

*Eden Hills  
Community Development District*

*Agenda*

*November 1, 2019*

# AGENDA

***Eden Hills***  
***Community Development District***  
***Organizational Meeting Agenda***

Friday, November 1, 2019  
1:00 p.m.

346 E. Central Ave.  
Winter Haven, FL 33880

**I. Introduction**

- A. Call to Order
- B. Public Comment Period
- C. Oath of Office

**II. Organizational Matters**

- A. Confirmation of Notice of Meeting
- B. Information on Community Development Districts and Public Official Responsibilities and Florida Statutes Chapter 190
- C. Election of Officers
  - 1. Resolution 2020-01 Appointing Officers
  - 2. Resolution 2020-02 Appointing Treasurer and Assistant Treasurer

**III. Retention of District Staff**

- A. Consideration of Contract for District Management Services
  - 1. Resolution 2020-03 Appointing District Manager
- B. Consideration of Contract for District Counsel Services
  - 2. Resolution 2020-04 Appointing District Counsel
- C. Resolution 2020-05 Selection of Registered Agent and Office
- D. Resolution 2020-06 Appointing Interim District Engineer
- E. Consideration of Interim District Engineering Agreement
- F. Request Authorization to Issue RFQ for Engineering Services

**IV. Designation of Meetings and Hearing Dates**

- A. Consideration of Resolution 2020-07 Designation of Regular Monthly Meeting Date, Time and Location for Fiscal Year 2020
- B. Consideration of Resolution 2020-08 Designation of Landowner's Meeting Date, Time and Location
- C. Designation of Date of Public Hearing to Adopt Rules of Procedure in accordance with Section 120.54, Florida Statutes

1. Consideration of Resolution 2020-09 Setting a Public Hearing to Consider the Proposed Rules of the District

A. Rules of Procedure (*provided under a separate cover*)

- D. Designation of Dates of Public Hearing on the Budget for Fiscal Year 2020

1. Consideration of Resolution 2020-10 Setting the Public Hearing and Approving the Proposed Fiscal Year 2020 Budget

2. Approval of the Fiscal Year 2019/2020 Developer Funding Agreement

- E. Resolution 2020-11 Setting Date of Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non Ad-Valorem Assessments in accordance with Section 197.3632, Florida Statutes

**V. Other Organizational Matters**

- A. Resolution 2020-12 Designating a Qualified Public Depository

- B. Resolution 2020-13 Authorization of Bank Account Signatories

- C. Consideration of Resolution 2020-14 Relating to Defense of Board Members

- D. Consideration of Resolution 2020-15 Authorizing District Counsel to Record in the Property Records of Polk County the "Notice of Establishment" in accordance with Chapter 190.0485, Florida Statutes

1. Notice of Establishment

- E. Consideration of Resolution 2020-16 Adopting Investment Guidelines

- F. Consideration of Resolution 2020-17 Authorizing Execution of Public Depositor Report

- G. Consideration of Resolution 2020-18 Designating a Policy for Public Comment

- H. Consideration of Resolution 2020-19 Adopting a Travel and Reimbursement Policy

- I. Consideration of Resolution 2020-20 Adopting Prompt Payment Policy

- J. Consideration of Resolution 2020-21 Adopting a Records Retention Policy

- K. Consideration of Compensation to Board Members

- L. Resolution 2020-22 Selecting District Records Office Within Polk County

- M. Resolution 2020-23 Designating the Primary Administrative Office and Principal Headquarters of the District

- N. Consideration of Website Services Agreement

- O. Authorization to Prepare Public Facilities Report in Accordance with Chapter 189.08 Florida Statutes to Coincide with Special District Filing Date of August 1<sup>st</sup> for Polk County



**VI. Capital Improvements**

A. Appointment of Financing Team

1. Bond Counsel
2. Investment Banker
3. Assessment Administrator
4. Trustee

B. Approval of Financing Team Funding Agreement

**VII. Financing Matters**

A. Consideration of Engineer's Report

B. Consideration of Assessment Methodology

C. Consideration of Resolution 2020-24 Authorizing the Issuance of Bonds and Authorizing the Commencement of Validation Proceedings

D. Consideration of Resolution 2020-25 Declaring Special Assessments and Approval of Assessment Methodology

E. Consideration of Resolution 2020-26 Setting Public Hearing for Special Assessments

**VIII. Other Business**

A. Staff Reports

- i. Attorney
- ii. Manager

B. Supervisors Requests

C. Approval of Funding Request No. 1

**IX. Adjournment**

## SECTION II

## SECTION C

# SECTION 1

**RESOLUTION 2020-01**

**A RESOLUTION ELECTING THE OFFICERS OF THE EDEN HILLS  
COMMUNITY DEVELOPMENT DISTRICT, CITY OF LAKE ALFRED,  
POLK COUNTY, FLORIDA.**

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

**WHEREAS**, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

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

**SECTION 1.** The following persons are elected to the offices shown:

Chairperson	_____
Vice Chairperson	_____
Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November, 2019.

ATTEST:

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

## SECTION 2

**RESOLUTION 2020-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A TREASURER AND ASSISTANT TREASURER OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Eden Hills Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Lake Alfred, Florida; and

**WHEREAS**, the Board of Supervisors of the District desires to appoint a Treasurer; and

**WHEREAS**, the Board of Supervisors of the District desires to appoint an Assistant Treasurer.

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

**SECTION 1.** \_\_\_\_\_ is appointed Treasurer.

**SECTION 2.** \_\_\_\_\_ is appointed Assistant Treasurer.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November, 2019.

**ATTEST:**

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

## SECTION III



# SECTION A

**AGREEMENT FOR DISTRICT MANAGEMENT SERVICES BETWEEN  
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT AND  
GOVERNMENTAL MANAGEMENT SERVICES - CENTRAL FLORIDA,  
LLC**

Date of Agreement: November 1, 2019

**Between:**                    **Governmental Management Services- Central Florida LLC**  
219 E. Livingston Street  
Orlando, Florida 32801

(Hereinafter referred to as "Manager");

**And:**                        **Eden Hills Community Development District**  
A unit of special purpose local government located in Polk County,  
Florida

(Hereinafter referred to as "District").

**SERVICES OF DISTRICT MANAGER**

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities included in the Base Service Contract as District Management Services include, but are not limited to the following:

**Management Services**

- Attend, record and conduct all regularly scheduled Board of Supervisors' meetings including landowners meetings, continued meetings and workshops
- Present the District's annual budget in accordance with Chapter 190, Florida Statutes
- Ensure District is in compliance with administrative and financial reporting for community development districts
- Correspond and communicate with Board of Supervisors and staff to respond to the various needs of the District and community
- Review and approve agendas for circulation to the Board of Supervisors
- Review and approve annual budget, annual audit, monthly disbursements
- Review annual insurance policy to ensure District maintains proper insurance coverage

### *Administrative Services*

- Provide minutes for all Board of Supervisors' meetings including landowners meetings
- Prepare agenda packages for transmittal to Board of Supervisors and staff 7 days prior to Board of Supervisors' meeting
- Ensure compliance with all administrative statutes affecting the District, which includes but not limited to:
  - Publish and circulate annual meeting notice
  - Report annually the number of registered voters in the District by June 1, of each year
  - Maintain "Record of Proceedings" for the District within the County the District is located which includes meeting minutes, agreements, resolutions and other required records
  - Properly notice public meetings in accordance with the appropriate Florida Statutes in the newspaper of general circulation of the District

### *Accounting and Financial Reporting Services*

- Establish Governmental Fund Accounting System in accordance with the Uniform Accounting System prescribed by the Florida Department of Financial Services for Government Accounting. This system includes preparing monthly balance sheet, income statement(s) with budget to actual variances
- Prepare accounts payable and present to Board of Supervisors for approval or ratification
- Prepare annual budget for review and approval by the Board of Supervisors
- Transmit proposed budget to local governing authorities 60 days prior to adoption
- Prepare year-end adjusting journal entries in preparation for annual audit by Independent Certified Public Accounting Firm
- Maintain checking accounts with qualified public depository selected by the Board of Supervisors
- Ensure compliance with financial and accounting statutes affecting the District which include but are not limited to:
  - Complete annual financial audit report within 9 months after the fiscal year end
  - Circulate annual financial audit report and annual financial report to appropriate governmental agencies
  - Prepare annual public depositor report
  - Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.
  - Transmit Public Facilities Report to the appropriate agencies
  - Procure necessary insurance for the District, which includes liability, property, workers' compensation, etc.

## FEES AND TERM OF SERVICES

All services will be completed on a timely basis in accordance with the District needs and statutory requirements. The Base Services and Other Services Elected by District shall commence on November 1, 2019.

The District agrees to compensate the Manager in accordance with the fee schedule set forth in the attached **Exhibit A**. Payment for these services shall be payable in equal monthly installments at the beginning of each month except as otherwise noted on **Exhibit A**.

In addition, the District agrees to reimburse the Manager for expenses incurred as part of performing the duties and responsibilities outlined in this contract. These expenses include, but are not limited to: reproduction, printing and binding, long distance telephone, facsimile transmission, postage and express mail, legal advertising and supplies. All expenses shall be at the cost incurred by Manager, and in all cases shall be consistent with the provisions of Chapter 112, F.S., to the extent applicable.

This agreement shall automatically renew each Fiscal Year of the District, unless otherwise terminated by either party. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Fiscal Year Budget.

## DISTRICT RESPONSIBILITIES

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

## TERMINATION OF THIS CONTRACT

This Contract may be terminated as follows:

1. By the District for "good cause," which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Manager which termination may be immediate; or

2. By the Manager or District, for any reason, upon 60 days written notice.

In the event this Contract is terminated in either manner above stated, the Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

## GENERAL TERMS AND CONDITIONS

1. All invoices are due and payable when received.
2. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.
3. In the event that any provision of this contract shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of the Contract, which shall remain in full force and effect.
4. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Manager, without the approval of the District.
5. The Manager agrees to pay, discharge, defend (if required by the District), indemnify and hold the District and its supervisors, agents, employees, representatives, successors and assigns harmless from and against any and all demands, claims, causes of action, proceedings, obligations, settlements, liabilities, damages, injunctions, penalties, liens, losses, charges and expenses of every kind or nature (including, without limitation, reasonable fees of attorneys and other professionals retained by the District in the event Manager fails to retain counsel to represent the District, its supervisors, agents, employees, representatives, successors and assigns, who is reasonably acceptable to the District), incurred by the District or its supervisors, agents, employees, representatives, successors and assigns arising out of or in connection with: (i) any management services to be provided by the Manager pursuant to this Contract; (ii) any failure by Manager to perform any of its obligations under this agreement; (iii) any accident, injury or damage to property or persons, if caused by the acts or omissions of Manager or Managers officers, partners, employees, contractors, subcontractors, invitees, representatives, or agents; (iv) any and all accidents or damage that may occur in connection with Managers or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents use of the District property; (v) any failure of Manager or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents to comply with any applicable

codes, laws, ordinances, or governmental requirements, agreements, approvals, or permits affecting District property. The provisions of this paragraph shall survive the expiration or sooner termination of this Contract.

6. Nothing contained in this Contract shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
7. Any amendment or change to this Contract shall be in writing and executed by all parties.

#### NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt. If sent to the District, notice shall be to:

Eden Hills Community Development District  
Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: Roy Van Wyk

If notice is sent to Manager, it shall be sent to:

Governmental Management Services - Central Florida, LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
Attn: Jill Burns

This Contract shall represent the entire agreement between the Manager and the District. Both Manager and District understand and agree with the terms and conditions as set forth herein.

**Approved by:**

**Board of Supervisors  
Eden Hills CDD**

\_\_\_\_\_  
Attest

By: \_\_\_\_\_  
Chairman, Board of Supervisors

**Governmental Management  
Services- Central Florida, LLC**

\_\_\_\_\_  
Witness

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

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

## EXHIBIT A

### DISTRICT MANAGEMENT FEE SCHEDULE

#### **Base Services:**

Management Services, Administrative Services, and Accounting and Financial Reporting Services

- Annual Fee \$ 35,000 (plus reimbursables)

#### **Other Services Elected by District:**

- Annual Assessment Roll Administration Fee \$5,000 (billed upon certification of assessment roll)
- Dissemination Agent \$5,000
- Annual Website Maintenance\* \$1,200
- Pre-paid Assessment Collection Fee waived

#### **Other Available Services:\*\***

- Bond Issuance Cost \$15,000 (per bond issue)
- Assessment Methodology Preparation \$15,000 (per methodology)
- SERC preparation/Petition Assistance \$2,500 (per SERC)
- Field Management Service TBD, if contracted

\*Does not include creation of ADA compliant website

\*\*Services are available upon request of the District



# SECTION 1

## **RESOLUTION 2020-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE DISTRICT MANAGER; APPOINTING A FINANCIAL DISCLOSURE COORDINATOR; APPOINTING A REGISTERED FINANCIAL ADVISOR IN CONTEMPLATION OF THE ISSUANCE OF SPECIAL ASSESSMENT BONDS; APPOINTING A DESIGNATED INVESTMENT REPRESENTATIVE TO ADMINISTER INVESTMENT DIRECTION WITH REGARD TO DISTRICT FUNDS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Eden Hills Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Lake Alfred, Florida; and

**WHEREAS**, pursuant to Section 190.007(1), *Florida Statutes*, the Board of Supervisors of the District (the "Board") desires to employ and fix compensation of a District Manager; and

**WHEREAS**, the Board desires to appoint a Financial Disclosure Coordinator to create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, the Board of Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District; and

**WHEREAS**, the Board desires to appoint a Registered Financial Advisor to advise regarding the proposed issuance of special assessment bonds and other financing methods for District improvements; and

**WHEREAS**, the Board desires to appoint an Investment Representative to direct and advise on the investment of District funds including, but not limited to, directing the assigned Trustee; to invest District funds consistent with any and all Indentures and to maximize return; and

**WHEREAS**, the Board has determined that the appointment of a Financial Disclosure Coordinator, Registered Financial Advisor and Investment Representative is necessary; and

**WHEREAS**, the Board desires to appoint a District Manager, Financial Disclosure Coordinator, Registered Financial Advisor, and Investment Representative, and to provide compensation for their services.

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

**SECTION 1.** Governmental Management Services – Central Florida, LLC, is appointed as District Manager, Financial Disclosure Coordinator, Registered Financial Advisor, and Designated Investment Representative and shall be compensated for their services in such capacity in the manner prescribed in the agreement incorporated herein by reference as **Exhibit A**.

**SECTION 2.** This authorization shall be continuing in nature until revoked by the District.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November, 2019.

**ATTEST:**

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** District Manager Fee Agreement

## EXHIBIT A

### DISTRICT MANAGEMENT FEE SCHEDULE

#### Base Services:

Management Services, Administrative Services, and Accounting and Financial Reporting Services

- Annual Fee \$ 35,000 (plus reimbursables)

#### Other Services Elected by District:

- Annual Assessment Roll Administration Fee \$5,000 (billed upon certification of assessment roll)
- Dissemination Agent \$5,000
- Annual Website Maintenance\* \$1,200
- Pre-paid Assessment Collection Fee waived

#### Other Available Services:\*\*

- Bond Issuance Cost \$15,000 (per bond issue)
- Assessment Methodology Preparation \$15,000 (per methodology)
- SERC preparation/Petition Assistance \$2,500 (per SERC)
- Field Management Service TBD, if contracted

\*Does not include creation of ADA compliant website

\*\*Services are available upon request of the District

## SECTION B

# Hopping Green & Sams

Attorneys and Counselors

November 1, 2019

Board of Supervisors  
Eden Hills Community Development District  
c/o District Manager  
Governmental Management Services-Central  
Florida, LLC  
135 West Central Boulevard, Suite 320  
Orlando, Florida 32801

Re: Legal Representation for Eden Hills Community Development District

Dear Supervisors:

On behalf of Hopping Green & Sams, P.A., we are pleased to submit this letter regarding our interest in serving as counsel to the Board of Supervisors of the Eden Hills Community Development District (the "District"). Hopping Green & Sams has extensive experience representing community development districts and other special taxing districts throughout the state of Florida.

We have been providing clients with advice regarding the operation of community development districts since 1985. Lawyers from our firm presently serve as general counsel to approximately two hundred and seven (207) community development districts and other special taxing districts throughout Florida and have established a number of others. This is one of the firm's areas of specialty and we presently have more than fifteen (15) attorneys who personally spend one hundred percent (100%) of their legal practice in this area.

Hopping Green & Sams regularly provides advice to districts in contractual matters, bidding, budgeting, and the many other issues with which district boards are confronted on a daily basis. In the central and southern Florida areas, we currently represent several districts in and around Polk, Osceola, Hillsborough, Lake, and Manatee Counties, among many others. It is extremely important that counsel to the District be familiar with the significant responsibilities and obligations of the members of the Board of Supervisors. It is also critical that counsel functions effectively as a part of the District's "staff" or management team to ensure that the operations of the District are effectively and smoothly administered. In that regard, we have worked with a variety of engineers, consultants, and other attorneys and fully understand the importance of functioning as a team.

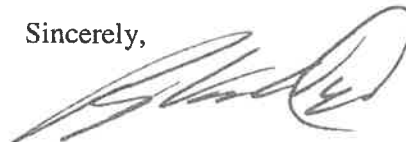
For services as counsel to the District, we propose to charge an hourly rate for the attorney performing the work plus direct out-of-pocket expenses for travel costs, telephone conference, postage, and copying charges, etc. Our rates vary depending generally on the experience of that attorney. For example, my proposed hourly rate is \$330.00. The associates

most likely to assist in this work are billed at \$265.00 per hour depending upon experience. Other work by attorneys and/or paralegals in the firm would also be performed at their established rates. Our rates are reviewed annually and may be adjusted from time to time in conjunction with such reviews, after providing notice to you. Let me assure you that we will make every effort to keep legal costs as low as possible while providing services consistent with our professional responsibilities. Itemized bills showing all time spent for services are rendered monthly and are due upon receipt. We have attached a copy of the firm's policy with respect to expenses, although to the extent that Chapter 112, F.S., conflicts with these policies, Chapter 112, F.S., will govern.

With respect to conflicts, it is important to disclose that our firm represents a number of other special districts throughout Florida, as well as a number of trustees, including U.S. Bank, National Association and Wells Fargo Bank, National Association. Aside from the disclosures we have already made, we are unaware of any ethical conflicts in our representation of the Eden Hills Community Development District. Please note that acceptance of the Fee Agreement will constitute your waiver of any "conflict."

If we can provide you with any additional information, please feel free to contact us. Thank you for this opportunity, and we look forward to working with you.

Sincerely,



Roy Van Wyk  
For the Firm

RVW:ahj

Enclosure

Hopping Green & Sams

Attorneys and Counselors

HOPPING GREEN & SAMS PA  
CDD EXPENSE REIMBURSEMENT POLICY

The following is Hopping Green & Sams' standard expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Teleconference Calls. All telephone charges are billed at an amount approximating actual cost.

Photocopying and Printing. In-house photocopying and printing is charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Facsimile. Outgoing facsimile transmissions are charged at \$1.00 per page. There is no charge for incoming faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, HGS shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, HGS shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, parking fees and business-related telephone, telegraph and facsimile charges shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consultants are employed by the firm, their charges are passed-through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consultant.

Other Expenses. Other outside expenses, such as court reporters, agency copies, etc. are billed at actual cost.

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.



## SECTION 2

**RESOLUTION 2020-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT APPOINTING LEGAL COUNSEL FOR THE DISTRICT, AUTHORIZING ITS COMPENSATION AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Eden Hills Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Lake Alfred, Florida; and

**WHEREAS**, pursuant to Section 190.011, *Florida Statutes*, the District’s Board of Supervisors (the “Board”) may contract for the services of consultants to perform planning, engineering, legal or other appropriate services of a professional nature; and

**WHEREAS**, the Board desires to appoint a District Counsel and to provide compensation for their services.

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

**SECTION 1.** Hopping Green & Sams, P.A., is appointed as District Counsel and shall be compensated for their services in such capacity in the manner prescribed in **Exhibit A**.

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November, 2019.

ATTEST:

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Attorney Retainer Agreement

**HOPPING GREEN & SAMS, P.A.  
FEE AGREEMENT**

**I. PARTIES**

THIS AGREEMENT is made and entered into by and between the following parties:

- A. Eden Hills Community Development District ("Client")  
c/o George Flint  
Governmental Management Service – Central Florida, LLC  
135 West Central Boulevard, Suite 320  
Orlando, Florida 32801
- B. Hopping Green & Sams, P.A., ("HGS")  
119 South Monroe Street, Suite 300  
P.O. Box 6526  
Tallahassee, FL 32314

**II. SCOPE OF SERVICES**

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain HGS as its attorney and legal representative. Representation is anticipated to include general advice and counsel for the Eden Hills Community Development District.
- B. HGS accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above.

**III. CLIENT FILES**

The files and work product materials ("client file") of the Client generated or received by HGS will be maintained confidentially and in accordance with the Florida Bar rules. At the conclusion of the representation, the client file will be stored by HGS for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that HGS may confidentially destroy or shred the client file, unless HGS is provided a written request from the Client requesting return of the client file, to which HGS will return the client file at Client's expense.

**IV. FEES**

- A. The Client agrees to compensate HGS for services rendered in connection with any matters covered by this Agreement according to the standard hourly billing rates for individual HGS lawyers plus actual expenses incurred by HGS in accordance with the attached standard Expense Reimbursement Policy

(Attachment A, incorporated herein by reference). For matters regarding issuance of debt, we will identify a flat fee prior to each such issuance or may track our time hourly.

Bond Validation - billed at the hourly rate

First Bond Issuance - \$45,000

Each Subsequent Bond Issuance – To be Negotiated

- B. To the extent practicable and consistent with the requirements of sound legal representation, HGS will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate so long as he or she has the requisite knowledge and experience. The standard hourly rate of Roy Van Wyk, the attorney who is initially expected to handle the bulk of Client's work, is \$330.00 and associates who are most likely to assist in this work are billed at \$265.00 per hour. HGS' standard hourly billing rates are reevaluated annually prior to the beginning of the calendar year and are subject to change each year at that time. Client agrees to HGS' annual rate increases to the extent hourly rates are not increased beyond \$15/hour for attorneys working on this matter.
- C. HGS will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached standard Expense Reimbursement Policy.

## **V. BILLING AND PAYMENT**

The Client agrees to pay HGS monthly billings for fees and expenses incurred within thirty (30) days following receipt of a statement from HGS. HGS shall not be obligated to perform further legal services under this Fee Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for HGS to immediately withdraw from the representation, as permitted by applicable Florida Bar rules, without regard to remaining actions necessitating attention by HGS as part of the representation.

## **VI. DEFAULT**

In any legal proceeding to collect outstanding balances due under this Agreement, the substantially prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

## **VII. CONFLICTS**

It is important to disclose that HGS represents a number of special districts, trustees (including U.S. Bank National Association ("U.S. Bank"), Regions Bank, and Wells Fargo National Association), bondholders, and other entities throughout Florida relating to community development districts and other special districts. HGS understands that Client may enter into an

agreement with U.S. Bank or other trustee in connection with the issuance of bonds, and that Client may request that HGS simultaneously represent Client in connection with the issuance of bonds, while HGS is also representing U.S. Bank or other trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) HGS will be able to provide competent and diligent representation of Client, regardless of HGS' other representations, and (3) there is not a substantial risk that HGS' representation of Client would be materially limited by HGS' responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this fee proposal will constitute your waiver of any "conflict" with HGS' representation of various special districts, trustees, bondholders, and other entities relating to community development districts and other special districts in Florida.

#### **VIII. TERMINATION**

Either party may terminate this Fee Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

#### **X. EXECUTION OF AGREEMENT**

This Agreement shall be deemed fully executed upon its signing by HGS and the Client. The contract formed between HGS and the Client shall be the operational contract between the parties.

#### **XI. ENTIRE CONTRACT**

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT

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

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

HOPPING GREEN & SAMS, P.A.

By:  \_\_\_\_\_  
Vice President

Date: 11/1/19

## ATTACHMENT A

### HOPPING GREEN & SAMS PA CDD EXPENSE REIMBURSEMENT POLICY

The following is Hopping Green & Sams' standard expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Teleconference Calls. All telephone conference charges are billed at an amount approximating actual cost.

Photocopying and Printing. In-house photocopying and printing is charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Facsimile. Outgoing facsimile transmissions are charged at \$1.00 per page. There is no charge for incoming faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, HGS shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, HGS shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, parking fees and business-related telephone, telegraph and facsimile charges shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consultants are employed by the firm, their charges are passed-through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consultant.

Other Expenses. Other outside expenses, such as court reporters, agency copies, etc. are billed at actual cost.

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

# SECTION C

**RESOLUTION 2020-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Eden Hills Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Lake Alfred, Florida; and

**WHEREAS**, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

**SECTION 1.** Roy Van Wyk is hereby designated as the Registered Agent for the Eden Hills Community Development District.

**SECTION 2.** The District’s Registered Office shall be located at 119 South Monroe Street, Suite 300, Tallahassee, Florida 32301.

**SECTION 3.** In accordance with Section 189.014, *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this Resolution with City of Lake Alfred, Polk County, and the Florida Department of Economic Opportunity.

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

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November, 2019.

ATTEST:

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

Chairperson, Board of Supervisors



## SECTION D

**RESOLUTION 2020-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE INTERIM DISTRICT ENGINEER AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Eden Hills Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Lake Alfred, Florida; and

**WHEREAS**, pursuant to Section 190.011, *Florida Statutes*, the District’s Board of Supervisors (the “Board”) may contract for the services of consultants to perform planning, engineering, legal or other appropriate services of a professional nature; and

**WHEREAS**, the Board desires to appoint an Interim District Engineer and to provide compensation for their services.

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

**SECTION 1.** Wood & Associates Engineering, LLC, is appointed as Interim District Engineer and shall be compensated for their services in such capacity in the manner prescribed in the agreement incorporated herein by reference as **Exhibit A**.

**SECTION 2.** This authorization shall be continuing in nature until revoked by the District.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November, 2019.

ATTEST:

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Interim District Engineer Fee Agreement

Schedule of Rates

**ATTACHMENT A**  
**PROFESSIONAL SERVICES FEE SCHEDULE**

<b><u>JOB CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
Principal Engineer	\$125
Project Manager	\$100
Senior Designer	\$100
Senior Planner	\$100
Design Engineer	\$ 90
Engineer	\$ 85
Planner	\$ 90
Designer	\$ 85
CADDperson	\$ 65
Administrative Assistant	\$ 60
Clerical	\$ 40

# SECTION E

## **INTERIM ENGINEERING SERVICES AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made and entered into this 1<sup>st</sup> day of November, 2019, by and between:

**EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 135 West Central Boulevard, Suite 320, Orlando, Florida 32801 (the "District"); and

**WOOD & ASSOCIATES ENGINEERING, LLC**, a Florida limited liability company, with a mailing address of 1925 Bartow Road, Lakeland, Florida 33801 ("Engineer").

### **RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, (the "Act"), as amended; and

**WHEREAS**, pursuant to the Act, the District was established for the purpose of planning, financing, constructing acquiring, and/or maintaining certain infrastructure improvements and services within the District; and

**WHEREAS**, the District intends to employ Engineer on an interim basis to perform engineering, surveying, planning, landscaping, construction administration, environmental management, and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

**WHEREAS**, Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of its services.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

**SECTION 1. RECITALS.** The Recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

**SECTION 2. SCOPE OF SERVICES.** Engineer will provide general engineering planning and/or study services, as authorized by one or more Work Authorization(s), hereinafter defined, including:

- A. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors ("Board");
- B. Assistance in meeting with necessary parties involving bond issues, special reports, feasibility studies, or other tasks;
- C. Any other items requested by the Board.

**SECTION 3. REPRESENTATIONS.** Engineer hereby represents to the District that:

- A. It has the experience and skill to perform the services required to be performed by this Agreement;
- B. It shall design to and comply with limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements;
- C. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District; and
- D. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

**SECTION 4. METHOD OF AUTHORIZATION.** Each service or project shall be authorized in writing by the District ("Work Authorization"). The Work Authorization shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under this Agreement shall be at the sole discretion of the District. Work Authorization Number 1 attached hereto as **Exhibit A**, and incorporated herein by this reference, is hereby *approved*.

**SECTION 5. COMPENSATION.** It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. Services rendered by Engineer under this Agreement shall not exceed the amounts specifically authorized by each written Work Authorization. One of the following methods will be utilized:

- A. *Lump Sum Amount* - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.
- B. *Hourly Personnel Rates* - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates, the District and Engineer shall use the hourly compensation rates outlined in **Exhibit B** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific Work Authorization.

**SECTION 6. REIMBURSABLE EXPENSES.** Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

**A.** Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and in accordance with the District's travel policy.

**B.** Expense of reproduction, postage, and handling of drawings and specifications.

**SECTION 7. TERM OF AGREEMENT.** It is understood and agreed that this Agreement is for interim engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties until such time as the District notifies Engineer that it has entered into a subsequent agreement for engineering services.

**SECTION 8. SPECIAL CONSULTANTS.** When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

**SECTION 9. BOOKS AND RECORDS.** Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

**SECTION 10. OWNERSHIP OF DOCUMENTS.**

**A.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

**B.** Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

**SECTION 11. ACCOUNTING RECORDS.** Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

**SECTION 12. REUSE OF DOCUMENTS.** All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to the District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

**SECTION 13. ESTIMATE OF COST.** Since Engineer has no control over the cost of labor, materials, or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, its opinions of probable cost provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by it. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

**SECTION 14. INSURANCE.** Subject to the provisions of this Section, Engineer shall maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage	\$1,000,000/\$2,000,000



(including Contractual)

Automobile Liability Bodily Injury / Property Damage	Combined Single Limit \$1,000,000
Professional Liability for Errors and Omissions	\$1,000,000

If any such policy of insurance is a “claims made” policy, and not an “occurrence” policy, Engineer shall, without interruption, and at the District’s option, maintain the insurance for at least five (5) years after the one year anniversary of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker’s Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

**SECTION 15. CONTINGENT FEE.** Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**SECTION 16. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** In performing its obligations under this Agreement, Engineer and each of its agents, contractors, subcontractors, employees or anyone directly or indirectly employed by Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation of an alleged violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to

comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 17. COMPLIANCE WITH PROFESSIONAL STANDARDS.** In performing its obligations under this Agreement, Engineer and each of its agents, contractors, subcontractors, employees, or anyone directly or indirectly employed by Engineer, shall maintain the highest standard of care, skill, diligence, and professional competency for such work and/or services. Any designs, drawings, reports, or specifications prepared or furnished by Engineer that contain errors, conflicts, or omissions will be promptly corrected by Engineer at no cost to the District.

**SECTION 18. AUDIT.** Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four (4) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of Engineer involving transactions related to this Agreement. Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of all work under this Agreement.

**SECTION 19. INDEMNIFICATION.** Engineer agrees to indemnify, defend, and hold the District and the District's officers and employees harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, which may come against the District and the District's officers and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer the course of any work done under this Agreement. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the greater of the insurance limits set forth herein or Two Million Dollars (\$2,000,000). Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

**PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2018), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**SECTION 20. PUBLIC RECORDS.** Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, hereinafter defined, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement term and following this

Agreement term if Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Engineer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Engineer acknowledges that the designated Public Records Custodian for the District is **Jill Burns**.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, JBURNS@GMSCFL.COM, OR AT 135 WEST CENTRAL BOULEVARD, SUITE 320, ORLANDO, FLORIDA 32801.**

**SECTION 21. NOTICES.** All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**A. If to the District:** Eden Hills Community  
Development District  
135 West Central Boulevard, Suite 320  
Orlando, Florida 32801  
Attn: Jill Burns

**With a copy to:** Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: Roy Van Wyk

**B. If to Engineer:** Wood & Associates Engineering, LLC  
1925 Bartow Road  
Lakeland, Florida 33801  
Attn: Dennis L. Wood, P.E.

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

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

**SECTION 22. EMPLOYMENT VERIFICATION.** Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

**SECTION 23. CONTROLLING LAW.** The parties agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue shall exclusively be in the court of appropriate jurisdiction, in and for Polk County, Florida.

**SECTION 24. ASSIGNMENT.** Neither the District nor Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to Section 8 herein.

**SECTION 25. TERMINATION.** The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as Engineer receives notification of the intent of the District to terminate this Agreement, Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets the District may have against the Engineer.

**SECTION 26. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 27. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

**SECTION 28. AGREEMENT.** This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation of any of the provisions of this Agreement.

**SECTION 29. INDEPENDENT CONTRACTOR.** The District and Engineer agree and acknowledge that Engineer shall serve as an independent contractor of the District. Neither Engineer nor employees of Engineer, if any, are employees of the District under the meaning or

application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of Engineer, if any, in the performance of this Agreement. Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

**SECTION 30. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

WITNESS:

**WOOD & ASSOCIATES  
ENGINEERING, LLC**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Dennis L. Wood, President

**Exhibit A:** Work Authorization Number 1  
**Exhibit B:** Schedule of Rates

**Exhibit A**

**November 1, 2019**

Eden Hills Community Development District  
City of Lake Alfred, Florida

Subject: **Work Authorization Number 1**  
**Eden Hills Community Development District**

Dear Chairperson, Board of Supervisors:

Wood & Associates Engineering, LLC is pleased to submit this work authorization to provide interim engineering services for the Eden Hills Community Development District (the "District"). We will provide these services pursuant to our current agreement dated November 1, 2019 ("Engineering Agreement") as follows:

**I. Scope of Work**

The District will engage the services of Wood & Associates Engineering, LLC as the Interim Engineer to prepare an Engineer's Report to support the District's bond issuances and attendance at meetings and bond validation proceedings regarding the District's issuance of bonds. Engineer's Report will include a description of the District services and the following associated exhibits will be prepared and included as part of the report: a map of the District boundary with existing potable water, sewer and reuse water service; a conceptual site plan within the District boundary; a map of the land use within the District boundary and surroundings area; a location map of the District; and a legal description of the District boundary.

**II. Fees**

The District will compensate Wood & Associates Engineering, LLC a lump sum of \_\_\_\_\_ (\$\_\_\_\_\_). The District will reimburse all direct costs which include items such as printing, drawings, travel, deliveries, etc., pursuant to the Agreement.

This proposal, together with Engineering Agreement, represents the entire understanding between the District and Wood & Associates Engineering, LLC with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Wood & Associates Engineering, LLC. We look forward to helping you create a quality project.

APPROVED AND ACCEPTED

Sincerely,

By: \_\_\_\_\_  
Authorized Representative of  
Eden Hills Community  
Development District

By: \_\_\_\_\_  
Dennis L. Wood  
Wood & Associates Engineering, LLC

**Exhibit B**

Schedule of Rates

**ATTACHMENT A**  
**PROFESSIONAL SERVICES FEE SCHEDULE**

<u>JOB CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal Engineer	\$125
Project Manager	\$100
Senior Designer	\$100
Senior Planner	\$100
Design Engineer	\$ 90
Engineer	\$ 85
Planner	\$ 90
Designer	\$ 85
CADDperson	\$ 65
Administrative Assistant	\$ 60
Clerical	\$ 40



# SECTION F

## REQUEST FOR QUALIFICATIONS ("RFQ") FOR ENGINEERING SERVICES FOR THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT

The Eden Hills Community Development District ("**District**"), located in the City of Lake Alfred, Florida, announces that professional engineering services will be required on a continuing basis for the District. The engineering firm selected will act in the general capacity of District Engineer and, if so authorized, may provide general engineering services as well as engineering services on an ongoing basis and for the design and construction administration associated with the District's capital improvement plan. The District may select one or more engineering firms to provide engineering services on an ongoing basis.

Any firm or individual ("**Applicant**") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("**Qualification Statement**") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with the City of Lake Alfred and Polk County; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, *Florida Statutes* ("**CCNA**"). All Applicants must submit eight (8) copies of Standard Form No. 330 and Qualification Statement by \_\_\_\_\_: \_\_\_\_\_ a/p.m. on \_\_\_\_\_ and to the attention of Governmental Management Services – Central Florida, LLC, c/o Jill Burns, 135 West Central Boulevard, Suite 320, Orlando, Florida 32801; Ph: (407) 841-5524 ("**District Manager's Office**").

The Board of Supervisors shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager's Office, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant. The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager's Office, must be filed in writing with the District Manager's Office, within seventy-two (72) hours after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a

notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00).

Any and all questions relative to this RFQ shall be directed in writing by e-mail only to Jill Burns at [jburns@gmscfl.com](mailto:jburns@gmscfl.com) with e-mail copy to Roy Van Wyk at [royv@hgslaw.com](mailto:royv@hgslaw.com).

District Manager

Publish on \_\_\_\_\_ (must be published at least 14 days prior to submittal deadline)

**EDEN HILLS  
COMMUNITY DEVELOPMENT DISTRICT  
DISTRICT ENGINEER REQUEST FOR QUALIFICATIONS  
COMPETITIVE SELECTION CRITERIA**

**1) Ability and Adequacy of Professional Personnel**

(Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

**2) Consultant's Past Performance**

(Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation of respondent; etc.

**3) Geographic Location**

(Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

**4) Willingness to Meet Time and Budget Requirements**

(Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

**5) Certified Minority Business Enterprise**

(Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

**6) Recent, Current and Projected Workloads**

(Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

**7) Volume of Work Previously Awarded to Consultant by District**

(Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

## SECTION IV

# SECTION A

**RESOLUTION 2020-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR REMAINDER OF FISCAL YEAR 2019-2020; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Eden Hills Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within the City of Lake Alfred, Florida; and

**WHEREAS**, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

**WHEREAS**, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

**WHEREAS**, the Board desires to adopt the Fiscal Year 2019-2020 annual meeting schedule attached as **Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The Fiscal Year 2019-2020 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November, 2019.

ATTEST:

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Fiscal Year 2019-2020 Annual Meeting Schedule

## **Exhibit A**

### **BOARD OF SUPERVISORS MEETING DATES EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2019-2020**

The Board of Supervisors of the Eden Hills Community Development District will hold their regular meetings for Fiscal Year 2019-2020 346 at E. Central Ave., Winter Haven, FL 33880 at 10:00 a.m. on the 3<sup>rd</sup> Thursday of each month unless otherwise indicated as follows:

**November 21, 2019**

**December 19, 2019**

**January 16, 2020**

**February 20, 2020**

**March 19, 2020**

**April 16, 2020**

**May 21, 2020**

**June 18, 2020**

**July 16, 2020**

**August 20, 2020**

**September 17, 2020**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services – Central Florida, LLC, 219 E. Livingston St., Orlando, Florida 32801 or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager



## SECTION B

**RESOLUTION 2020-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR LANDOWNERS' MEETING OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Eden Hills Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Lake Alfred, Florida; and

**WHEREAS**, the District's Board of Supervisors ("Board") is statutorily authorized to exercise the powers granted to the District; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, *Florida Statutes*; and

**WHEREAS**, the effective date of the Ordinance creating the District (the "Ordinance") was \_\_\_\_\_; and

**WHEREAS**, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing five (5) supervisors for the District within ninety (90) days after the effective date of the Ordinance.

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

**SECTION 1.** In accordance with Section 190.006(2), *Florida Statutes*, the initial meeting of the landowners to elect five (5) supervisors of the District, shall be held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ .m. at \_\_\_\_\_.

**SECTION 2.** The District's Secretary is hereby directed to publish notice of this landowners' meeting and election in accordance with the requirements of Section 190.006(2)(a), *Florida Statutes*.

**SECTION 3.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced at the Board's organizational meeting held on the 1<sup>st</sup> day of November, 2019. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Composite Exhibit A**. Such documents are available for review and copying during normal business hours at the Office of the District Manager, Governmental Management Services – Central Florida, LLC, located at 219 E. Livingston St., Orlando, Florida 32801, Ph: (407) 841-5524.

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

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November, 2019.

**ATTEST:**

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

---

Chairperson, Board of Supervisors

**Composite Exhibit A:** Sample Notice of Landowners' Meeting and Election, Proxy, Ballot  
Form and Instructions

## **Composite Exhibit A**

Sample Notice of Landowners' Meeting and Election, Proxy, Ballot Form and Instructions

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD  
OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within the Eden Hills Community Development District (the "District"), the location of which is generally described as comprising a parcel or parcels of land containing approximately \_\_\_\_\_ acres, generally located \_\_\_\_\_, in the City of Lake Alfred, Florida, advising that a meeting of landowners will be held for the purpose of electing five (5) persons to the District Board of Supervisors. Immediately following the landowners' meeting and election, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: \_\_\_\_\_  
TIME: \_\_\_\_\_ .m.  
PLACE: \_\_\_\_\_  
\_\_\_\_\_

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston St., Orlando, Florida 32801 ("District Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Office. There may be an occasion where one or more supervisors will participate by speaker telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (407) 841-5524, at least forty-eight (48) hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Jill Burns  
District Manager

Run Date(s): \_\_\_\_\_ & \_\_\_\_\_

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**LANDOWNER PROXY  
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
LANDOWNERS' MEETING – \_\_\_\_\_, \_\_\_\_\_**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (**"Proxy Holder"**) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Eden Hills Community Development District to be held at \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ m. and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

**Parcel Description**

**Acreage**

**Authorized Votes**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

**Total Number of Authorized Votes:** \_\_\_\_\_

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2018), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

**OFFICIAL BALLOT**  
**EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT**  
**POLK COUNTY, FLORIDA**  
**LANDOWNERS' MEETING – \_\_\_\_\_, \_\_\_\_\_**

**For Election (5 Supervisors):** The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the three (3) candidates receiving the next highest number of votes will each receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Eden Hills Community Development District and described as follows:

**Description**

**Acreage**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

**Attach Proxy.**

I, \_\_\_\_\_, as Landowner, or as the proxy holder of  
hereto, do cast my votes as follows: \_\_\_\_\_ (Landowner) pursuant to the Landowner's Proxy attached

**NAME OF CANDIDATE**

**NUMBER OF VOTES**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Signed: \_\_\_\_\_

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

# SECTION C



# SECTION 1

**RESOLUTION 2020-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Eden Hills Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Lake Alfred, Florida; and

**WHEREAS**, the Board of Supervisors of the District (the “Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

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

**SECTION 1.** A Public Hearing will be held to adopt Rules of Procedure on \_\_\_\_\_, 2019, at \_\_\_\_\_, \_\_.m., at \_\_\_\_\_.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November, 2019.

ATTEST:

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

# SECTION A

*This item will be provided under  
separate cover*

## SECTION D

# SECTION 1

**RESOLUTION 2020-10**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT APPROVING THE PROPOSED BUDGET FOR FISCAL YEAR 2019/2020 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Eden Hills Community Development District (the “District”) was established by Ordinance No. \_\_\_\_\_, adopted by the Board of City Commissioners in and for the City of Lake Alfred, Florida, effective as of \_\_\_\_\_; and

**WHEREAS**, the District Manager has prepared and submitted to the Board of Supervisors of the Eden Hills Community Development District (the “Board”) the proposed budget for the Fiscal Year 2019/2020, which concludes September 30, 2020; and

**WHEREAS**, the Board has considered the proposed budget and desires to set the required public hearing thereon.

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

**SECTION 1. PROPOSED BUDGET APPROVED.** The proposed budget prepared by the District Manager for Fiscal Year 2019/2020 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said proposed budget.

**SECTION 2. SETTING A PUBLIC HEARING.** A public hearing on said approved proposed budget is hereby declared and set for the following date, hour and location:

DATE: \_\_\_\_\_, 2019

HOUR: \_\_\_\_\_

LOCATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Lake Alfred and Polk County at least 60 days prior to the hearing set above.

**SECTION 4. POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

**SECTION 5. PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November, 2019.

ATTEST:

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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

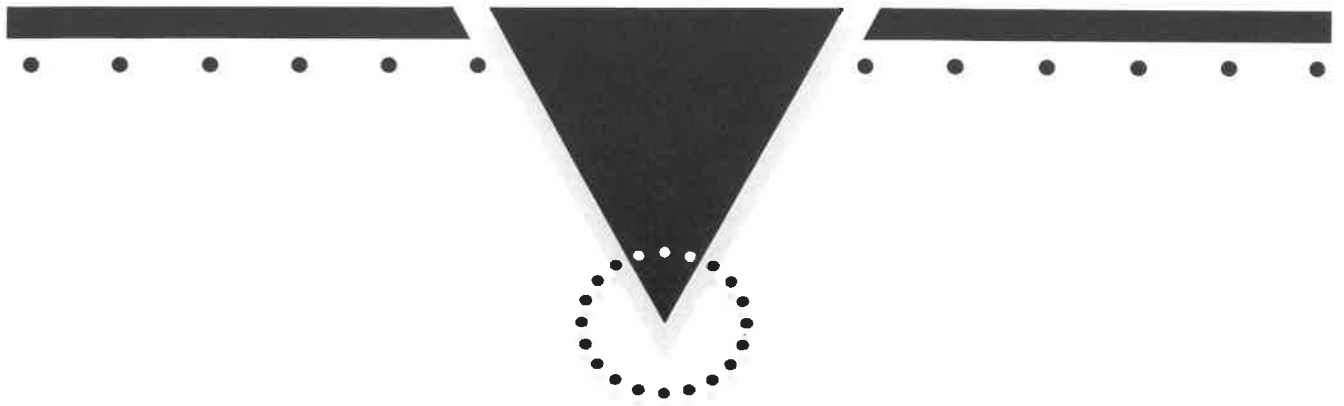
\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:** FY 2019/2020 proposed budget



**Exhibit A**  
**FY 2019/2020 proposed budget**

*[See attached]*



**Eden Hills  
Community Development District**

**Proposed Budget  
FY 2020**



# Table of Contents

**1** General Fund

**2-3** General Fund Narrative

# Eden Hills

## Community Development District

### Proposed Budget General Fund

Description	Proposed Budget FY2020
-------------	------------------------------

#### Revenues

Developer Contributions	\$114,535
-------------------------	-----------

<b>Total Revenues</b>	<b>\$114,535</b>
-----------------------	------------------

#### Expenditures

##### Administrative

Supervisor Fees	\$12,000
Engineering	\$15,000
Attorney	\$25,000
Management Fees	\$35,000
** Information Technology	\$3,775
Telephone	\$300
Postage	\$1,000
Insurance	\$5,000
Printing & Binding	\$1,000
Legal Advertising	\$10,000
Other Current Charges	\$5,000
Office Supplies	\$625
Travel Per Diem	\$660
Dues, Licenses & Subscriptions	\$175

<b>Total Expenditures</b>	<b>\$114,535</b>
---------------------------	------------------

<b>Excess Revenues/(Expenditures)</b>	<b>\$0</b>
---------------------------------------	------------

\*\* Budget amount includes a one-time website creation fee.

**Eden Hills**  
**Community Development District**  
GENERAL FUND BUDGET

**REVENUES:**

**Developer Contributions**

The District will enter into a Funding Agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

---

**EXPENDITURES:**

**Administrative:**

**Supervisor Fees**

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

**Engineering**

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

**Attorney**

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

**Management Fees**

The District will incur costs for Management, Accounting and Administrative services during the Fiscal Year.

**Information Technology**

Represents costs related to the District's accounting and information systems, District's website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

**Telephone**

Telephone and fax machine.

**Postage**

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

**Eden Hills**  
**Community Development District**  
GENERAL FUND BUDGET

Insurance

The District's general liability, public official's liability insurance and property insurance coverages.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

## SECTION 2

**EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2019-2020 BUDGET FUNDING AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this 1<sup>st</sup> day of November, 2019, by and between:

**EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 135 West Central Boulevard, Suite 320, Orlando, Florida 32801 (the "District"), and

\_\_\_\_\_, a Florida limited liability company, with a mailing address of \_\_\_\_\_ ("Developer").

**RECITALS**

**WHEREAS**, the District was established by Ordinance No. \_\_\_\_\_ adopted by the City Commission of the City of Lake Alfred, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, Developer presently owns and is developing portions of all real property described in **Exhibit A**, attached hereto and incorporated herein by reference ("Property") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for the fiscal year 2019-2020, which concludes on September 30, 2020 ("Budget"); and

**WHEREAS**, the Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Budget, or utilizing such other revenue sources as may be available to it; and

**WHEREAS**, in lieu of levying assessments on the Property, Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

**WHEREAS**, Developer agrees that the District activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and



**WHEREAS**, Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

**WHEREAS**, Developer and the District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**SECTION 1.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

**SECTION 2.** Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the Budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the District's Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including any property owned by Developer, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's Budget or otherwise. These payments are made by Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

**SECTION 3.** The District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the execution of this Agreement. If Developer fails to pay sums due according to the terms of this Agreement, at the District Manager's direction, the District may bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when Developer has demonstrated, in the District's sole discretion, that such release will not materially impair the ability of the District to enforce the collection of funds hereunder.

**SECTION 4.** This Section provides for alternative methods of collection. In the event Developer fails to make payments due to the District pursuant to this Agreement, and the District first provides Developer with written notice of the delinquency to the address identified in this

Agreement and such delinquency is not cured within five (5) business days of the notice, then the District shall have the following remedies:

**A.** In the alternative or in addition to the collection method set forth in Section 2 above, the District may enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for Polk County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**B.** The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative, or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Polk County property appraiser. Developer hereby waives and/or relinquishes any rights it may have to challenge, object to or otherwise fail to pay such assessments if imposed, as well as the means of collection thereof.

**SECTION 5.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**SECTION 6.** 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 instrument.

**SECTION 7.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

**SECTION 8.** A default by either party under this 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, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Sections 3 and 4 above.

**SECTION 9.** 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. In the event Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agrees to be bound by the terms of this Agreement. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then unfunded portion of the applicable adopted Budget to fund any budgeted expenses that may arise during the remainder of the applicable fiscal year. Upon confirmation of the deposit of said funds into escrow, and evidence of an assignment to, and assumption by the purchaser, of this Agreement, Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated. Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

**SECTION 10.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties agree and consent to, for the purposes of venue, the exclusive jurisdiction of the courts of Polk County, Florida.

**SECTION 11.** This Agreement has been negotiated fully between the parties as 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 each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

**SECTION 12.** Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

**SECTION 13.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 14.** This Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

*[Signatures on next page]*

**IN WITNESS WHEREOF**, the parties execute this Agreement the day and year first written above.

**ATTEST:**

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**WITNESS:**

\_\_\_\_\_, a Florida

\_\_\_\_\_  
Witness

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

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

**Exhibit A:**    Property Description

**Exhibit B:**    Fiscal Year 2019-2020 General Fund Budget

**Exhibit A  
Property Description**

**EDEN HILLS CDD  
LEGAL DESCRIPTION**

**PARCEL 1**

THE S-1/2 OF SE-1/4 AND E-1/2 OF SW-1/4 OF SECTION 19, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY OF CASS ROAD.

**PARCEL 2**

THE S 1/2 OF THE SW 1/4 OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 26 EAST, LESS AND EXCEPT ALL ROADWAYS AND EASEMENTS OF RECORD OR IN USE, LYING AND BEING IN POLK COUNTY, FLORIDA.

**PARCEL 3**

COMMENCING AT THE SECTION POST AT THE NORTHEAST CORNER OF THE NE 1/4 OF SECTION 30, TOWNSHIP 27 SOUTH, RANGE 26 EAST, RUNNING THENCE IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF SAID SECTION 2290 FEET; THENCE SOUTH 685 FEET; THENCE IN AN EASTERLY DIRECTION PARALLEL TO THE NORTH LINE OF SAID SECTION TO THE EAST LINE OF SAID SECTION AND THENCE IN A NORTHERLY DIRECTION TO THE PLACE OF BEGINNING, LESS ROAD RIGHT OF WAY OF CASS ROAD.

**PARCEL 4**

THE SOUTH 945 FEET OF THE NW 1/4 AND THE N 1/2 OF THE SW 1/4 OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 26 EAST, LESS AND EXCEPT A PARCEL OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 341 FEET NORTH OF THE SOUTHEAST CORNER OF THE N 1/2 OF THE SW 1/4, RUN THENCE NORTH ALONG THE HALF SECTION LINE A DISTANCE OF 1929 FEET TO THE NORTH BOUNDARY OF THE ABOVE DESCRIBED PROPERTY, RUN THENCE WEST A DISTANCE OF 562.3 FEET, RUN THENCE SOUTH 16°15' EAST A DISTANCE OF 2009.3 FEET TO THE POINT OF BEGINNING.

LESS & EXCEPT THE FOLLOWING DESCRIBED PARCELS:

THAT PORTION OF CASS ROAD MAINTAINED RIGHT-OF-WAY AS SHOWN IN MAP BOOK 14, PAGES 78 THROUGH 86, AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, IN SECTIONS 19, 20, AND 30 TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

AND LESS & EXCEPT

THAT PORTION OF OLD LAKE ALFRED ROAD AS RECORDED IN MAP BOOK 2, PAGES 323 THROUGH 327, AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, IN SECTION 20, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

AND LESS & EXCEPT

RIGHT-OF-WAY PARCELS FOR COUNTY ROAD 557 AS SHOWN ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 1629 PROJECT 5537, AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.



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**THOSE PARTS MORE PARTICULARLY DESCRIBED AS:**

**PARCEL 1**

**BEGIN** AT A 5/8" IRON ROD AND CAP "LB 5450" STANDING AT THE NORTHWEST CORNER OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF ABOVE SAID SECTION 19, AND RUN THENCE ALONG THE NORTH LINE OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19 N-89°59'47"-E, 1321.68 FEET TO THE NORTHEAST CORNER OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE ALONG THE EAST LINE OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19 S-00°08'25"-E, 1323.96 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE ALONG THE NORTH LINE OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19 S-89°58'20"-E, 2637.88 FEET TO A 5/8" IRON ROD AND CAP "LB 5450" STANDING ON THE WESTERLY MAINTAINED RIGHT-OF-WAY LINE OF CASS ROAD ACCORDING TO MAP BOOK 14, PAGES 78 THROUGH 86 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWELVE (12) COURSES: 1) S-02°15'09"-W, 13.10 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) N-89°57'27"-W, 12.08 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 3) S-00°01'04"-E, 81.82 FEET; THENCE 4) N-87°37'47"-W, 0.97 FEET; THENCE 5) S-00°02'58"-W, 83.99 FEET; THENCE 6) S-00°14'03"-E, 282.24 FEET; THENCE 7) S-00°03'04"-E, 418.62 FEET; THENCE 8) S-00°34'59"-W, 258.08 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 9) S-05°24'19"-W, 43.23 FEET TO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE 10) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 246.83 FEET, A CENTRAL ANGLE/DELTA OF 14°54'25", A CHORD BEARING OF S-18°09'26"-W, A CHORD DISTANCE OF 64.04 FEET, FOR AN ARC LENGTH OF 64.22 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 11) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 213.59 FEET, A CENTRAL ANGLE/DELTA OF 16°06'05", A CHORD BEARING OF S-43°12'17"-W, A CHORD DISTANCE OF 59.83 FEET, FOR AN ARC LENGTH OF 60.02 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 12) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 150.45 FEET, A CENTRAL ANGLE/DELTA OF 07°22'46", A CHORD BEARING OF S-61°45'46"-W, A CHORD DISTANCE OF 19.36 FEET, FOR AN ARC LENGTH OF 19.38 FEET TO A 5/8" IRON ROD AND CAP STANDING ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID CASS ROAD; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING FORTY (40) COURSES: 1) S-88°38'37"-W, 153.54 FEET; THENCE 2) S-89°10'37"-W, 216.44 FEET; THENCE 3) S-89°17'23"-W, 188.18 FEET; THENCE 4) N-89°38'32"-W, 298.21 FEET; THENCE 5) N-89°53'42"-W, 234.77 FEET; THENCE 6) N-89°37'59"-W, 217.84 FEET; THENCE 7) S-89°30'50"-W, 250.08 FEET; THENCE 8) N-89°55'08"-W, 231.89 FEET; THENCE 9) N-89°49'48"-W, 270.34 FEET; THENCE 10) N-88°49'36"-W, 59.54 FEET; THENCE 11) N-80°07'52"-W, 37.96 FEET; THENCE 12) N-85°14'01"-W, 17.09 FEET; THENCE 13) N-70°59'02"-W, 18.15 FEET; THENCE 14) N-65°55'57"-W, 21.10 FEET; THENCE 15) N-67°05'59"-W, 98.72 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 16) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 523.28 FEET, A CENTRAL ANGLE/DELTA OF 13°50'09", A CHORD BEARING OF N-67°01'16"-W, A CHORD DISTANCE OF 126.06 FEET, FOR AN ARC LENGTH OF 126.36 FEET; THENCE 17) N-68°58'37"-W, 34.06 FEET; THENCE 18) S-89°31'05"-W, 19.75 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE 19) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 523.28 FEET, A CENTRAL ANGLE/DELTA OF 03°49'37", A CHORD BEARING OF N-81°39'02"-W, A CHORD DISTANCE OF 34.94 FEET, FOR AN ARC LENGTH OF 34.95 FEET; THENCE 20) S-89°14'01"-W, 66.62 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 21) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 260.64 FEET, A CENTRAL ANGLE/DELTA OF 26°43'30", A CHORD BEARING OF N-74°29'03"-W, A CHORD DISTANCE OF 120.47 FEET, FOR AN ARC LENGTH OF 121.57 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 22) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 242.45 FEET, A CENTRAL ANGLE/DELTA OF 34°55'23", A CHORD BEARING OF N-40°04'24"-W, A CHORD DISTANCE OF 145.50 FEET, FOR AN ARC LENGTH OF 147.78 FEET; THENCE 23) N-27°57'49"-W, 90.06 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 24) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 259.87 FEET, A CENTRAL ANGLE/DELTA OF 47°51'20", A CHORD BEARING OF N-54°10'27"-W, A CHORD DISTANCE OF 210.80 FEET, FOR AN ARC LENGTH OF 217.05 FEET; THENCE 25) N-65°06'24"-W, 17.01 FEET; THENCE 26) S-89°09'06"-W, 24.96 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE 27) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 241.94 FEET, A CENTRAL ANGLE/DELTA OF 13°31'58", A CHORD BEARING OF S-89°09'06"-W, A CHORD DISTANCE OF 57.01 FEET, FOR AN ARC LENGTH OF 57.14 FEET; THENCE 28) S-89°09'06"-W, 20.44 FEET; THENCE 29) S-75°16'11"-W, 14.14 FEET; THENCE 30) S-59°52'40"-W, 13.79 FEET TO A POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE 31) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 241.94 FEET, A CENTRAL ANGLE/DELTA OF 05°46'25", A CHORD BEARING OF S-68°16'47"-W, A CHORD DISTANCE OF 24.37 FEET, FOR AN ARC LENGTH OF 24.38 FEET; THENCE 32) S-63°03'02"-W, 85.21 FEET; THENCE 33) S-64°14'52"-W, 92.99 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 34) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 257.71 FEET, A CENTRAL ANGLE/DELTA OF 26°37'29", A CHORD BEARING OF S-86°10'03"-W, A CHORD DISTANCE OF 118.68 FEET, FOR AN



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ARC LENGTH OF 119.75 FEET; THENCE 35) N-67°10'39"-W, 37.65 FEET; THENCE 36) N-66°54'31"-W, 65.68 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 37) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 475.61 FEET, A CENTRAL ANGLE/DELTA OF 12°03'04", A CHORD BEARING OF N-68°55'28"-W, A CHORD DISTANCE OF 99.85 FEET, FOR AN ARC LENGTH OF 100.04 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHWESTERLY; THENCE 38) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 415.63 FEET, A CENTRAL ANGLE/DELTA OF 14°11'59", A CHORD BEARING OF N-79°41'42"-W, A CHORD DISTANCE OF 102.74 FEET, FOR AN ARC LENGTH OF 108.01 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHERLY; THENCE 39) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 800.61 FEET, A CENTRAL ANGLE/DELTA OF 08°59'50", A CHORD BEARING OF S-86°58'55"-W, A CHORD DISTANCE OF 125.59 FEET, FOR AN ARC LENGTH OF 125.72 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHEASTERLY; THENCE 40) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 492.25 FEET, A CENTRAL ANGLE/DELTA OF 00°52'46", A CHORD BEARING OF S-78°33'19"-W, A CHORD DISTANCE OF 7.55 FEET, FOR AN ARC LENGTH OF 7.55 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19, SAID POINT IS HEREBY DESIGNATED POINT "A" TO BE USED HEREIN AFTER; THENCE DEPARTING SAID NORTHERLY MAINTAINED RIGHT-OF-WAY, AND CONTINUING ALONG THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19, N-00°08'18"-W, 2166.25 FEET TO THE POINT OF BEGINNING.

#### TOGETHER WITH

COMMENCE AT ABOVE DESIGNATED POINT "A", AND RUN THENCE ALONG THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 S-00°08'18"-E, 61.47 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19, AND CONTINUING S-00°08'18"-E, 418.74 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 19; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 19 S-89°56'27"-E, 1602.13 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF CASS ROAD ACCORDING TO MAP BOOK 14, PAGES 78 THROUGH 86 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 19, AND ALONG SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWENTY (20) COURSES: 1) N-67°05'59"-W, 78.19 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 2) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 463.28 FEET, A CENTRAL ANGLE/DELTA OF 23°26'52", A CHORD BEARING OF N-71°23'14"-W, A CHORD DISTANCE OF 188.27 FEET, FOR AN ARC LENGTH OF 189.59 FEET; THENCE 3) S-89°14'01"-W, 64.18 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 4) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 320.64 FEET, A CENTRAL ANGLE/DELTA OF 27°20'48", A CHORD BEARING OF N-74°27'38"-W, A CHORD DISTANCE OF 151.59 FEET, FOR AN ARC LENGTH OF 153.04 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHEASTERLY; THENCE 5) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 302.45 FEET, A CENTRAL ANGLE/DELTA OF 34°43'11", A CHORD BEARING OF N-40°31'56"-W, A CHORD DISTANCE OF 180.48 FEET, FOR AN ARC LENGTH OF 183.27 FEET; THENCE 6) N-27°57'49"-W, 86.13 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 7) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 199.87 FEET, A CENTRAL ANGLE/DELTA OF 51°07'56", A CHORD BEARING OF N-56°07'58"-W, A CHORD DISTANCE OF 172.51 FEET, FOR AN ARC LENGTH OF 178.37 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHERLY; THENCE 8) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 181.94 FEET, A CENTRAL ANGLE/DELTA OF 37°08'54", A CHORD BEARING OF S-84°19'33"-W, A CHORD DISTANCE OF 115.91 FEET, FOR AN ARC LENGTH OF 117.96 FEET; THENCE 9) S-68°08'02"-W, 84.53 FEET; THENCE 10) S-64°14'52"-W, 97.90 FEET; THENCE 11) S-72°58'21"-W, 10.80 FEET; THENCE 12) S-58°07'54"-W, 3.99 FEET; THENCE 13) S-86°02'26"-W, 5.89 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 14) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 317.71 FEET, A CENTRAL ANGLE/DELTA OF 25°07'59", A CHORD BEARING OF S-88°14'39"-W, A CHORD DISTANCE OF 138.25 FEET, FOR AN ARC LENGTH OF 139.37 FEET; THENCE 15) N-67°10'39"-W, 44.44 FEET; THENCE 16) N-66°54'31"-W, 67.99 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 17) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 415.61 FEET, A CENTRAL ANGLE/DELTA OF 12°30'07", A CHORD BEARING OF N-68°52'12"-W, A CHORD DISTANCE OF 90.51 FEET, FOR AN ARC LENGTH OF 90.69 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHWESTERLY; THENCE 18) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 355.63 FEET, A CENTRAL ANGLE/DELTA OF 14°15'17", A CHORD BEARING OF N-79°31'29"-W, A CHORD DISTANCE OF 88.25 FEET, FOR AN ARC DISTANCE OF 88.48 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHERLY; THENCE 19) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 740.61 FEET, A CENTRAL ANGLE/DELTA OF 08°46'58", A CHORD BEARING OF S-87°01'04"-W, A CHORD DISTANCE OF 113.41 FEET, FOR AN ARC LENGTH OF 113.53 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHEASTERLY; THENCE 20) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 432.25 FEET, A CENTRAL ANGLE/DELTA OF 02°17'57", A CHORD BEARING OF S-77°36'22"-W, A CHORD DISTANCE OF 17.34 FEET, FOR AN ARC LENGTH OF 17.35 FEET TO THE POINT OF BEGINNING.



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**PARCEL 2**

BEGIN AT A ¾" IRON PIPE WITH NO IDENTIFICATION STANDING AT THE SOUTHWEST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 20, AND RUN THENCE ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 20 N-00°08'40"-W, 47.41 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF CASS ROAD ACCORDING TO THE MAP BOOK 14, PAGES 78 THROUGH 86 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING THE WEST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 20, AND RUN THENCE ALONG THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID CASS ROAD, THE FOLLOWING ELEVEN (11) COURSES: 1) NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 273.59 FEET, A CENTRAL ANGLE/Delta OF 01°53'52", A CHORD BEARING OF N-34°39'47"-E, A CHORD DISTANCE OF 9.06 FEET, FOR AN ARC LENGTH OF 9.06 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; 2) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 315.08 FEET, A CENTRAL ANGLE/Delta OF 15°39'31", A CHORD BEARING OF N-17°59'31"-E, A CHORD DISTANCE OF 85.84 FEET, FOR AN ARC LENGTH OF 86.11 FEET; THENCE 3) N-05°24'19"-E, 48.20 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 4) N-00°34'59"-E, 261.88 FEET; THENCE 5) N-00°05'56"-E, 200.20 FEET; THENCE 6) N-00°07'04"-W, 200.11 FEET; THENCE 7) N-00°14'03"-W, 300.00 FEET; THENCE 8) N-00°02'58"-E, 83.11 FEET; THENCE 9) S-89°58'04"-W, 0.42 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE 10) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 186.00 FEET, A CENTRAL ANGLE/Delta OF 04°15'37", A CHORD BEARING OF N-19°32'48"-E, A CHORD DISTANCE OF 13.83 FEET, FOR AN ARC LENGTH OF 13.83 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHEASTERLY; THENCE 11) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 116.00 FEET, A CENTRAL ANGLE/Delta OF 49°02'54", A CHORD BEARING OF N-46°12'03"-E, A CHORD DISTANCE OF 96.30 FEET, FOR AN ARC LENGTH OF 99.30 FEET TO A POINT ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF OLD LAKE ALFRED ROAD ACCORDING TO MAP BOOK 2, PAGES 323 THROUGH 327 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794 PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY MAINTAINED RIGHT-OF-WAY OF SAID OLD LAKE ALFRED ROAD THE FOLLOWING TWENTY-SIX (26) COURSES: 1) N-82°42'13"-E, 27.59 FEET; THENCE 2) N-87°08'13"-E, 60.11 FEET; THENCE 3) N-89°59'43"-E, 67.10 FEET; THENCE 4) S-66°15'13"-E, 9.93 FEET; THENCE 5) S-88°48'06"-E, 100.02 FEET; THENCE 6) N-89°56'17"-E, 100.00 FEET; THENCE 7) S-89°36'13"-E, 100.00 FEET; THENCE 8) N-89°28'47"-E, 100.00 FEET; THENCE 9) N-87°28'33"-E, 100.10 FEET; THENCE 10) N-89°52'51"-E, 100.00 FEET; THENCE 11) N-89°28'47"-E, 100.00 FEET; THENCE 12) S-89°08'43"-E, 100.01 FEET; THENCE 13) S-89°56'51"-E, 100.00 FEET; THENCE 14) N-89°32'13"-E, 100.00 FEET; THENCE 15) N-89°52'51"-E, 100.00 FEET; THENCE 16) S-89°56'51"-E, 100.00 FEET; THENCE 17) N-89°59'43"-E, 100.00 FEET; THENCE 18) S-89°39'39"-E, 100.00 FEET; THENCE 19) N-89°35'39"-E, 100.00 FEET; THENCE 20) S-89°53'24"-E, 100.00 FEET; THENCE 21) N-89°52'51"-E, 100.00 FEET; THENCE 22) N-89°49'58"-E, 100.00 FEET; THENCE 23) N-89°49'24"-E, 100.00 FEET; THENCE 24) S-89°43'06"-E, 100.00 FEET; THENCE 25) N-89°11'36"-E, 100.01 FEET; THENCE 26) S-89°19'21"-E, 38.37 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 557, AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 1629-PROJECT 5537, AND AS RECORDED IN OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NUMBER 557 THE FOLLOWING TWO (2) COURSES: 1) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1372.80 FEET, A CENTRAL ANGLE/Delta OF 28°32'52", A CHORD BEARING OF S-14°16'09"-E, A CHORD DISTANCE OF 676.95 FEET, FOR AN ARC LENGTH OF 684.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) S-00°00'16"-W, 662.88 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 20; THENCE DEPARTING THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NUMBER 557, AND CONTINUE ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 20 N-89°55'39"-W, 2580.00 FEET TO THE POINT OF BEGINNING.



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**EXHIBIT 2**  
**EDEN HILLS**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**LEGAL DESCRIPTION**

REVISION 1 7/24/19  
REVISION 2 9/20/19

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#### PARCELS

**BEGIN AT A 3/4" IRON PIPE WITH NO IDENTIFICATION STANDING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 30, AND RUN THENCE ALONG THE EAST LINE OF SAID SECTION 30 S-00°08'40"-E, 685.00 FEET; TO A 5/8" IRON ROD AND CAP "LB 5450"; THENCE DEPARTING THE EAST LINE OF SAID SECTION 30, N-89°56'27"-W, 2290.00 FEET TO A 5/8" IRON ROD AND CAP "LB 5450"; THENCE N-00°08'32"-W, 656.90 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF CASS ROAD ACCORDING TO THE MAP BOOK 14, PAGES 78 THROUGH 86 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING FOURTEEN (14) COURSES: 1) S-85°14'01"-E, 18.29 FEET; THENCE 2) S-80°07'51"-E, 39.84 FEET; THENCE 3) S-88°49'36"-E, 64.63 FEET; THENCE 4) S-89°49'48"-E, 270.91 FEET; THENCE 5) S-89°55'08"-E, 232.23 FEET; THENCE 6) N-89°30'50"-E, 249.93 FEET; THENCE 7) S-89°37'59"-E, 217.53 FEET; THENCE 8) S-89°53'42"-E, 234.78 FEET; THENCE 9) S-89°38'32"-E, 297.15 FEET; THENCE 10) S-88°53'35"-E, 172.69 FEET; THENCE 11) S-89°59'22"-E, 232.57 FEET; THENCE 12) S-89°19'57"-E, 95.31 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 13) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 210.45 FEET, A CENTRAL ANGLE/DELTA OF 31°52'07", A CHORD BEARING OF N-73°00'48"-E, A CHORD DISTANCE OF 115.55 FEET, FOR AN ARC LENGTH OF 117.05 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 14) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 273.59 FEET, A CENTRAL ANGLE/DELTA OF 02°55'33", A CHORD BEARING OF N-50°31'27"-E, A CHORD DISTANCE OF 13.97 FEET, FOR AN ARC LENGTH OF 13.97 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 30; THENCE DEPARTING THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID CASS ROAD, AND ALONG THE NORTH LINE OF SAID SECTION 30; S-89°56'27"-E, 43.27 FEET TO THE POINT OF BEGINNING.**

#### PARCEL 4

**BEGIN AT A 1" IRON PIPE WITH NO IDENTIFICATION STANDING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20, AND RUN THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20 N-00°08'40"-W, 945.00 FEET TO THE NORTH LINE OF THE SOUTH 945 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE ALONG THE NORTH LINE OF THE SOUTH 945 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 20 N-89°56'41"-E, 1988.39 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 557 AS SHOWN ON THE STATE OF FLORIDA-STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 1629-PROJECT 5537, AND AS RECORDED IN OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NUMBER 557 THE FOLLOWING SIX (6) COURSES: 1) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1830.57 FEET, A CENTRAL ANGLE/DELTA OF 13°13'14", A CHORD BEARING OF S-08°09'36"-E, A CHORD DISTANCE OF 421.46 FEET, FOR AN ARC LENGTH OF 422.39 FEET TO A 5/8" IRON ROD AND CAP "LB 5450"; THENCE 2) N-88°27'01"-E, 20.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; SAID POINT IS ALSO A POINT OF CURVE CONCAVE WESTERLY; THENCE 3) THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 1850.57 FEET, A CENTRAL ANGLE/DELTA OF 01°35'45", A CHORD BEARING OF S-00°45'06"-E, A CHORD DISTANCE OF 51.54 FEET, FOR AN ARC LENGTH OF 51.54 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 4) S-00°02'46"-W, 793.12 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; SAID POINT IS ALSO A POINT OF CURVE CONCAVE EASTERLY; THENCE 5) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1492.39 FEET, A CENTRAL ANGLE/DELTA OF 29°30'00", A CHORD BEARING OF S-14°42'14"-E, A CHORD DISTANCE OF 759.93 FEET, FOR AN ARC LENGTH OF 768.39 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 6) S-29°27'14"-E, 56.87 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF OLD LAKE ALFRED ROAD ACCORDING TO MAP BOOK 2, PAGES 323 THROUGH 327 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE DEPARTING THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NUMBER 557, AND ALONG THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD THE FOLLOWING NINE (9) COURSES: 1) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE/DELTA OF 36°52'12", A CHORD BEARING OF S-42°06'40"-W, A CHORD DISTANCE OF 31.62 FEET, FOR AN ARC LENGTH OF 32.18 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) S-60°32'46"-W, 20.14 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" HEREBY DESIGNATED POINT "B" TO BE USED HEREINAFTER, SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE 3) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE/DELTA OF 29°26'57", A CHORD BEARING OF S-75°16'15"-W, A CHORD DISTANCE OF 481.40 FEET, FOR AN ARC LENGTH OF 486.74 FEET TO A 5/8" IRON ROD AND CAP "LB 8126";**



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## EXHIBIT 2 EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT LEGAL DESCRIPTION

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THENCE 4) S-89°59'43"-W, 564.31 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 5) N-76°30'31"-W, 51.42 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 6) S-89°59'43"-W, 217.24 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE 7) THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE/DELTA OF 66°25'19", A CHORD BEARING OF S-56°47'04"-W, A CHORD DISTANCE OF 21.91 FEET, FOR AN ARC LENGTH OF 23.19 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 8) S-89°59'43"-W, 710.79 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 9) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE/DELTA OF 89°53'07", A CHORD BEARING OF N-45°03'43"-W, A CHORD DISTANCE OF 247.24 FEET, FOR AN ARC LENGTH OF 274.54 FEET TO A 5/8" IRON ROD AND CAP STANDING ON THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD; THENCE ALONG THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD THE FOLLOWING TWO (2) COURSES: 1) N-00°07'09"-W, 889.59 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE WESTERLY; THENCE 2) THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE/DELTA OF 34°41'22", A CHORD BEARING OF N-17°27'50"-W, A CHORD DISTANCE OF 149.06 FEET, FOR AN ARC LENGTH OF 151.36 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE WEST LINE OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 20; THENCE DEPARTING THE EASTERLY MAINTAINED RIGHT-OF-WAY OF SAID OLD LAKE ALFRED ROAD, AND ALONG THE WEST LINE OF THE NORTH ½ OF THE SOUTHWEST ¼ N-00°08'40"-W, 48.43 FEET TO THE POINT OF BEGINNING.

#### TOGETHER WITH

COMMENCE AT ABOVE DESIGNATED POINT "B", AND RUN THENCE S-29°26'54"-E, 80.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS THE POINT OF BEGINNING, SAID POINT IS ALSO A POINT ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD; THENCE ALONG THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD THE FOLLOWING TWO (2) COURSES: 1) N-60°32'46"-E, 20.15 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE 2) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE/DELTA OF 36°52'12", A CHORD BEARING OF N-78°58'52"-E, A CHORD DISTANCE OF 31.62 FEET, FOR AN ARC LENGTH OF 32.18 FEET TO A 5/8" IRON ROD AND CAP STANDING ON THE WESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NUMBER 557; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 557 S-29°27'14"-E, 141.33 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD; THENCE ALONG THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD THE FOLLOWING FIVE (5) COURSES: 1) S-85°30'10"-W, 23.94 FEET; THENCE 2) S-89°49'24"-W, 100.00 FEET; THENCE 3) N-89°46'32"-W, 100.00 FEET; THENCE 4) S-89°49'24"-W, 100.00 FEET; THENCE 5) N-89°39'39"-W, 78.54 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS A POINT ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD, SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1027.00 FEET, A CENTRAL ANGLE/DELTA OF 17°02'44", A CHORD BEARING OF N-69°04'08"-E, A CHORD DISTANCE OF 304.41 FEET, FOR AN ARC LENGTH OF 305.53 FEET TO THE POINT OF BEGINNING.



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## EXHIBIT 2 EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT LEGAL DESCRIPTION

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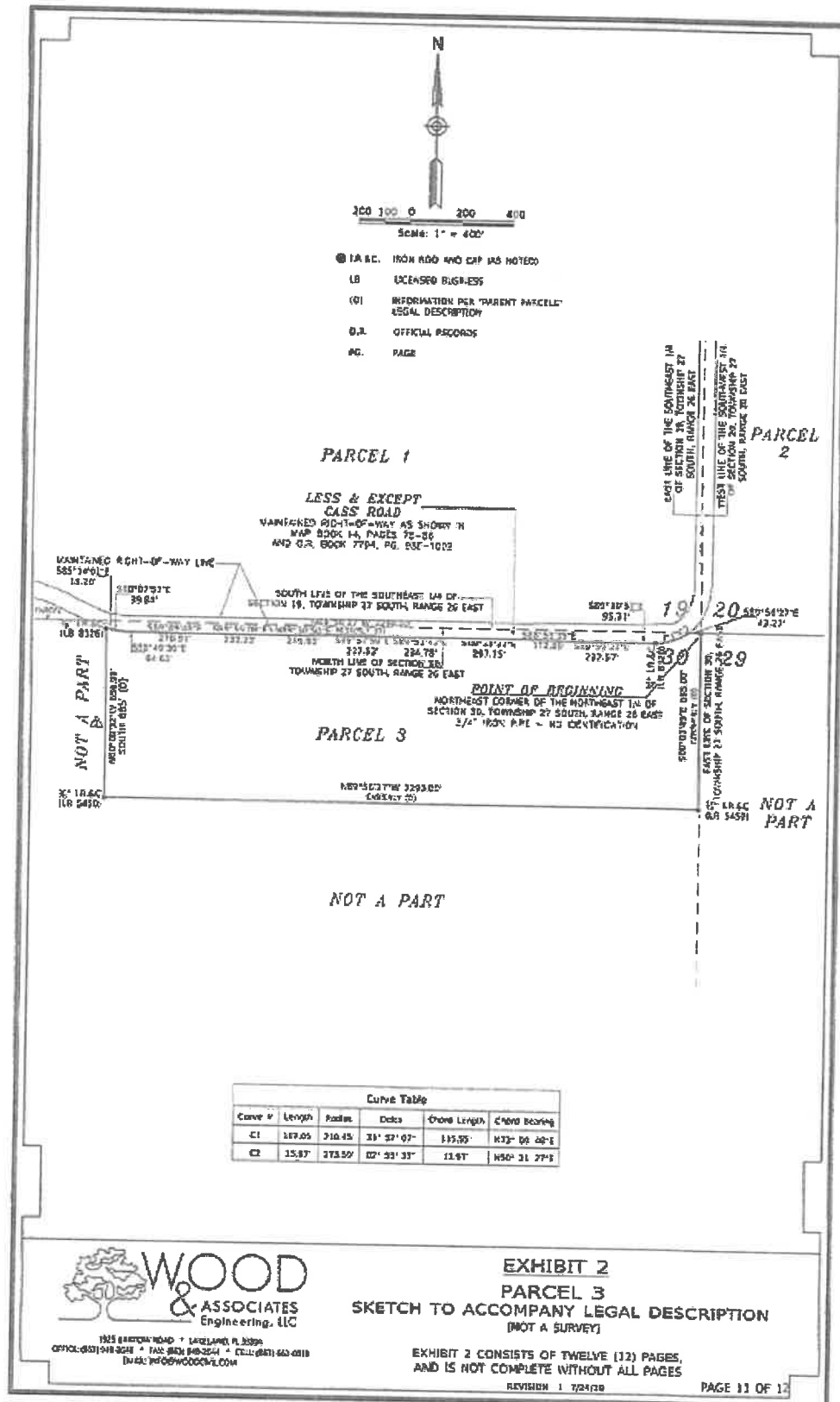
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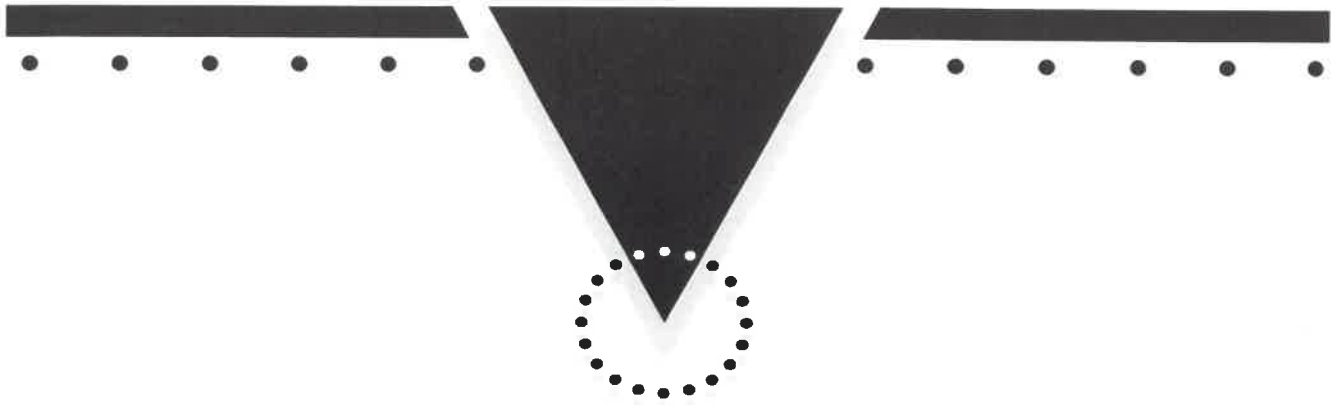








**Exhibit B**  
**FY2019-2020 General Fund Budget**  
*[Attach]*



**Eden Hills  
Community Development District**

**Proposed Budget  
FY 2020**



# Table of Contents

**1** General Fund

**2-3** General Fund Narrative

# Eden Hills

## Community Development District

### Proposed Budget General Fund

Description	Proposed Budget FY2020
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#### Revenues

Developer Contributions	\$114,535
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<b>Total Revenues</b>	<b>\$114,535</b>
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#### Expenditures

##### Administrative

Supervisor Fees	\$12,000
Engineering	\$15,000
Attorney	\$25,000
Management Fees	\$35,000
** Information Technology	\$3,775
Telephone	\$300
Postage	\$1,000
Insurance	\$5,000
Printing & Binding	\$1,000
Legal Advertising	\$10,000
Other Current Charges	\$5,000
Office Supplies	\$625
Travel Per Diem	\$660
Dues, Licenses & Subscriptions	\$175

<b>Total Expenditures</b>	<b>\$114,535</b>
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<b>Excess Revenues/(Expenditures)</b>	<b>\$0</b>
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\*\* Budget amount includes a one-time website creation fee.

# Eden Hills

## Community Development District

### GENERAL FUND BUDGET

#### **REVENUES:**

##### **Developer Contributions**

The District will enter into a Funding Agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

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#### **EXPENDITURES:**

##### **Administrative:**

##### **Supervisor Fees**

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

##### **Engineering**

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

##### **Attorney**

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

##### **Management Fees**

The District will incur costs for Management, Accounting and Administrative services during the Fiscal Year.

##### **Information Technology**

Represents costs related to the District's accounting and information systems, District's website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

##### **Telephone**

Telephone and fax machine.

##### **Postage**

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

**Eden Hills**  
**Community Development District**  
GENERAL FUND BUDGET

Insurance

The District's general liability, public official's liability insurance and property insurance coverages.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

# SECTION E

**RESOLUTION 2020-11**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, *FLORIDA STATUTES*; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Eden Hills Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within the City of Lake Alfred, Florida; and

**WHEREAS**, the District pursuant to the provisions of Chapter 190, *Florida Statutes*, is authorized to levy, collect, and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the District's Board of Supervisors (the "Board") to levy, collect, and enforce special assessments pursuant to Chapters 170, 190 and 197, *Florida Statutes*; and

**WHEREAS**, the District desires to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, (the "Uniform Method").

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

**SECTION 1.** A Public Hearing will be held to adopt the Uniform Method on \_\_\_\_\_ at \_\_\_\_\_.m., at \_\_\_\_\_.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, *Florida Statutes*.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November, 2019.

**ATTEST:**

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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



## SECTION V

# SECTION A

## **RESOLUTION 2020-12**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF THE DISTRICT; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO EXECUTE AND DELIVER ANY AND ALL FINANCIAL REPORTS REQUIRED BY RULE, STATUTE, LAW, ORDINANCE OR REGULATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Eden Hills Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Lake Alfred, Florida; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) is statutorily authorized to select a depository as defined in Section 280.02, *Florida Statutes*, which meets all the requirements of Chapter 280, *Florida Statutes*, and has been designated by the State Chief Financial Officer as a qualified public depository; and

**WHEREAS**, the District has had no District revenues and has therefore made no public deposits nor has the District heretofore delegated to a Treasurer, or to any other person, responsibility for handling public deposits; and

**WHEREAS**, the District, prior to making any public deposit, is required to furnish to the Chief Financial Officer its official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts; and

**WHEREAS**, the Board, having organized by appointing a Treasurer and other officers, is now in a position to select a public depository and to comply with the requirements for public depositories; and

**WHEREAS**, the Board wishes to designate a public depository for District funds.

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

**SECTION 1.** \_\_\_\_\_, is hereby designated as the public depository for funds of the District.

**SECTION 2.** In accordance with Section 280.17(2), *Florida Statutes*, the District’s Secretary is hereby directed to take the following steps:

- A.** Ensure that the name of the District is on the account or certificate or other form provided to the District by the qualified public depository in a manner sufficient to identify that the account is a Florida public deposit.
- B.** Execute the form prescribed by the Chief Financial Officer for identification of each public deposit account and obtain acknowledgement of receipt on the form from the qualified public depository at the time of opening the account.

- C. Maintain the current public deposit identification and acknowledgement form as a valuable record.

**SECTION 3.** The District's Treasurer, upon assuming responsibility for handling the funds of the District, is directed to furnish the Chief Financial Officer annually, not later than November 30 of each year, the information required in accordance with Section 280.17(6), *Florida Statutes*, and otherwise take the necessary steps to ensure that all other requirements of Section 280.17, *Florida Statutes*, have been met.

**SECTION 4.** The District Manager, Treasurer, and/or Assistant Treasurer are hereby authorized on behalf of the District to execute and deliver any and all other financial reports required by any other rule, statute, law, ordinance or regulation.

**SECTION 5.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November, 2019.

ATTEST:

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

## SECTION B

**RESOLUTION 2020-13**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT DIRECTING GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC, TO ESTABLISH A LOCAL BANK ACCOUNT AT \_\_\_\_\_ FOR THE DISTRICT AND APPOINT Jillian Burns and George Flint AS SIGNORS ON THE ACCOUNT AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Eden Hills Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within the City of Lake Alfred, Florida; and

**WHEREAS**, the District’s Board of Supervisors desires to establish a local bank account for the District and appoint Jillian Burns and George Flint as signors on the account.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT THAT:**

**SECTION 1.** Governmental Management Services – Central Florida, LLC, is directed to establish a local bank account at \_\_\_\_\_ for the District.

**SECTION 2.** Jillian Burns and George Flint shall be appointed as signors on the account.

**SECTION 3.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November, 2019.

ATTEST:

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

# SECTION C

## **RESOLUTION 2020-14**

### **A RESOLUTION SETTING FORTH THE POLICY OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS, DISTRICT OFFICERS, AND RETAINED STAFF; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors (the “Board”) and the officers and staff of the Eden Hills Community Development District (the “District”) are constantly presented with the necessity for making decisions regarding various phases of the District policy and management; and

**WHEREAS**, it is absolutely essential to the effective operation of the District that such decisions be made in an environment where the threat of personal liability for the members of the Board and its officers and staff is maintained at a minimum; and

**WHEREAS**, the Board wishes to formalize a policy with regard to the support and legal-protection of the Board and its officers and staff to reduce the threat of personal liability to such individuals and allow for an effective decision-making environment.

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

**SECTION 1.** As set forth in this Resolution, the District, in accordance with Florida law, agrees that the following Board members, officers, and staff (together, “Indemnitees”) of the District, shall be provided the benefit of the indemnification, support and legal defense provisions provided in this Resolution:

- A.** All members of the Board of Supervisors; and
- B.** Secretary and Assistant Secretaries, Treasurer and Assistant Treasurers, and other District officers, as well as District Staff (e.g., the District Manager, the District Engineer, and the District Counsel).

**SECTION 2.** As set forth in this Resolution and in accordance with Sections 111.07 and 768.28, *Florida Statutes*, the District hereby agrees to provide legal representation to defend any and all civil actions, including federal civil rights and other federal civil claims, arising from a complaint for damages or injuries suffered as a result of any action or omission of action of all Indemnitees, present or former, arising out of and in the scope of his or her employment or function, unless, in the case of a tort action, the Indemnitee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Defense of such civil actions includes, but is not limited to, any civil rights lawsuit seeking relief personally against any Indemnitee for an act or omission under color of state law, custom or usage, wherein it is alleged that such Indemnitee has deprived another person of rights secured under the Federal Constitution or laws, including, by way of example, actions under 42



U.S.C. §1983 or other federal statute. The District further agrees to provide legal representation to defend against any other litigation arising against an Indemnatee from the performance of their official duties while serving a public purpose, including civil, administrative or criminal actions as permitted by law. By these provisions, the District does not waive any immunity from liability or limited waiver of such immunity as granted under Florida law. Rather, the District is stating that to the extent the State does not protect the Board and its officers from liability through its laws, the District is committed to doing so to the extent described in this Resolution and as permitted by law.

**SECTION 3.** The District may insure itself in order to cover all reasonable costs and fees directly arising out of or in connection with any legal claim or suit that directly results from a decision or act made by an Indemnatee while performing the duties and functions of his or her position.

**SECTION 4.** This Resolution is intended to evidence the District's support of Indemnitees who perform acts and render decisions in the good faith performance of their duties and functions. The District will neither support nor defend those actions or omissions committed by an individual outside the scope of his or her office or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. By adoption of this Resolution, the Indemnatee(s) in question are each presumed to have acted within the scope of his or her office and are presumed to be acting in good faith, without a malicious purpose, and not in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The District's Board of Supervisors may overcome this presumption only by unanimous vote of those participating and voting, in accordance with Section 7 herein.

**SECTION 5.** In the event that the District has expended funds to provide an attorney to defend a Indemnatee who is found to be personally liable by virtue of actions outside the scope of his or her employment or function, or is found to have acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, the individual shall be required to reimburse the District for funds so expended. The District may recover such funds in a civil action against such individual.

**SECTION 6.** The District agrees to pay any final judgment, including damages, fines, penalties, or other damages, costs, and attorneys' fees and costs, arising from any complaint for damages or injuries suffered as a result of any action or omission of action of any Indemnatee as described in Section 111.07, *Florida Statutes*. If the action arises under Section 768.28, *Florida Statutes*, as a tort claim, the limitations and provisions of that section governing payment shall apply. If the action is a civil rights action arising under 42 U.S.C. §1983, or similar federal statutes, payment for the full amount of judgment may be made unless the individual has been determined in the final judgment to have caused the harm intentionally. The District agrees to pay any compromise or settlement of any claim or litigation described in this paragraph; provided, however, that the District determines such compromise or settlement to be in the District's best interest.

**SECTION 7.** To rebut the presumption of the automatic payment of judgments or provision of legal representation pursuant to this Resolution, at least one of the following determinations shall be made by a unanimous decision of the District's Board of Supervisors participating and voting:

- A.** The actions of the Indemnatee were outside the scope of his or her duties and authority; or
- B.** The acts or omissions of the Indemnatee constituted bad faith, malicious purpose, intentional infliction of harm, or were done in a manner exhibiting wanton and willful disregard of human rights, safety, or property; or
- C.** The Indemnatee received financial profit or advantage to which he or she was not legally entitled.

**SECTION 8.** To ensure the provision of legal representation pursuant to this Resolution, the following must be met:

- A.** A copy of the summons, complaint, notice, demand letter, or other document or pleading in the action, or a letter setting forth the substance of any claim or complaint, must be delivered to the District Chairman, Vice Chairman, District Manager, or District Counsel within fourteen (14) calendar days after actual receipt of any such document together with a specific request in writing that the District defend or provide representation for the Indemnatee; and
- B.** The Indemnatee must cooperate continuously and fully with the District in the defense of the action.

**SECTION 9.** Any indemnification, legal defense, or other protection provided pursuant to this representation shall not extend to:

- A.** Consulting or other outside professional or business activities for which the Indemnatee received financial or other material compensation, which are outside the scope of his or her District duties and authority; and
- B.** Any independent contractor for whom defense or indemnification is not authorized pursuant to Section 1(b) of this Resolution, unless the Board votes to authorize such indemnification, legal defense, or other protection; and
- C.** Any fine, penalty, or other punishment imposed as a result of conviction for a criminal offense, and any legal fees and costs incurred to defend criminal prosecution in which a conviction is obtained; and
- D.** Claims brought against the Indemnatee by the District's Board of Supervisors; and
- E.** Any indemnification or defense prohibited by law.

**SECTION 10.** In the event legal representation or defense is provided pursuant to this Resolution, the Indemnatee may either:

- A.** Retain legal counsel appointed by the District, in which case legal counsel shall be paid directly by the District; or
- B.** Retain legal counsel chosen by the Indemnatee, in which case the District shall have the right to:
  - i.** Approve, in advance, any agreement for legal fees or disbursements; and
  - ii.** Pay all or part of the legal fees, costs, and other disbursements, and to set a maximum for legal fees, costs, and other disbursements; and
  - iii.** Direct the defense and settle or compromise the action or claim; and
  - iv.** Reduce or offset any monies that may be payable by the District by any court costs or attorneys' fees awarded to the Indemnatee.

**SECTION 11.** The benefits of the policy adopted in this Resolution shall not enlarge the rights that would have been available to any third-party plaintiff or claimant in the absence of this policy.

**SECTION 12.** To the extent permitted by law, this policy shall inure to the benefit of the heirs, personal representatives, and estate of the Board member and/or officer.

**SECTION 13.** The District reserves the right to change, modify, or withdraw this Resolution in its sole discretion, except as to actions, demand or other claims based on acts or omissions that occurred before the effective change, modification, or withdrawal of this Resolution.

**SECTION 14.** This Resolution shall be effective as of its adoption on the date listed below and shall apply to any acts or omissions occurring after that date.

*[Remainder of this page left intentionally blank]*

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November, 2019.

**ATTEST:**

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

## SECTION D

**RESOLUTION 2020-15**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING OR RATIFYING THE RECORDING OF THE NOTICE OF ESTABLISHMENT OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Eden Hills Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Lake Alfred, Florida; and

**WHEREAS**, the District was established by Ordinance \_\_\_\_\_, adopted by the Board of City Commissioners in and for the City of Lake Alfred, Florida, which became effective on \_\_\_\_\_, 2019; and

**WHEREAS**, Section 190.0485, *Florida Statutes*, requires a “Notice of Establishment” to be filed within 30 days after the effective date of the rule; and

**WHEREAS**, the organizational meeting of the District’s Board of Supervisors was scheduled for November 1, 2019; and

**WHEREAS**, Hopping Green & Sams, P.A., has arranged for the recording of the “Notice of Establishment of the Eden Hills Community Development District” with the Polk County Clerk of the Court to ensure compliance with Florida law.

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

**SECTION 1. AUTHORIZATION OR RATIFICATION.** The actions of Hopping Green & Sams, P.A. in recording the Notice of Establishment, attached hereto as **Exhibit A**, of the Eden Hills Community Development District is hereby authorized or ratified.

**SECTION 2. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November, 2019.

**ATTEST:**

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Notice of Establishment

# SECTION 1

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

Roy Van Wyk  
HOPPING GREEN & SAMS, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

---

**NOTICE OF ESTABLISHMENT OF THE  
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT**

PLEASE TAKE NOTICE that on October 21, 2019, and pursuant to a petition filed by Jack M. Barry, Inc., a Florida corporation, the City Commission of the City of Lake Alfred, Florida adopted Ordinance No. \_\_\_\_\_, which became effective on \_\_\_\_\_, 2019, establishing the Eden Hills Community Development District (“**District**”). The legal description of the lands encompassed within the District is attached hereto as **Exhibit A**. The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. More information on the powers, responsibilities, and duties of the District may be obtained by examining Chapter 190, *Florida Statutes*, or by contacting the District’s registered agent as designated to the Department of Economic Opportunity under Section 189.014, *Florida Statutes*.

**THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENT TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

[THIS SPACE INTENTIONALLY LEFT BLANK]



**IN WITNESS WHEREOF**, this Notice has been executed on this 1<sup>st</sup> day of November, 2019, and recorded in the Official Records of Polk County, Florida.

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

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

## Exhibit A

### Property Description

#### EDEN HILLS CDD LEGAL DESCRIPTION

**PARCEL 1**

THE S-1/2 OF SE-1/4 AND E-1/2 OF SW-1/4 OF SECTION 19, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY OF CASS ROAD.

**PARCEL 2**

THE S 1/4 OF THE SW 1/4 OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 26 EAST, LESS AND EXCEPT ALL ROADWAYS AND EASEMENTS OF RECORD OR IN USE, LYING AND BEING IN POLK COUNTY, FLORIDA.

**PARCEL 3**

COMMENCING AT THE SECTION POST AT THE NORTHEAST CORNER OF THE NE 1/4 OF SECTION 30, TOWNSHIP 27 SOUTH, RANGE 26 EAST, RUNNING THENCE IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF SAID SECTION 2290 FEET; THENCE SOUTH 685 FEET; THENCE IN AN EASTERLY DIRECTION PARALLEL TO THE NORTH LINE OF SAID SECTION TO THE EAST LINE OF SAID SECTION AND THENCE IN A NORTHERLY DIRECTION TO THE PLACE OF BEGINNING, LESS ROAD RIGHT OF WAY OF CASS ROAD.

**PARCEL 4**

THE SOUTH 945 FEET OF THE NW 1/4 AND THE N 1/2 OF THE SW 1/4 OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 26 EAST, LESS AND EXCEPT A PARCEL OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 341 FEET NORTH OF THE SOUTHEAST CORNER OF THE N 1/2 OF THE SW 1/4, RUN THENCE NORTH ALONG THE HALF SECTION LINE A DISTANCE OF 1929 FEET TO THE NORTH BOUNDARY OF THE ABOVE DESCRIBED PROPERTY, RUN THENCE WEST A DISTANCE OF 562.3 FEET, RUN THENCE SOUTH 16°15' EAST A DISTANCE OF 2009.3 FEET TO THE POINT OF BEGINNING.

LESS & EXCEPT THE FOLLOWING DESCRIBED PARCELS:

THAT PORTION OF CASS ROAD MAINTAINED RIGHT-OF-WAY AS SHOWN IN MAP BOOK 14, PAGES 78 THROUGH 86, AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, IN SECTIONS 19, 20, AND 30 TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

AND LESS & EXCEPT

THAT PORTION OF OLD LAKE ALFRED ROAD AS RECORDED IN MAP BOOK 2, PAGES 323 THROUGH 327, AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, IN SECTION 20, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

AND LESS & EXCEPT

RIGHT-OF-WAY PARCELS FOR COUNTY ROAD 557 AS SHOWN ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 1629 PROJECT 5537, AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.



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#### EXHIBIT 2 EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT LEGAL DESCRIPTION

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REVISION 2 9/20/19

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**THOSE PARTS MORE PARTICULARLY DESCRIBED AS:**

**PARCEL 2**

**BEGIN** AT A 5/8" IRON ROD AND CAP "LB 5450" STANDING AT THE NORTHWEST CORNER OF THE EAST ½ OF THE SOUTHWEST ¼ OF ABOVE SAID SECTION 19, AND RUN THENCE ALONG THE NORTH LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 N-89°59'47"-E, 1321.68 FEET TO THE NORTHEAST CORNER OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19; THENCE ALONG THE EAST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 S-00°08'25"-E, 1323.96 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19; THENCE ALONG THE NORTH LINE OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 S-89°58'20"-E, 2637.88 FEET TO A 5/8" IRON ROD AND CAP "LB 5450" STANDING ON THE WESTERLY MAINTAINED RIGHT-OF-WAY LINE OF CASS ROAD ACCORDING TO MAP BOOK 14, PAGES 78 THROUGH 86 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWELVE (12) COURSES: 1) S-02°15'09"-W, 13.10 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) N-89°57'27"-W, 12.08 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 3) S-00°01'04"-E, 81.82 FEET; THENCE 4) N-87°37'47"-W, 0.97 FEET; THENCE 5) S-00°02'58"-W, 83.99 FEET; THENCE 6) S-00°14'03"-E, 282.24 FEET; THENCE 7) S-00°01'04"-E, 418.62 FEET; THENCE 8) S-00°34'59"-W, 258.08 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 9) S-05°24'19"-W, 43.23 FEET TO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE 10) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 246.83 FEET, A CENTRAL ANGLE/DELTA OF 14°54'25", A CHORD BEARING OF S-18°09'26"-W, A CHORD DISTANCE OF 64.04 FEET, FOR AN ARC LENGTH OF 64.22 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 11) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 213.59 FEET, A CENTRAL ANGLE/DELTA OF 16°06'05", A CHORD BEARING OF S-43°12'17"-W, A CHORD DISTANCE OF 59.83 FEET, FOR AN ARC LENGTH OF 60.02 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 12) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 150.45 FEET, A CENTRAL ANGLE/DELTA OF 07°22'46", A CHORD BEARING OF S-61°45'46"-W, A CHORD DISTANCE OF 19.36 FEET, FOR AN ARC LENGTH OF 19.38 FEET TO A 5/8" IRON ROD AND CAP STANDING ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID CASS ROAD; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING FORTY (40) COURSES: 1) S-88°38'37"-W, 153.54 FEET; THENCE 2) S-89°10'37"-W, 216.44 FEET; THENCE 3) S-89°17'23"-W, 188.18 FEET; THENCE 4) N-89°38'32"-W, 298.21 FEET; THENCE 5) N-89°58'42"-W, 234.77 FEET; THENCE 6) N-89°37'59"-W, 217.84 FEET; THENCE 7) S-89°30'50"-W, 250.08 FEET; THENCE 8) N-89°55'08"-W, 231.89 FEET; THENCE 9) N-89°49'48"-W, 270.34 FEET; THENCE 10) N-88°49'36"-W, 59.54 FEET; THENCE 11) N-80°07'52"-W, 37.96 FEET; THENCE 12) N-85°14'01"-W, 17.09 FEET; THENCE 13) N-70°59'02"-W, 18.15 FEET; THENCE 14) N-65°55'57"-W, 21.10 FEET; THENCE 15) N-67°05'59"-W, 98.72 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 16) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 523.28 FEET, A CENTRAL ANGLE/DELTA OF 13°50'09", A CHORD BEARING OF N-67°01'16"-W, A CHORD DISTANCE OF 126.06 FEET, FOR AN ARC LENGTH OF 126.36 FEET; THENCE 17) N-68°58'37"-W, 34.06 FEET; THENCE 18) S-89°31'05"-W, 19.75 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE 19) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 523.28 FEET, A CENTRAL ANGLE/DELTA OF 08°49'37", A CHORD BEARING OF N-81°39'02"-W, A CHORD DISTANCE OF 34.94 FEET, FOR AN ARC LENGTH OF 34.95 FEET; THENCE 20) S-89°14'01"-W, 66.62 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 21) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 260.64 FEET, A CENTRAL ANGLE/DELTA OF 26°43'30", A CHORD BEARING OF N-74°29'03"-W, A CHORD DISTANCE OF 120.47 FEET, FOR AN ARC LENGTH OF 121.57 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 22) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 242.45 FEET, A CENTRAL ANGLE/DELTA OF 34°55'23", A CHORD BEARING OF N-40°04'24"-W, A CHORD DISTANCE OF 145.50 FEET, FOR AN ARC LENGTH OF 147.78 FEET; THENCE 23) N-27°57'49"-W, 90.06 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 24) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 259.87 FEET, A CENTRAL ANGLE/DELTA OF 47°51'20", A CHORD BEARING OF N-54°10'27"-W, A CHORD DISTANCE OF 210.80 FEET, FOR AN ARC LENGTH OF 217.05 FEET; THENCE 25) N-65°06'24"-W, 17.01 FEET; THENCE 26) S-89°09'06"-W, 24.96 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE 27) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 243.94 FEET, A CENTRAL ANGLE/DELTA OF 13°31'58", A CHORD BEARING OF S-88°09'06"-W, A CHORD DISTANCE OF 57.01 FEET, FOR AN ARC LENGTH OF 57.14 FEET; THENCE 28) S-89°09'06"-W, 20.44 FEET; THENCE 29) S-75°16'11"-W, 14.14 FEET; THENCE 30) S-59°52'40"-W, 13.79 FEET TO A POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE 31) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 241.94 FEET, A CENTRAL ANGLE/DELTA OF 05°46'25", A CHORD BEARING OF S-68°16'47"-W, A CHORD DISTANCE OF 24.37 FEET, FOR AN ARC LENGTH OF 24.38 FEET; THENCE 32) S-63°03'02"-W, 85.21 FEET; THENCE 33) S-64°14'52"-W, 92.99 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 34) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 257.71 FEET, A CENTRAL ANGLE/DELTA OF 26°37'29", A CHORD BEARING OF S-86°10'03"-W, A CHORD DISTANCE OF 118.68 FEET, FOR AN



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**EXHIBIT 2**  
**EDEN HILLS**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**LEGAL DESCRIPTION**

REVISION 1 7/24/19  
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ARC LENGTH OF 119.75 FEET; THENCE 35) N-67°10'39"-W, 37.65 FEET; THENCE 36) N-66°54'31"-W, 65.68 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 37) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 475.61 FEET, A CENTRAL ANGLE/DELTA OF 12°03'04", A CHORD BEARING OF N-68°55'28"-W, A CHORD DISTANCE OF 99.85 FEET, FOR AN ARC LENGTH OF 100.04 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHWESTERLY; THENCE 38) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 415.63 FEET, A CENTRAL ANGLE/DELTA OF 14°11'59", A CHORD BEARING OF N-79°41'42"-W, A CHORD DISTANCE OF 102.74 FEET, FOR AN ARC LENGTH OF 103.01 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHERLY; THENCE 39) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 800.61 FEET, A CENTRAL ANGLE/DELTA OF 08°59'50", A CHORD BEARING OF S-86°58'55"-W, A CHORD DISTANCE OF 125.59 FEET, FOR AN ARC LENGTH OF 125.72 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHEASTERLY; THENCE 40) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 492.25 FEET, A CENTRAL ANGLE/DELTA OF 00°52'46", A CHORD BEARING OF S-78°33'19"-W, A CHORD DISTANCE OF 7.55 FEET, FOR AN ARC LENGTH OF 7.55 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19, SAID POINT IS HEREBY DESIGNATED POINT "A" TO BE USED HEREIN AFTER; THENCE DEPARTING SAID NORTHERLY MAINTAINED RIGHT-OF-WAY, AND CONTINUING ALONG THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19, N-00°08'18"-W, 2166.25 FEET TO THE POINT OF BEGINNING.

**TOGETHER WITH**

COMMENCE AT ABOVE DESIGNATED POINT "A", AND RUN THENCE ALONG THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 S-00°08'18"-E, 61.47 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19, AND CONTINUING S-00°08'18"-E, 418.74 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 19; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 19 S-89°56'27"-E, 1602.13 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF CASS ROAD ACCORDING TO MAP BOOK 14, PAGES 78 THROUGH 86 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 19, AND ALONG SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWENTY (20) COURSES: 1) N-67°05'59"-W, 78.19 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 2) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 463.28 FEET, A CENTRAL ANGLE/DELTA OF 23°26'52", A CHORD BEARING OF N-71°23'14"-W, A CHORD DISTANCE OF 188.27 FEET, FOR AN ARC LENGTH OF 189.59 FEET; THENCE 3) S-89°14'01"-W, 64.18 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 4) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 320.64 FEET, A CENTRAL ANGLE/DELTA OF 27°20'48", A CHORD BEARING OF N-74°27'38"-W, A CHORD DISTANCE OF 151.59 FEET, FOR AN ARC LENGTH OF 153.04 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHEASTERLY; THENCE 5) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 302.45 FEET, A CENTRAL ANGLE/DELTA OF 34°43'11", A CHORD BEARING OF N-40°31'56"-W, A CHORD DISTANCE OF 180.48 FEET, FOR AN ARC LENGTH OF 183.27 FEET; THENCE 6) N-27°57'49"-W, 86.13 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 7) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 199.87 FEET, A CENTRAL ANGLE/DELTA OF 51°07'56", A CHORD BEARING OF N-56°07'58"-W, A CHORD DISTANCE OF 172.51 FEET, FOR AN ARC LENGTH OF 178.37 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHERLY; THENCE 8) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 181.94 FEET, A CENTRAL ANGLE/DELTA OF 37°08'54", A CHORD BEARING OF S-84°19'33"-W, A CHORD DISTANCE OF 113.91 FEET, FOR AN ARC LENGTH OF 117.96 FEET; THENCE 9) S-63°03'02"-W, 84.53 FEET; THENCE 10) S-64°14'52"-W, 97.90 FEET; THENCE 11) S-72°58'21"-W, 10.80 FEET; THENCE 12) S-58°07'54"-W, 3.99 FEET; THENCE 13) S-86°02'26"-W, 5.89 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 14) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 317.71 FEET, A CENTRAL ANGLE/DELTA OF 25°07'59", A CHORD BEARING OF S-88°14'39"-W, A CHORD DISTANCE OF 138.25 FEET, FOR AN ARC LENGTH OF 139.37 FEET; THENCE 15) N-67°10'39"-W, 44.44 FEET; THENCE 16) N-66°54'31"-W, 67.99 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 17) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 415.61 FEET, A CENTRAL ANGLE/DELTA OF 12°30'07", A CHORD BEARING OF N-68°52'12"-W, A CHORD DISTANCE OF 90.51 FEET, FOR AN ARC LENGTH OF 90.69 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHWESTERLY; THENCE 18) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 355.63 FEET, A CENTRAL ANGLE/DELTA OF 14°15'17", A CHORD BEARING OF N-79°31'29"-W, A CHORD DISTANCE OF 88.25 FEET, FOR AN ARC DISTANCE OF 88.48 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHERLY; THENCE 19) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 740.61 FEET, A CENTRAL ANGLE/DELTA OF 08°46'58", A CHORD BEARING OF S-87°01'04"-W, A CHORD DISTANCE OF 113.41 FEET, FOR AN ARC LENGTH OF 113.53 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHEASTERLY; THENCE 20) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 432.25 FEET, A CENTRAL ANGLE/DELTA OF 02°17'57", A CHORD BEARING OF S-77°36'22"-W, A CHORD DISTANCE OF 17.34 FEET, FOR AN ARC LENGTH OF 17.35 FEET TO THE POINT OF BEGINNING.



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**EXHIBIT 2**  
**EDEN HILLS**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**LEGAL DESCRIPTION**

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**PARCEL 2**

BEGIN AT A 1/2" IRON PIPE WITH NO IDENTIFICATION STANDING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 20, AND RUN THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20 N-00°08'40"-W, 47.41 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF CASS ROAD ACCORDING TO THE MAP BOOK 14, PAGES 78 THROUGH 86 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, AND RUN THENCE ALONG THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID CASS ROAD, THE FOLLOWING ELEVEN (11) COURSES: 1) NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 273.59 FEET, A CENTRAL ANGLE/DELTA OF 01°53'52", A CHORD BEARING OF N-34°39'47"-E, A CHORD DISTANCE OF 9.06 FEET, FOR AN ARC LENGTH OF 9.06 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; 2) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 315.08 FEET, A CENTRAL ANGLE/DELTA OF 15°39'31", A CHORD BEARING OF N-17°59'31"-E, A CHORD DISTANCE OF 85.84 FEET, FOR AN ARC LENGTH OF 86.11 FEET; THENCE 3) N-05°24'19"-E, 48.20 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 4) N-00°34'59"-E, 261.88 FEET; THENCE 5) N-00°05'56"-E, 200.20 FEET; THENCE 6) N-00°07'04"-W, 200.11 FEET; THENCE 7) N-00°14'03"-W, 300.00 FEET; THENCE 8) N-00°02'58"-E, 83.11 FEET; THENCE 9) S-89°58'04"-W, 0.42 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE 10) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 186.00 FEET, A CENTRAL ANGLE/DELTA OF 04°15'37", A CHORD BEARING OF N-19°32'48"-E, A CHORD DISTANCE OF 13.83 FEET, FOR AN ARC LENGTH OF 13.83 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHEASTERLY; THENCE 11) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 116.00 FEET, A CENTRAL ANGLE/DELTA OF 49°02'54", A CHORD BEARING OF N-46°12'03"-E, A CHORD DISTANCE OF 96.30 FEET, FOR AN ARC LENGTH OF 99.30 FEET TO A POINT ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF OLD LAKE ALFRED ROAD ACCORDING TO MAP BOOK 2, PAGES 323 THROUGH 327 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794 PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY MAINTAINED RIGHT-OF-WAY OF SAID OLD LAKE ALFRED ROAD THE FOLLOWING TWENTY-SIX (26) COURSES: 1) N-82°42'13"-E, 27.59 FEET; THENCE 2) N-87°08'13"-E, 60.11 FEET; THENCE 3) N-89°59'43"-E, 67.10 FEET; THENCE 4) S-66°15'13"-E, 9.93 FEET; THENCE 5) S-88°48'06"-E, 100.02 FEET; THENCE 6) N-89°56'17"-E, 100.00 FEET; THENCE 7) S-89°36'13"-E, 100.00 FEET; THENCE 8) N-89°28'47"-E, 100.00 FEET; THENCE 9) N-87°28'33"-E, 100.10 FEET; THENCE 10) N-89°52'51"-E, 100.00 FEET; THENCE 11) N-89°28'47"-E, 100.00 FEET; THENCE 12) S-89°08'43"-E, 100.01 FEET; THENCE 13) S-89°56'51"-E, 100.00 FEET; THENCE 14) N-89°32'13"-E, 100.00 FEET; THENCE 15) N-89°52'51"-E, 100.00 FEET; THENCE 16) S-89°56'51"-E, 100.00 FEET; THENCE 17) N-89°59'43"-E, 100.00 FEET; THENCE 18) S-89°39'39"-E, 100.00 FEET; THENCE 19) N-89°35'39"-E, 100.00 FEET; THENCE 20) S-89°53'24"-E, 100.00 FEET; THENCE 21) N-89°52'51"-E, 100.00 FEET; THENCE 22) N-89°49'58"-E, 100.00 FEET; THENCE 23) N-89°49'24"-E, 100.00 FEET; THENCE 24) S-89°43'06"-E, 100.00 FEET; THENCE 25) N-89°11'36"-E, 100.01 FEET; THENCE 26) S-89°19'21"-E, 38.37 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 557, AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 1629-PROJECT 5537, AND AS RECORDED IN OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NUMBER 557 THE FOLLOWING TWO (2) COURSES: 1) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1372.80 FEET, A CENTRAL ANGLE/DELTA OF 28°32'52", A CHORD BEARING OF S-14°16'09"-E, A CHORD DISTANCE OF 676.95 FEET, FOR AN ARC LENGTH OF 684.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) S-00°00'16"-W, 662.88 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NUMBER 557, AND CONTINUE ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20 N-89°55'39"-W, 2580.00 FEET TO THE POINT OF BEGINNING.



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**PARCEL 3**

BEGIN AT A ¾" IRON PIPE WITH NO IDENTIFICATION STANDING AT THE NORTHEAST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 30, AND RUN THENCE ALONG THE EAST LINE OF SAID SECTION 30 S-00°08'40"-E, 685.00 FEET; TO A 5/8" IRON ROD AND CAP "LB 5450"; THENCE DEPARTING THE EAST LINE OF SAID SECTION 30, N-89°56'27"-W, 2290.00 FEET TO A 5/8" IRON ROD AND CAP "LB 5450"; THENCE N-00°08'32"-W, 656.90 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF CASS ROAD ACCORDING TO THE MAP BOOK 14, PAGES 78 THROUGH 86 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING FOURTEEN (14) COURSES: 1) S-85°14'01"-E, 18.29 FEET; THENCE 2) S-80°07'51"-E, 39.84 FEET; THENCE 3) S-88°49'36"-E, 64.63 FEET; THENCE 4) S-89°49'48"-E, 270.91 FEET; THENCE 5) S-89°55'08"-E, 232.23 FEET; THENCE 6) N-89°30'50"-E, 249.93 FEET; THENCE 7) S-89°37'59"-E, 217.53 FEET; THENCE 8) S-89°53'42"-E, 234.78 FEET; THENCE 9) S-89°38'32"-E, 297.15 FEET; THENCE 10) S-88°53'35"-E, 172.89 FEET; THENCE 11) S-89°59'22"-E, 232.57 FEET; THENCE 12) S-89°19'57"-E, 95.31 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 13) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 210.45 FEET, A CENTRAL ANGLE/Delta OF 31°52'07", A CHORD BEARING OF N-73°00'48"-E, A CHORD DISTANCE OF 115.55 FEET, FOR AN ARC LENGTH OF 117.05 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 14) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 273.59 FEET, A CENTRAL ANGLE/Delta OF 02°55'33", A CHORD BEARING OF N-50°31'27"-E, A CHORD DISTANCE OF 13.97 FEET, FOR AN ARC LENGTH OF 13.97 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 30; THENCE DEPARTING THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID CASS ROAD, AND ALONG THE NORTH LINE OF SAID SECTION 30; S-89°56'27"-E, 43.27 FEET TO THE POINT OF BEGINNING.

**PARCEL 4**

BEGIN AT A 1" IRON PIPE WITH NO IDENTIFICATION STANDING AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 20, AND RUN THENCE ALONG THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 20 N-00°08'40"-W, 945.00 FEET TO THE NORTH LINE OF THE SOUTH 945 FEET OF THE NORTHWEST ¼ OF SAID SECTION 20; THENCE ALONG THE NORTH LINE OF THE SOUTH 945 FEET OF THE NORTHWEST ¼ OF SAID SECTION 20 N-89°56'41"-E, 1988.39 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 557 AS SHOWN ON THE STATE OF FLORIDA-STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 1629-PROJECT 5537, AND AS RECORDED IN OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NUMBER 557 THE FOLLOWING SIX (6) COURSES: 1) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1830.57 FEET, A CENTRAL ANGLE/Delta OF 13°13'14", A CHORD BEARING OF S-08°09'36"-E, A CHORD DISTANCE OF 422.46 FEET, FOR AN ARC LENGTH OF 422.39 FEET TO A 5/8" IRON ROD AND CAP "LB 5450"; THENCE 2) N-88°27'01"-E, 20.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; SAID POINT IS ALSO A POINT OF CURVE CONCAVE WESTERLY; THENCE 3) THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 1850.57 FEET, A CENTRAL ANGLE/Delta OF 01°35'45", A CHORD BEARING OF S-00°45'06"-E, A CHORD DISTANCE OF 51.54 FEET, FOR AN ARC LENGTH OF 51.54 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 4) S-00°02'46"-W, 793.12 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; SAID POINT IS ALSO A POINT OF CURVE CONCAVE EASTERLY; THENCE 5) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1492.39 FEET, A CENTRAL ANGLE/Delta OF 29°30'00", A CHORD BEARING OF S-14°42'14"-E, A CHORD DISTANCE OF 759.93 FEET, FOR AN ARC LENGTH OF 768.39 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 6) S-29°27'14"-E, 56.87 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF OLD LAKE ALFRED ROAD ACCORDING TO MAP BOOK 2, PAGES 323 THROUGH 327 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE DEPARTING THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NUMBER 557, AND ALONG THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD THE FOLLOWING NINE (9) COURSES: 1) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE/Delta OF 36°52'12", A CHORD BEARING OF S-42°06'40"-W, A CHORD DISTANCE OF 31.62 FEET, FOR AN ARC LENGTH OF 32.18 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) S-60°32'46"-W, 20.14 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" HEREBY DESIGNATED POINT "B" TO BE USED HEREINAFTER, SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE 3) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE/Delta OF 29°26'57", A CHORD BEARING OF S-75°16'15"-W, A CHORD DISTANCE OF 481.40 FEET, FOR AN ARC LENGTH OF 486.74 FEET TO A 5/8" IRON ROD AND CAP "LB 8126";



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THENCE 4) S-89°59'43"-W, 564.31 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 5) N-76°30'31"-W, 51.42 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 6) S-89°59'43"-W, 217.24 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE 7) THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE/Delta OF 66°25'19", A CHORD BEARING OF S-56°47'04"-W, A CHORD DISTANCE OF 21.91 FEET, FOR AN ARC LENGTH OF 23.19 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 8) S-89°59'43"-W, 710.79 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 9) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE/Delta OF 89°53'07", A CHORD BEARING OF N-45°03'43"-W, A CHORD DISTANCE OF 247.24 FEET, FOR AN ARC LENGTH OF 274.54 FEET TO A 5/8" IRON ROD AND CAP STANDING ON THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD; THENCE ALONG THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD THE FOLLOWING TWO (2) COURSES: 1) N-00°07'09"-W, 889.59 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE WESTERLY; THENCE 2) THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE/Delta OF 34°42'22", A CHORD BEARING OF N-17°27'50"-W, A CHORD DISTANCE OF 149.06 FEET, FOR AN ARC LENGTH OF 151.36 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE WEST LINE OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 20; THENCE DEPARTING THE EASTERLY MAINTAINED RIGHT-OF-WAY OF SAID OLD LAKE ALFRED ROAD, AND ALONG THE WEST LINE OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 20, 48.43 FEET TO THE POINT OF BEGINNING.

#### TOGETHER WITH

COMMENCE AT ABOVE DESIGNATED POINT "B", AND RUN THENCE S-29°26'54"-E, 80.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS THE POINT OF BEGINNING, SAID POINT IS ALSO A POINT ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD; THENCE ALONG THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD THE FOLLOWING TWO (2) COURSES: 1) N-60°32'46"-E, 20.15 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE 2) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE/Delta OF 36°52'12", A CHORD BEARING OF N-78°58'52"-E, A CHORD DISTANCE OF 31.62 FEET, FOR AN ARC LENGTH OF 32.18 FEET TO A 5/8" IRON ROD AND CAP STANDING ON THE WESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NUMBER 557; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 557 S-29°27'14"-E, 141.33 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD; THENCE ALONG THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD THE FOLLOWING FIVE (5) COURSES: 1) S-85°30'10"-W, 23.94 FEET; THENCE 2) S-89°49'24"-W, 100.00 FEET; THENCE 3) N-89°46'32"-W, 100.00 FEET; THENCE 4) S-89°49'24"-W, 100.00 FEET; THENCE 5) N-89°39'39"-W, 78.54 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS A POINT ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD, SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1027.00 FEET, A CENTRAL ANGLE/Delta OF 17°02'44", A CHORD BEARING OF N-69°04'08"-E, A CHORD DISTANCE OF 304.41 FEET, FOR AN ARC LENGTH OF 305.53 FEET TO THE POINT OF BEGINNING.



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EMAIL: INFO@WOODENYLLC.COM

## EXHIBIT 2 EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT LEGAL DESCRIPTION

REVISION 1 7/24/18  
REVISION 2 9/20/18

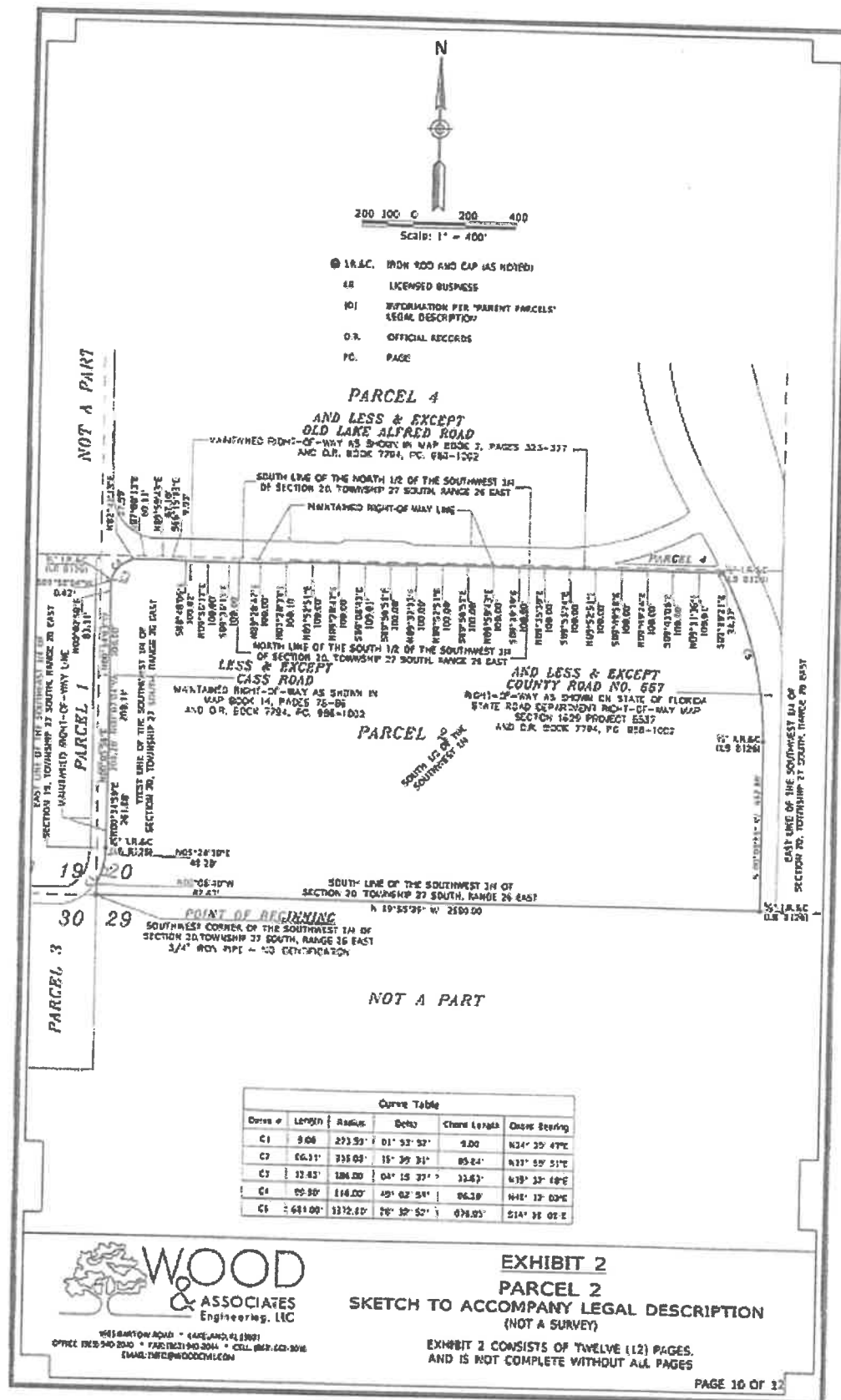
PAGE 6 OF 12

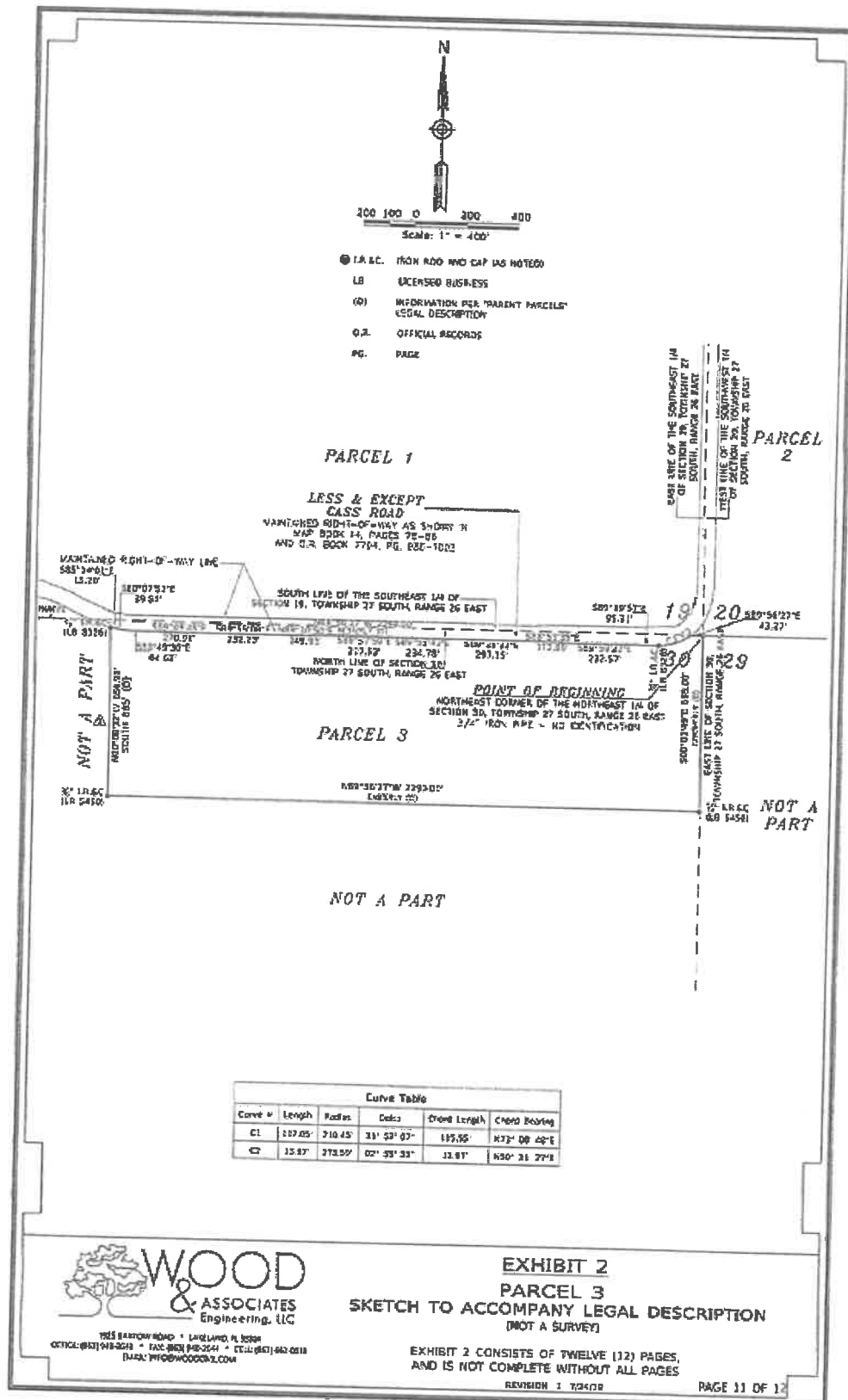














# SECTION E

## **RESOLUTION 2020-16**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ALTERNATIVE INVESTMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF AMOUNTS NEEDED TO MEET CURRENT OPERATING EXPENSES, IN ACCORDANCE WITH SECTION 218.415(17), *FLORIDA STATUTES*, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Eden Hills Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within the City of Lake Alfred, Florida; and

**WHEREAS**, the District’s Board of Supervisors (the “Board”) is required to adopt an investment policy in accordance with Section 218.415, *Florida Statutes*; and

**WHEREAS**, Board desires to adopt the alternative investment guidelines for the investment of public funds in excess of amounts needed to meet current operating expenses, in accordance with Section 218.415, *Florida Statutes*.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The District hereby adopts the alternative investment guidelines for the investment of public funds in excess of the amounts needed to meet current operating expenses, in accordance with Section 218.415(17), *Florida Statutes*. The District may invest in the following instruments and may divest itself of investments, at prevailing prices or rates:

- A.** The Local Government Surplus Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, *Florida Statutes*.
- B.** Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
- C.** Interest-bearing time deposits or savings accounts in qualified public depositories as defined in Section 280.02, *Florida Statutes*.
- D.** Direct obligations of the U.S. Treasury.

**SECTION 2.** Securities listed in paragraphs (c) and (d) shall be invested to provide sufficient liquidity to pay obligations as they come due.

**SECTION 3.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November, 2019.

ATTEST:

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors



# SECTION F

**RESOLUTION 2020-17**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISTRICT MANAGER OR TREASURER TO EXECUTE THE PUBLIC DEPOSITORS REPORT; AUTHORIZING THE EXECUTION OF ANY OTHER FINANCIAL REPORTS AS REQUIRED BY LAW; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Board of Supervisors (the “Board”) of the Eden Hills Community Development District (the “District”) has established the positions of District Manager and Treasurer for the purposes of maintaining the financial records of the District; and

**WHEREAS**, the District desires to authorize District staff to execute Public Depositor Report and all other financial reports required by law.

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

**SECTION 1.** The District Manager or Treasurer are hereby authorized, on behalf of the District, to execute the Public Depositor Report and to transmit same to the Treasurer of the State of Florida as required by Chapter 280, *Florida Statutes*, as amended, and any and all other financial reports required by any other rule, statute, law, ordinance or regulation.

**SECTION 2.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November, 2019.

ATTEST:

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

---

Chairperson, Board of Supervisors

# SECTION G

## **RESOLUTION 2020-18**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Eden Hills Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Lake Alfred, Florida; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, Section 286.0114, *Florida Statutes*, requires that members of the public be given a reasonable opportunity to be heard on a proposition before a board or commission; and

**WHEREAS**, Section 286.0114, *Florida Statutes*, sets forth guidelines for rules and policies that govern the public's opportunity to be heard at a public meeting; and

**WHEREAS**, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution a policy ("Public Comment Policy") for immediate use and application.

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

**SECTION 1. DESIGNATING PUBLIC COMMENT PERIODS.** The District's Chairperson, his or her designee, or such other person conducting a District meeting ("Presiding Officer"), shall ensure that there is at least one (1) period of time ("Public Comment Period") in the District's meeting agenda whereby the public has an opportunity to be heard on propositions before the Board, as follows:

**A.** An initial Public Comment Period shall be provided at the start of each Board meeting before consideration of any propositions by the Board. In the event there are propositions that come before the Board that are not listed on the agenda, the Presiding Officer shall announce a Public Comment Period on such proposition prior to the Board voting on the matter.

**B.** Speakers shall be permitted to address any agenda item during the initial Public Comment Period. Speakers shall be permitted to address any non-agenda matters of

personal or general concern during the Public Comment Period provided after the conclusion of the District's business items.

C. Individuals wishing to make a public comment are limited to three (3) minutes per person. Potential speakers may not assign his/her three (3) minutes to extend another speaker's time.

D. The Presiding Officer may extend or reduce the time periods set forth herein in order to facilitate orderly and efficient District business, provided however that a reasonable opportunity for public comment shall be provided consistent with the requirements of Section 286.0114, *Florida Statutes*. The Presiding Officer may also elect to set and announce additional Public Comment Periods if he or she deems it appropriate.

**SECTION 2. DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD.** Unless otherwise directed and declared by the Presiding Officer, individuals seeking to be heard on propositions before the Board shall identify themselves by a show of hands at the beginning of each Public Comment Period, as announced by the Presiding Officer. Alternatively, in the event that public attendance is high, and/or if otherwise in the best interests of the District in order to facilitate efficient and orderly District business, the Presiding Officer may require individuals to complete speaker cards that include the individual's name, address, the proposition on which they wish to be heard, the individual's position on the proposition (i.e., "for," "against," or "undecided"), and if appropriate, to indicate the designation of a representative to speak for the individual or the individual's group. In the event large groups of individuals desire to speak, the Presiding Officer may require each group to designate a representative to speak on behalf of such group. Any attorney hired to represent an individual or company's interests before the Board shall notify the Board of such representation prior to proving any public comment.

Sections 1 and 2 herein shall be deemed to apply only to District Board meetings, but the Presiding Officer of a District workshop in his or her discretion may elect to apply such Sections to District workshops.

**SECTION 3. PUBLIC DECORUM.** The following policies govern public decorum at public meetings and workshops:

A. Each person addressing the Board shall proceed to the place assigned for speaking, and should state his or her name and address in an audible tone of voice for the public record.

B. All remarks shall be addressed to the Board as a body and not to any member thereof or to any staff member. No person other than a Board Supervisor or District staff member shall be permitted to enter into any discussion with an individual speaker while he or she has the floor, without the permission of the Presiding Officer.

C. Nothing herein shall be construed to prohibit the Presiding Officer from maintaining orderly conduct and proper decorum in a public meeting. Speakers shall refrain from disruptive behavior and from making vulgar or threatening remarks. Speakers

shall refrain from launching personal attacks against any Board Supervisor, District staff member, or member of the public. The Presiding Officer shall have the discretion to remove any speaker who disregards these policies from the meeting.

**D.** In the case that any person is declared out of order by the Presiding Officer and ordered expelled, and does not immediately leave the meeting facilities, the following steps may be taken:

- i. The Presiding Officer may declare a recess;
- ii. The Presiding Officer may contact the local law enforcement authority; or
- iii. In case the person does not remove himself or herself from the meeting, the Presiding Officer may request that he or she be placed under arrest by local law enforcement authorities for violation of Section 871.01, *Florida Statutes*, or other applicable law.

**SECTION 4. EXCEPTIONS.** The Board recognizes and may apply all applicable exceptions to Section 286.0114, *Florida Statutes*, including those set forth in Section 286.0114(3), *Florida Statutes*, and other applicable law. Additionally, the Presiding Officer may alter the procedures set forth in this Public Comment Policy for public hearings and other special proceedings that may require a different procedure under Florida law.

**SECTION 5. SEVERABILITY.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November, 2019.

ATTEST:

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

---

Chairperson, Board of Supervisors

# SECTION H

**RESOLUTION 2020-19**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICY FOR REIMBURSEMENT OF DISTRICT TRAVEL EXPENSES; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Eden Hills Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely in the City of Lake Alfred, Florida; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of district business; and

**WHEREAS**, Section 112.061, *Florida Statutes*, establishes standard travel reimbursement rates, procedures and limitations applicable to all public officers, employees, and authorized persons whose travel is authorized and paid for by a public agency; and

**WHEREAS**, the District desires to adopt a Policy for Reimbursement of District Travel Expenses attached as **Exhibit A** (the “Travel Reimbursement Policy”) pursuant to the provisions of Section 112.061, *Florida Statutes*; and

**WHEREAS**, the Board finds that it is in the best interest of the District to adopt by resolution the Travel Reimbursement Policy for immediate use and application.

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

**SECTION 1.** The District hereby adopts the Travel Reimbursement Policy, attached hereto as **Exhibit A**.

**SECTION 2.** If any provision of this Resolution or the Travel Reimbursement Policy is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November, 2019.

**ATTEST:**

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Travel Reimbursement Policy



## **Exhibit A**

### **EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT POLICY FOR REIMBURSEMENT OF DISTRICT TRAVEL EXPENSES**

#### **1.0 GENERAL PROVISIONS.**

- 1.1** The usual, ordinary, and incidental travel expenditures necessarily incurred by the District board members, employees, consultants, or advisors in the performance of their official duties shall be reimbursed by the Eden Hills Community Development District (the "District").
- 1.2** Except as otherwise provided, prior authorization for travel is not required, but reimbursable expenses will be limited to those expenses incurred in the performance of official duties undertaken in connection with such public purposes as the District has been authorized by law to perform.
- 1.3** All claims submitted for reimbursement must be accompanied by a written statement that they are true and correct as to every material matter.

#### **2.0 TRANSPORTATION.**

- 2.1** All travel must be by a reasonably direct or usually traveled route. In the event a person travels by an indirect route for his/her own convenience, any additional cost shall be borne by the traveler and reimbursement for expenses shall be based on the usually traveled route.
- 2.2** Commercial travel shall be by the most economical method, tourist or coach class. First class rates will be paid only in the event that a statement is attached to the claim certifying that tourist or coach seating was unavailable.
- 2.3** When available without penalty for cancellation, travelers should take advantage of discount fares.
- 2.4** Transportation by common carrier when traveling on official business and paid for by the traveler shall be substantiated by a receipt.
- 2.5** Rental car expenses shall be substantiated by a copy of the rental agreement.
- 2.6** Whenever travel is by a privately-owned vehicle, the traveler shall be entitled to a mileage allowance at the fixed rate per mile as established by the Legislature in Section 112.061, *Florida Statutes*. Should the State of Florida increase the mileage allowance specified in Section 112.061, *Florida Statutes*, the District shall, without further action, be permitted to reimburse travelers at the increased rate. As of July 2019, the mileage rate is 44.5 cents per mile.

- 2.7 All mileage shall be from point of origin to point of destination. When travel commences from a location other than the traveler's official headquarters, mileage shall be calculated on the basis of the distance from the headquarters city to the point of destination, unless the actual distance is shorter. Vicinity mileage necessary for conduct of official business is allowable, but must be identified as a separate item on the claim for reimbursement of expenses.
- 2.8 No traveler shall be allowed either mileage or transportation expense when he/she is gratuitously transported by another person, or when he/she is transported by another traveler who is entitled to mileage or transportation expense. However, a traveler on a private aircraft shall be reimbursed the actual amount charged and paid for his/her fare for such transportation up to the cost of a commercial airline ticket for the same flight if one is available, even though the owner or pilot of the aircraft is also entitled to transportation expense for the same flight.

### 3.0 INCIDENTAL EXPENSES.

- 3.1 Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, parking fees, and business-related telephone, telegraph, and facsimile charges shall also be reimbursed if substantiated by receipts.
- 3.2 Reimbursement for meals shall not exceed \$6 for breakfast, \$11 for lunch, and \$19 for dinner. Should the State of Florida increase the meal allowances specified in Section 112.061, *Florida Statutes*, the District shall, without further action, be permitted to reimburse travelers based on the increased limits.
- 3.3 Registration fees and other actual and necessary expenses for conventions, conferences, and seminars which will serve a direct public purpose related to District activities will be considered reimbursable if persons attending such meetings receive prior approval. In the event room or meal expenses are included in the registration fee, reimbursement for these expenses will be reduced accordingly.

# SECTION I

**RESOLUTION 2020-20**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Eden Hills Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely in the City of Lake Alfred, Florida; and

**WHEREAS**, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) accordingly finds that it is in the best interest of the District to establish by resolution the Prompt Payment Policies and Procedures attached hereto as **Exhibit A** for immediate use and application.

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

**SECTION 1.** The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board.

**SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November, 2019.

**ATTEST:**

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Prompt Payment Policies and Procedures

# **EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT**

## **Prompt Payment Policies and Procedures**

**In Accordance With the Local Government Prompt Payment Act  
Chapter 218, Part VII, *Florida Statutes***

**November 1, 2019**

# **Eden Hills Community Development District** **Prompt Payment Policies and Procedures**

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## **I. Purpose**

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Eden Hills Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

## **II. Scope**

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

## **III. Definitions**

### **A. Agent**

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

### **B. Construction Services**

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

### **C. Contractor or Provider of Construction Services**

The entity or individual that provides Construction Services through direct contract with the District.

### **D. Date Stamped**

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method, which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives

an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

**E. Improper Invoice**

An invoice that does not conform to the requirements of a Proper Invoice.

**F. Improper Payment Request**

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

**G. Non-Construction Goods and Services**

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

**H. Proper Invoice**

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

**I. Proper Payment Request**

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

**J. Provider**

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

**K. Purchase**

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

**L. Vendor**

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.



#### **IV. Proper Invoice/Payment Request Requirements**

##### **A. General**

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

##### **B. Sales Tax**

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is \_\_\_\_\_. A copy of the tax-exempt form will be supplied to Providers upon request.

##### **C. Federal Identification and Social Security Numbers**

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone (407) 841-5524, email [jburns@gmscfl.com](mailto:jburns@gmscfl.com)).

##### **D. Proper Invoice for Non-Construction Goods and Services**

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date
4. Invoice number
5. The "Bill To" party must be the District or the Board, or other entity approved

in writing by the Board of the District Manager

6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
  - a. A complete item description
  - b. Quantity purchased
  - c. Unit price(s)
  - d. Total price (for each item)
  - e. Total amount of invoice (all items)
  - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
  - a. Itemized description of services performed
  - b. The location and date of delivery of the services to the District
  - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
  - d. Itemization of other direct, reimbursable costs (including description and amount)
  - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
    - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
    - ii. Paid receipt
    - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

**E. Proper Payment Request Requirements for Construction Services**

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

**V. Submission of Invoices and Payment Requests**

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. **Mailing and Drop Off Address**  
Eden Hills Community Development District  
c/o Governmental Management Services – Central Florida, LLC  
135 West Central Boulevard, Suite 320  
Orlando, Florida 32801
2. **Email Address**  
jburns@gmscfl.com

## **VI. Calculation of Payment Due Date**

### **A. Non-Construction Goods and Services Invoices**

1. **Receipt of Proper Invoice**  
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
2. **Receipt of Improper Invoice**  
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
  - a. On which delivery of personal property is fully accepted by the District;
  - b. On which services are completed and accepted by the District;
  - c. On which the contracted rental period begins (if applicable); or
  - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
3. **Rejection of an Improper Invoice**  
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

**4. Payment of Undisputed Portion of Invoice**

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

**B. Payment Requests for Construction Services**

**1. Receipt of Proper Payment Request**

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

**2. Receipt and Rejection of Improper Payment Request**

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
  - i. Be provided in writing;

- ii. Specify any and all known deficiencies; and
- iii. State actions necessary to correct the Improper Invoice.

- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

**3. Payment of Undisputed Portion of Payment Request**

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

**VII. Resolution of Disputes**

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

**A. Dispute between the District and a Provider**

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

**B. Dispute Resolution Procedures**

- 1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
- 2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
- 3. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District

Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.

4. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
5. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
6. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

#### **VIII. Purchases Involving Federal Funds or Bond Funds**

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

#### **IX. Requirements for Construction Services Contracts – Project Completion; Retainage**

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

#### **X. Late Payment Interest Charges**

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. **Related to Non-Construction Goods and Services**

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. **Related to Construction Services**

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month, or the rate specified by agreement, whichever is greater. §218.739(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. **Report of Interest**

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

## SECTION J



# Hopping Green & Sams

Attorneys and Counselors

## MEMORANDUM

**TO:** Eden Hills Community Development District  
Board of Supervisors

**FROM:** Hopping Green & Sams, P.A.

**DATE:** November 1, 2019

**RE:** Public Records Retention

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The purpose of this memorandum is to outline the District's responsibilities in relation to the retention and disposition of its public records ("Records Retention") and to present a choice between two different resolutions for the Board to consider. Historically, most districts have not engaged in the disposition of records and have simply chosen to keep all records. However, current state law provides for the disposition of many records after a specified period of time. In order to devise a Records Retention Policy which makes sense, there are three primary sources for legal requirements that must be considered.

### Overview of State Law Records Retention Requirements

Florida Law sets forth a comprehensive scheme governing Records Retention. Section 257.36, *Florida Statutes*, entitled "Records and Information Management" created the Division of Library and Information Services of the Department of State ("DLIS") which is charged with the duty to set forth policies and rules regulating Records Retention. To this end, DLIS has adopted comprehensive rules and policies applicable to community development districts ("CDDs") which are set forth in the Florida Administrative Code sections 1B-24.001, 1B-24.003, 1B-26.0021, and 1B-26.003. DLIS adopts records retention schedules which provide the minimum amount of time that different public records must be kept before they are disposed ("Schedules"). The Schedules typically applicable to CDDs are GS1-SL (General Records Schedule for State and Local Government Agencies), GS3 (General Records Schedule for Election Records), and GS14 (General Records Schedule for Public Utilities). GS1-SL and GS3 will apply to every CDD, while GS14 will apply to just those CDDs operating water and sewer utilities. Each of these three schedules is further broken down into categories of similar documents.

Under Florida law, all documents of a particular type must be retained for the minimum amount of time set forth in the applicable section of the Schedules. In the event a District record exists that does not fall into one of the specified categories, the District is responsible for requesting that an "Individual Records Schedule" be created by DLIS.

Florida law allows CDDs to adopt policies that extend the amount of time a record must be kept. However, CDDs do not have the power to shorten the time periods in the Schedules.

Overview of Federal Law Records Retention Requirements  
by Virtue of Tax-Exempt Bond Issuance

If a District has issued tax exempt bonds, there are various requirements imposed by federal law relating to Records Retention. The general principle is that documents in any way related to the issuance of tax-exempt bonds, revenues securing bonds, and the use of the bond proceeds should be kept until at least three (3) years after the bonds are redeemed. If refunding bonds are issued, records for the refunding bonds and the bonds refunded should be kept until at least three (3) years after the refunding bonds are redeemed. The records which must be kept include, but are not limited to:

1. Basic records relating to the bond transaction (including the trust indenture, loan agreements, and bond counsel opinion); and
2. Documentation evidencing the expenditure of bond proceeds; and
3. Documentation evidencing use of bond-financed property by public and private sources (i.e., copies of management contracts and research agreements); and
4. Documentation evidencing all sources of payment or security for the bonds, such as assessments; and
5. Documentation pertaining to any investment of bond proceeds (including the purchase and sale of securities, SLGS subscriptions, yield calculations for each class of investments, actual investment income received from the investment of proceeds, guaranteed investment contracts, and rebate calculations).

Overview of Trust Indenture Requirements to Retain Records

Most, if not all, trust indentures require CDDs that have issued bonds to maintain records which demonstrate that the District has not taken any action to jeopardize the tax-exempt status of the bonds.

Current Responsibilities for District Records Retention

Section 119.021(2)(b), *Florida Statutes*, provides that the District must comply with the DLIS rules establishing retention schedules and disposal processes. Section 119.021(2)(c), *Florida Statutes*, provides that each public official shall systematically dispose of records no longer needed, subject to the consent of DLIS. Although the ultimate responsibility rests with the Secretary, the District needs to formally appoint a Records Management Liaison Officer to interact with DLIS. The attached resolutions appoint a Records Management Liaison Officer and outline such person's duties.

### District Options for Records Retention Policy

At this point in time, the District really has two options to ensure compliance with applicable Records Retention laws.

First, the District can adopt the Florida Records Retention Schedules modified to ensure the District is also retaining the records required by federal law and the trust indenture. This option allows for the timely destruction of records while ensuring that the District's policy is in compliance with state and federal laws. HGS has prepared a resolution that implements this option, and it is attached hereto as **Option 1**.

Second, a District can adopt the Florida Records Retention Schedules as written and adopt a policy that states that the District will not be destroying any records at this point in time. While this seems like the easiest approach, it has its drawbacks and is inconsistent with the structure intended by Florida law. Not disposing of documents in a timely manner increases the cost of maintaining records thereby shifting valuable financial resources away from core functions. In addition, unnecessary Records Retention may disadvantage a District in future litigation and may be viewed as a lackadaisical approach to records management, thereby undermining the public's confidence in the integrity of the Records Retention system. Despite these concerns, the District could choose to keep all records. HGS has prepared a resolution that implements this option, and it is attached hereto as **Option 2**.

It is important to note that the District could change its Records Retention policy at a later date so long as the District's amendment was consistent with the notice and hearing provisions found in Chapter 190.

### Electronic Recordkeeping

Electronic recordkeeping is one of the many subjects under consideration by the Florida Legislature and our office will circulate an update on any legislative developments that occur. Presently, electronic recordkeeping is authorized by Rule 1B-26.003, Florida Administrative Code, which provides control standards relating to the same. The DLIS recently released the "Electronic Recordkeeping Strategic Plan," which focuses on recording strategies as they relate to electronic records. The Strategic Plan, as well as a multitude of resources for records managers, is made available for review by DLIS at the following address: [http://dlis.dos.state.fl.us/index\\_RecordsManagers.cfm](http://dlis.dos.state.fl.us/index_RecordsManagers.cfm).

## **OPTION 1**

## **RESOLUTION 2020-21**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Eden Hills Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Lake Alfred, Florida; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (“Records Management Liaison Officer”); and

**WHEREAS**, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

**WHEREAS**, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

**WHEREAS**, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

**WHEREAS**, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the “Policy”) for immediate use and application; and

**WHEREAS**, the District desires to provide for future amendment of the Records Retention Policy.

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

**SECTION 1.** The District hereby authorizes the District’s records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District’s records custodian, shall each have the individual power to remove the Records

Management Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

**SECTION 2.** The duties of the Records Management Liaison Officer shall include the following:

- A. Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B. Coordinate the District's records inventory;
- C. Maintain records retention and disposition forms;
- D. Coordinate District records management training;
- E. Develop records management procedures consistent with the attached Records Retention Policy, as amended;
- F. Participate in the development of the District's development of electronic record keeping systems;
- G. Submit annual compliance statements;
- H. Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I. Such other duties as may be assigned by the Board or the District's records custodian in the future.

**SECTION 3.** The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District will retain certain records longer than required by the General Records Schedules established by the Division as set forth in **Exhibit A**. To the extent the above statute, rules or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment shall not reduce the retention times set forth in **Exhibit A**. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

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

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

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November, 2019.

**ATTEST:**

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** District Amendments to General Records Schedules Established by the  
Division

## **Exhibit A**

### **District Amendments to General Records Schedules established by the Division**

#### **ADVERTISEMENTS: LEGAL (Item #25)**

The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to proceedings under uniform method of collection of debt assessments permanently. The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to the levy of assessments securing bonds for five (5) fiscal years provided applicable audits have been released, or until three (3) calendar years after related bonds are redeemed, whichever is later.

#### **AUDITS: INDEPENDENT (Item #56)**

The District shall retain the record copy of independent audits for ten (10) fiscal years or until three (3) calendar years after all related bonds are redeemed, whichever is later.

#### **DISBURSEMENT RECORDS: DETAIL (Item #340)**

The District shall retain the record copy of disbursement records relating to the use of bonds for five (5) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

#### **DISBURSEMENT RECORDS: SUMMARY (Item #341)**

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

#### **FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (Item #107)**

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

#### **INCIDENT REPORT FILES (Item #241)**

The District shall retain incident reports for five (5) anniversary years from the date of the incident.

#### **MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS (Item #4)**

The District shall retain audio recordings of board of supervisor meetings for five (5) calendar years after adoption of the official minutes.

#### **PROJECT FILES: CAPITAL IMPROVEMENT (Item #136)**

The District shall retain the record copy of project files for projects funded with bonds for ten (10) fiscal years after completion of the project provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

#### **REAL PROPERTY RECORDS: CONDEMNATION/DEMOLITION (Item #364)**

The District shall retain the record copy of project files for condemnation/demolition projects funded with bonds for five (5) anniversary years after final action or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

#### **REAL PROPERTY RECORDS: PROPERTY ACQUIRED (Item #172)**

The District shall retain the record copy of documents related to property acquisitions funded with bonds for three (3) fiscal years after final disposition of the property provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.



## **OPTION 2**

## **RESOLUTION 2020-21**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Eden Hills Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Lake Alfred, Florida; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer ("Records Management Liaison Officer"); and

**WHEREAS**, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

**WHEREAS**, the District desires to authorize the District's records custodian to appoint a Records Management Liaison Officer, which may or may not be the District's records custodian; and

**WHEREAS**, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

**WHEREAS**, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the "Policy") for immediate use and application; and

**WHEREAS**, the District desires to provide for future amendment of the Records Retention Policy.

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

**SECTION 1.** The District hereby authorizes the District's records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District's records custodian, shall each have the individual power to remove the Records Management

Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

**SECTION 2.** The duties of the Records Management Liaison Officer shall include, but not be limited to, the following:

- A. Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B. Coordinate the District's records inventory;
- C. Maintain records retention and disposition forms;
- D. Coordinate District records management training;
- E. Develop records management procedures consistent with the attached Records Retention Policy, as amended;
- F. Participate in the District's development of electronic record keeping systems.
- G. Submit annual compliance statements;
- H. Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I. Such other duties as may be assigned by the Board or the District's records custodian in the future.

**SECTION 3.** The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District hereby extends the minimum retention guidelines contained in the General Records Schedules so that the District will retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic change does not permit the disposition of District records without further action of the Board. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

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

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

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November, 2019.

**ATTEST:**

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Composite Exhibit A:**      General Records Schedules, GS1-SL and GS3

**Composite Exhibit A**

**General Records Schedules Established by the Division (GS1-SL and GS3)**

*[attach, if Option 2 adopted]*

## SECTION L

**RESOLUTION 2020-22**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Eden Hills Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Lake Alfred, Florida; and

**WHEREAS**, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*; and

**WHEREAS**, District records are available for public review and inspection at the offices of 346 E. Central Ave., Winter Haven, FL 33880.

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

**SECTION 1.** The District’s local records office shall be located at: 346 E. Central Ave., Winter Haven, FL 33880.

**SECTION 2.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November, 2019.

ATTEST:

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

## SECTION M



## **RESOLUTION 2020-23**

### **A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Eden Hills Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Lake Alfred, Florida; and

**WHEREAS**, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

**WHEREAS**, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

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

**SECTION 1.** The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at Governmental Management Services – Central Florida, LLC, 219 E. Livingston St., Orlando, Florida 32801.

**SECTION 2.** The District’s principal headquarters for purposes of establishing proper venue shall be located at 346 E. Central Ave., Winter Haven, FL 33880 within Polk County, Florida.

**SECTION 3.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November, 2019.

ATTEST:

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

Chairperson, Board of Supervisors

## SECTION N

# Proposal For Eden Hills CDD

(URL: TBD) Website Type: Small

## Website Accessibility for People with Disabilities as per Nondiscrimination requirements of Title II of the American Disabilities Act (ADA) & WCAG

Date	Version#	Comments	Author
August 13, 2018	1.0	Updated "The Law, ADA and WCAG" section details	VB Joshi, Kristen T
January 10 <sup>th</sup> , 2019	2.0	Updated conversion and support costs based on discussed scope	VB Joshi
February 25, 2019	2.2	Updated fee-simple pricing and human audit seal	VB Joshi
March 21, 2019	2.3	Added quarterly audit as per insurance requirement	VB Joshi
March 28, 2019	2.4	Updated Annual Maintenance price for ADA support only	VB Joshi
May 7, 2019	2.5	Updated for CDD specific info after conversing with CDD Manager	VB Joshi
May 20, 2019	2.6	Added Human Audit Details	VB Joshi
June 9, 2019	2.7	Added Hosting and Backup to Maintenance	VB Joshi
July 7, 2019	2.8	Updated as per CDD requirements	VB Joshi



ACCREDITED  
BUSINESS

BBB Rating: A+

[Click for Profile](#)

**Your website gets 2 Compliance Seals**

**VGlobalTech's Technical Compliance Seal & Human Audit Compliance Seal\***

(\* Human Audit Contract required)



*VGlobalTech is the ADA, WCAG Compliance Expert, with over 100 ADA & WCAG compliant websites created (....and counting) to-date! We have partnered with a non-profit agency to conduct Human Audit and Certification Seal.*

Visit <https://vglobaltech.com/website-compliance/> for details.

**COPYRIGHT ©: This proposal and the contents within this document are solely created by VGlobalTech team for its customers and cannot be reproduced, copied, modified or distributed (including forwarding to other customers, competitors, web designers etc.) without the written consent of VGlobalTech. VGlobalTech company holds Intellectual Property details along with company software details that must not be shared with others without the written permission of the company. The proposal and software details are customized for the requesting customer and cannot be applied to any other customer / asset / solution. This document does not apply to a case if it is not exclusively sent to you by VGlobalTech upon request.**

**Any violations are punishable under the law and shall be prosecuted.**

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## 1.0 The Law

Source: [http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0100-0199/0189/Sections/0189.069.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html)

### **189.069 Special districts; required reporting of information; web-based public access. —**

(1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.

(a) Each independent special district shall maintain a separate website.

(b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such webpages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.

(2)(a) A special district shall post the following information, at a minimum, on the district's official website:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
7. A description of the boundaries or service area of, and the services provided by, the special district.
8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy

of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

9. The primary contact information for the special district for purposes of communication from the department.

10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.

11. The budget of the special district and any amendments thereto in accordance with s.189.016.

12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.

13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).

14. The public facilities report, if applicable.

15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).

16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.

(b) The department's website list of special districts in the state required under s. 189.061 shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection

## 2.0 ADA & WCAG Compliance – Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Many countries and international organizations require compliance with WCAG 2.0 and 2.1. The guidelines are categorized into three levels of compliance: A (must support), AA (should support), and AAA (may support). Representatives from the accessibility community around the world participate in the evolution of these guidelines.

Source: <https://www.w3.org/WAI/standards-guidelines/wcag/>

**Visit <http://vglobaltech.com/website-compliance/> for more details, do a website compliance check on your website and to download a PDF proposal.**



## 2.1 Common Problems and Solutions in Website Accessibility?

### 2.1.1 Problem: Images Without Text Equivalents

#### **Solution: Add a Text Equivalent to Every Image**

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an “alt” tag for brief amounts of text or a “longdesc” tag for large amounts, to each image and graphic on your agency’s website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor’s picture, adding an “alt” tag with the words “Photograph of Mayor Jane Smith” provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a “longdesc” tag that includes a text equivalent description of each location shown on the map – e.g., “City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue.”

### 2.1.2 Problem: Documents Are Not Posted In an Accessible Format

#### **Solution: Post Documents in a Text-Based Format**

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

### 2.1.3 Problem: Specifying Colors and Font Sizes

#### **Solution: Avoid Dictating Colors and Font Settings**

Websites should be designed so they can be viewed with the color and font sizes set in users’ web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

### 2.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

#### **Solution: Include Audio Descriptions and Captions**

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

## 2.1.5 Web Content Accessibility Guidelines (WCAG)

### Understanding the Four Principles of Accessibility

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

1. **Perceivable** - Information and user interface components must be presentable to users in ways they can perceive.
  - This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
2. **Operable** - User interface components and navigation must be operable.
  - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
3. **Understandable** - Information and the operation of user interface must be understandable.
  - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
4. **Robust** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
  - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

**If any of these are not true, users with disabilities will not be able to use the Web.**

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.

Visit <https://vglobaltech.com/website-compliance/> for details of our compliance process and expertise in this area.

Please see References section for several resources on compliance.

### 3.0 Pricing

#### Website Complexity: **Small Level Websites**

**VGlobalTech team shall complete the following critical tasks for client website. All costs below are per website / CDD:**

#### 3.1 Existing Website Remediation / New Website Build:

	Task
1.	Remediate existing website / Build new website from start as per Florida Statute Chapter 189 requirements. Ensure ADA & WCAG compliance requirements. Customer shall provide all documents and content required. ALL webpages on the website. Create accessibility document, code review, html updates, plugins / security updates required for ADA and WCAG compliance
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc.). Braille Readers, Other assistance technology compatibility
3.	<b>ADA Standards application (as per Section 1 above). ADA.gov, Web Content Accessibility Guidelines (WCAG)</b>
4.	PDF Documents conversion (to Text, HTML etc.) as needed for ADA Compliance / Reader Compliance (up to 2 years of documents shall be converted)
5.	Create a webpage showing websites ADA Compliance efforts
6.	Create customized footer with <b>VGlobalTech's ADA Compliance Seal</b> (valid for 1 year only)
7.	<b>Web Design Total: \$2375/- (one time)</b>

### 3.2 ADA Compliance Monthly Maintenance and Hosting

Maintenance contract starts after initial conversion is completed (It is critical to maintain compliance as websites get updated):

The Annual Maintenance **DOES NOT** include the quarterly audits proposed in the next section. Maintenance contract is required for VGlobalTech's proprietary document conversion software (PDF to RTF) to be used that allows faster, accurate and batch processing for document conversion.

	Task
1.	Full content upload support to regularly keep site updated (includes all documents, audit reports, agendas, meeting minutes, events etc). Ensure content is in ADA and WCAG compliance for the entire site. Section 508 stipulations (applicable to CDD) and FIA /eGIS insurance requirements are met. These points are very critical to maintain a fully compliant website at all times. <b>Update turnaround time – less than 24 hrs from customer sending the content and documents to be updated to VGT team.</b>
2.	PDF Documents conversion (to Text, HTML etc) as needed ( <b>new documents during the maintenance year only</b> ) for ADA Compliance / Reader Compliance. VGlobalTech's <b>proprietary batch conversion software</b> shall be used by our team for faster batch-conversion processing as long as the contract is valid (big time saver that creates compliant documents that can be uploaded to the website). <b>There is no limit on how many documents or pages per documents can be converted per month using VGlobalTech's software.</b> If Auto conversion fails, VGlobalTech team shall perform manual OCR and conversion within 24 hrs.
3.	Update footer with VGlobalTech's ADA Compliance Seal (extended for current year)
4.	Website hosting and backups – Premium hosting, unlimited file space, bandwidth, fast website response, regular automated backups, SSL certificates for secure site access (https protocol), 99.9% website uptime:
	<b>Total Monthly Maintenance with full content upload, document conversion and Hosting:</b> <b>\$200 / month</b>  *support beyond 8 hrs. / month / CDD shall be billed at \$55 / hr. separately (VGlobalTech team shall be responsible to track and report hours exceeded, if any) ***Monthly maintenance must be paid before the 10 <sup>th</sup> of every month

### 3.3 Quarterly Technical and Human Audit

This audit is as per the Florida Insurance Alliance guidelines. Please check with your insurance agency for specific requirements. **Read more here:** [https://vglobaltech.com/wp-content/uploads/2019/03/FIA\\_ADA\\_Guidelines-2019-2020.pdf](https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf)

VGlobalTech has partnered with a local agency for the visually impaired – LightHouse Works. LightHouse has developed a unique program for digital accessibility that is run by visually impaired personnel that are highly skilled in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <https://vglobaltech.com/website-compliance/>

**Together we are now able to provide not one but two compliance seals for all our customers:**

#### 1. Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (ADA), Web Content Accessibility Guidelines (WCAG), **Section 508** of the Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand. Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

#### 2. Human Audit Seal:



LightHouse Works' visually impaired personnel shall actually test the website for compliance as per the section 508 and ADA requirements. The VGlobalTech technical team shall remediate any points discovered by LightHouse team and send the site for re-certification. Upon satisfactory completion LightHouse shall provide the Human Audit Seal that will be specific to the site and the VGlobalTech team shall put the seal on the site. This is an added layer of true Human Audit testing that provides full ADA compliance.

**Cost for Audit: \$400 / per audit**

- Can be paid yearly for all 4 audits (\$1600) or can be paid per audit every quarter \$400
- Seals renewed every quarter
- Audits are conducted by VGlobalTech and LightHouse Agency together
- Full Audit reports shall be provided



This proposal includes following points, stipulations terms and conditions:

\*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps *\*unless otherwise noted*

\* email and phone communication

\*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

\*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

\*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on [www.VGlobalTech.com](http://www.VGlobalTech.com) website. If client requests a refund within seven days of the date of signing their agreement, they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

#### 4.0 Proposal Acceptance:

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech can proceed with the project. All payments shall be made according to this agreement.

**Select Proper Option Below, Sign and Date, Return to [contact@vglobaltech.com](mailto:contact@vglobaltech.com):**

☐ **Option1: Website only**

*Section 3.1: One time (website conversion and compliance cost):*

☐ **Option2: Website and Monthly Maintenance w/ Hosting**

*Section 3.1: One time (website conversion and compliance cost)*

+

*Section 3.2 ADA Compliance Monthly Maintenance and Hosting*

☐ **Option3: Website and Quarterly Audits**

*Section 3.1: One time (website conversion and compliance cost)*

+

*Section 3.3 Quarterly Technical and Human Audit Testing*

☐ **Option4: Website, Monthly Maintenance w/ Hosting and Quarterly Audits**

*Section 3.1: One time (website conversion and compliance cost)*

+

*Section 3.2 ADA Compliance Monthly Maintenance and Hosting*

+

*Section 3.3 Quarterly Technical and Human Audit Testing*

**Signatures:**

For Customer

Date

VB Joshi

For VGlobalTech

Date

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Call: 321-947-7777 | Email: [contact@VGlobalTech.com](mailto:contact@VGlobalTech.com)

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## 5.0 References:

**ADA Best Practices Tool Kit for State and Local Governments:**  
<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

**U.S. Department of Justice, Civil Rights Division, Disability Rights Section**  
<https://www.ada.gov/websites2.htm>

**Web design Standards:** <https://www.w3schools.com/>

**Web Content Accessibility Guidelines (WCAG)** <https://www.w3.org/TR/WCAG21/>

**VGlobalTech Web Content Accessibility Implementation and Checkpoints:**  
<http://vglobaltech.com/website-compliance/>



BBB Rating: A+

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## SECTION VI

# SECTION A

# SECTION 1



Robert C. Gang, Esq.  
(305) 579-0886  
gangr@gtlaw.com

October 21, 2019

Eden Hills Community Development District  
c/o Government Management Services-Central Florida, LLC  
135 West Central Boulevard, Suite 320  
Orlando, Florida 32801

Attention: Jillian Burns  
District Manager

Re: Bond Counsel – Eden Hills Community Development District

Ladies and Gentlemen:

Greenberg Traurig P.A. would be pleased to serve as Bond Counsel to Eden Hills Community Development District (the "District") in connection with its proposed financing program involving the issuance of special assessment bonds which will provide infrastructure for the proposed planned residential community in the City of Lake Alfred, Florida. For purposes of this letter, we have assumed that the District will issue long term "permanent" bonds to finance public infrastructure for multiple phases in multiple series. Because the amount of each series of bonds is undetermined at this time, we would propose a flat fee structure. Absent unusual circumstances, we would propose to charge a fee of \$48,000 for the initial series of bonds and \$45,000 for each series of bonds thereafter. Any increase in the fee resulting from "unusual circumstances" would be subject to prior Board approval.

Assistance to District counsel in the validation of the District's financing program in Circuit Court will be included in the fees quoted above. We assume that District counsel will take the lead in the validation process. A flat amount of \$3,000 will be added to our invoice at bond closing to cover expenses. CD transcripts will be provided at no charge, but the cost of binding transcripts, if applicable, will be billed directly by the bindery to the bond trustee. In the unlikely event that for any reason the District is unable to complete a financing that the finance team has been working on, we would expect to be paid for our time and expenses at our normal hourly rates less 10%, subject to a cap equal to the otherwise applicable fixed fee set forth above. In such an unlikely case, we would expect that payment would be made under a developer funding agreement with the Cassidy Organization, or related entities or principals thereof.

We would appreciate it if this fee arrangement for special assessment bonds could be presented to the Board of Supervisors at its organizational meeting in October, 2019. If the



Eden Hills Community Development District  
c/o Government Management Services-Central Florida, LLC  
Attention: Jillian Burns  
October 21, 2019  
Page 2

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foregoing proposal is acceptable to the District, please so indicate by executing this letter and emailing a copy back to me.

We look forward to serving the District as its Bond Counsel.

Yours sincerely,

  
Robert C. Gang 

Accepted and agreed to  
this \_\_\_ day of October, 2019

---

Chairman, Board of Supervisors

RCG/ech

cc: Rennie Heath  
Lauren Oakley Schwenk

ADMIN 36030537v1

## SECTION 2

**fmsbonds**  
**Municipal Bond Specialists**

20660 W. Dixie Highway  
North Miami Beach, FL 33180

October 18, 2019

Eden Hills Community Development District  
Governmental Management Services – Central Florida, LLC  
135 W. Central Boulevard, Suite # 320  
Orlando, Florida 32801  
Attn: Ms. Jill Burns

Re: Agreement for Underwriter Services & G-17 Disclosure

Dear Ms. Burns:

Thank you for the opportunity to work with the Eden Hills Community Development District (the "District") regarding the underwriting of the District's Special Assessment Bonds, Series 2019 and future series of bonds (the "Bonds"). The District and FMSbonds, Inc. ("FMS"), solely in its capacity as Underwriter, agree to the proposed terms set forth herein in Attachment I. By executing this letter both parties agree to the terms set forth herein.

FMS's role is limited to act as Underwriter within the Scope of Services set forth herein as Attachment I, and not as a financial advisor or municipal advisor. FMS is not acting as a municipal advisor for the developer in connection with the subject transaction. Any information that FMS has previously provided was solely for discussion purposes in anticipation of being retained as your underwriter. Attachment II, attached hereto, contains the Municipal Securities Rulemaking Rule Board Rule G-17 Disclosure that the District should read in its entirety and acknowledge by signing below.

We look forward to working with you.

Yours truly,

**FMSbonds, Inc.**

By: 

Name: Jon Kessler

Title: Executive Director

Agreed to and accepted as of the date first written above:

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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



## ATTACHMENT I

**Section 1     Scope of Services of FMS:** FMS proposes that its duties as Underwriter shall be limited to the following:

1. To provide advice to the District on the structure, timing and terms of the Bonds;
2. To coordinate the financing process;
3. To conduct due diligence;
4. To assist in the preparation of an offering memorandum;
5. To review the assessment methodology and Bond documents;
6. To market and offer Bonds to investors.

**Section 2     Terms and Conditions:**

1. Underwriter Fee ("Underwriting Fee"). FMS shall act as sole lead underwriter. The Underwriting Fee to FMS for acting as Underwriter shall be 2% of the Par Amount of any Bonds issued. The Underwriting Fee shall be due and payable only upon the closing of the Bonds. The Underwriting Fee may be modified pursuant to a bond delegation or award resolution approved by the Board and consented to by the Underwriter.
2. Price and Interest Rates: The offering price and interest rates are expected to be based on recent comparable transactions in the market, if any. FMS and the District will jointly determine the offering price and interest rates immediately prior to the start of the order period, based on market conditions then prevailing.
3. Bond Purchase Agreement. The obligations of the Underwriter and those of the District would be subject to the satisfactory completion of due diligence and to the customary representations, warranties, covenants, conditions, including provisions respecting its termination contained in the form of a bond purchase agreement FMS will prepare and as generally used in connection with the offering of Bonds for this type of transaction.
4. Costs of Issuance. The District shall be responsible for the payment of all expenses relating to the offering, including but not limited to, attorney fees, consultant fees, costs associated with preparing offering documents, if any, the purchase agreement, regulatory fees and filing fees and expenses for qualification under blue sky laws designated by FMS and approved by the District.
5. Assumptions. The proposed terms and statements of intention set forth in this agreement are based on information currently available to FMS about the District and

the market for special assessment bonds similar to the Bonds and the assumptions that:

- a) the financial condition and history of the project shall be substantially as understood, and the financial information for the relevant and appropriate period ended to be included in the final offering memorandum will not vary materially from those set forth in the material furnished to FMS;
  - b) no adverse developments shall occur which materially and adversely affect the underlying security and financial condition of the district;
  - c) the offering memorandum will comply with all applicable laws and regulations;
  - d) there will not be any unanticipated substantial delays on the part of the District in completing the transaction; and
  - e) all conditions of the Underwriter to purchase Bonds will be included in the bond purchase agreement and conditions shall be satisfied or waived, in the sole discretion of the Underwriter.
6. Information. The District agrees to reasonably and actively assist FMS in achieving an underwriting that is satisfactory to FMS and the District. To assist FMS in the underwriting the District will (a) provide and cause the District's staff and its professionals to provide FMS upon request with all information reasonably deemed necessary by FMS to complete the underwritings, included but not limited to, information and evaluations prepared by the District and its advisors; and (b) otherwise assist FMS in its underwriting efforts.
7. Term of Engagement. The term of this Agreement shall commence as of the date of this Agreement and continue in full force and effect unless terminated by either party. In event of termination by the District without cause, FMS shall be entitled to recover its reasonable out of pocket expenses incurred up to the date of termination.
8. No Commitment. Notwithstanding the foregoing, nothing herein shall constitute an agreement to provide a firm commitment, underwriting or placement or arrangement of any securities by FMS or its affiliates. Any such commitment, placement or arrangement shall only be made a part of an underwriting agreement or purchase agreement at the time of the sale of the bonds.

The engagement contemplated hereby and this agreement are solely for the benefit of the District and FMS and their respective successors, assigns and representatives and no other person or entity shall acquire or have any right under or by virtue hereof.

This Agreement contains the entire understanding of the parties relating to the transactions contemplated hereby and this Agreement supersedes all prior agreements, understandings and negotiations with respect thereto. This Agreement may be executed in counterparts each of which shall be an original but all of such counterparts shall constitute one and the same instrument.

9. No Financial Advisor. FMS's role is limited to that of an Underwriter and not a Financial Advisor or Municipal Advisor

[Remainder of Page Intentionally Left Blank]

## ATTACHMENT II

**MSRB Rule G-17 Disclosure** --- The District has engaged FMS to serve as underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. As part of our services as underwriter, FMS may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. We may also have provided such advice as part of the process of seeking to be selected to serve as your underwriter. Any such advice was provided by FMS as an underwriter and not as your financial advisor in this transaction.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. As such, the underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.
- The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.
- As underwriter, we will review the disclosure document for the Bonds in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.<sup>1</sup>

The underwriter will be compensated by a fee and/or a fee that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The District acknowledges no such recommendation has been made by FMS.

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<sup>1</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the offering document by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the offering document.

Please note nothing in this letter is an expressed nor an implied commitment by us to provide financing or to purchase or place the Bonds or any other securities. Any such commitment shall only be set forth in a bond purchase agreement or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in the transaction contemplated herein remains subject to, among other things, the execution of a bond purchase agreement (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMS is acting independently in seeking to act as an underwriter in the transactions contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMS assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the other underwriters in connection with the transactions contemplated herein or otherwise.

If you or any other Issuer representatives have any questions or concerns about these disclosures, please make those questions or concerns known immediately to FMS. In addition, Issuer should consult with its own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. Depending on the final structure of the transaction that the District and FMS decide to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures.

## SECTION 4



October 18, 2019

Governmental Management Services, LLC  
Attn: Jill Burns  
135 West Central Blvd, Suite 320  
Orlando, FL 32801

***Re: Proposal to serve as Trustee, Paying Agent and Registrar for Eden Hills Community Development District***

Dear Jill:

On behalf of U.S. Bank National Association, I am pleased to submit our proposal to provide Trustee, Registrar and Paying Agent Services for the Eden Hills Community Development District.

U.S. Bank has made a long-term commitment to remain in the corporate trust business and to expand its services through acquisitions and establishing new offices in key areas. We have just expanded our southeast regional corporate trust office to Jacksonville, Florida, adding to its local Florida team to meet the needs of the bank's growing line of business in this area. The following are just a few of the many advantages that make U.S. Bank Global Corporate Trust Services an excellent choice for corporate trust services:

- Trust officers with extensive experience in working with all parties of the financing team.
- Local presence through our Orlando, Jacksonville, Fort Lauderdale and Miami offices to ensure responsiveness for you and the bondholders.

We are also proud to state that U.S. Bank is committed to business policies and practices that sustain the environment and does have a formal Environmental Sustainability Policy that guides and directs our business approach to sustainability. We take a broad approach to transforming our environmental commitments into actionable business practices. Environmental teams throughout the company work at the grassroots level to identify and build green opportunities into our products, services and business practices. Progress is monitored and directed by our Environmental Affairs team and the Stewardship Council. Grassroots action with senior-level accountability provides focus, and results in concrete progress toward meeting our goals. Our delivery of our online portal strategy is a great example of this policy in action reducing the paper carbon footprint through the use of imaging technology.

I look forward to working with Eden Hills Community Development District and are anxious to develop a strong banking relationship. Should you have any questions, please do not hesitate to call me directly at (407) 835-3805, or via email at: [stacey.johnson4@usbank.com](mailto:stacey.johnson4@usbank.com).

Best regards,

A handwritten signature in blue ink, appearing to read "Stacey L. Johnson".

**Stacey L. Johnson**  
Vice President  
Relationship Manager | Southeast Region

## **Fees and Charges – Eden Hills Community Development District**

**I. ACCEPTANCE FEE** **\$1,925.00 Per Series, payable in advance**  
Covers review of documents, participation in document conferences, establishing records / accounts, authentication/ delivery of bonds, receipt of funds, establishment of procedures and ticklers necessary to perform our duties and monitor the various terms and covenants in the financing documents.

**II. ANNUAL ADMINISTRATION FEE** **3.5 basis points on amount issued, payable in advance:**

<b>Minimum</b>	<b>\$3,750.00</b>
<b>Each additional Series</b>	<b>\$2,500.00</b>
<b>Maximum</b>	<b>\$10,000.00</b>

Maintenance of records in connection with the control of the bonds outstanding; review and compliance of document provisions; receive, pay out and control the movement of funds; pay periodic interest and principal; and prepare periodic accountings and reports. Bond Registrar and Paying Agent services are included. Standard Trustee disclosure information is provided in our services.

**III. LEGAL FEES** **Billed at Cost – Not to Exceed \$6,000.00**

**IV. TRAVEL (NOT TO EXCEED)** **\$100.00**

**V. INCIDENTAL EXPENSES** **7.75% of annual trustee administration fee, payable in arrears**  
Incidental expenses, such as, wires, postage, copies, mailings, courier expenses, etc.

**VI. EXTRAORDINARY EXPENSES / OTHER SERVICES** **Billed at Cost**  
Occasionally we are required to provide services that require extraordinary expenses (such as publication notices, counsel, etc.), and these will be billed at cost. The quoted fee does not include services as Disclosure Agent pursuant to Securities & Exchange commission Rule 15c12- 12, as amended. U.S. Bank will discuss this service with the Obligor if applicable pursuant to the terms of the bond issues.

*Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.*

### **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:**

*To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.*



## SECTION B

## **BOND FINANCING TEAM FUNDING AGREEMENT**

**THIS BOND FINANCING TEAM FUNDING AGREEMENT** ("Agreement") is made and entered into this 1<sup>st</sup> day of November, 2019, by and between:

**EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Lake Alfred, Florida, whose mailing address is 135 West Central Boulevard, Suite 320, Orlando, Florida 32801 (the "District"), and

\_\_\_\_\_, a Florida \_\_\_\_\_ and the developer of the lands in the District whose mailing address is \_\_\_\_\_ ("Developer," and together with the District, the "Parties").

### **RECITALS**

**WHEREAS**, the District was established by Ordinance No. \_\_\_\_\_, adopted by the City Commission of the City of Lake Alfred, Florida, effective as of \_\_\_\_\_, for the purpose of planning, financing, constructing, operating, and/or maintaining certain infrastructure; and

**WHEREAS**, the District presently expects to access the public bond market to provide for the financing of certain capital improvements, facilities, and services to benefit the lands within the District; and

**WHEREAS**, the District and the Developer desire to enter into this Agreement to provide funds to enable the District to commence its financing program.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**SECTION 1. PROVISION OF FUNDS.** The Developer agrees to make available to the District such monies as are necessary to proceed with the issuance of bonds or other indebtedness to fund the District's improvements, facilities, and services.

**A.** The Developer agrees to provide to the District any such monies upon receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer, or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with the work contemplated by this Agreement, and to retain a Bond Counsel and Financial Advisor and other professional assistance as may be necessary to proceed with the work contemplated by this Agreement.

**B.** The Parties agree that all fees, costs, or other expenses incurred by the District for the services of the District's Engineer, Counsel, Financial Advisor, or other professionals, for the work contemplated by this Agreement shall be paid solely from the funds provided by the Developer pursuant to this Agreement. Such payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by the Developer pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by this Agreement.

**C.** The District agrees to provide to the Developer, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the funds provided by the Developer. The District agrees to provide to the Developer, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District.

**D.** The Developer agrees to provide funds within fifteen (15) days of receipt of written notification from the District Manager of the need for such funds.

**E.** In the event that the Developer fails to provide any such funds pursuant to this Agreement, the Parties agree the work may be halted until such time as sufficient funds are provided by the Developer to ensure payment of the costs, fees, or expenses which may be incurred in the performance of such work.

**SECTION 2. TERMINATION.** The Parties agree that the Developer may terminate this Agreement without cause by providing ten (10) days' written notice of termination to the District. Any such termination by the Developer is contingent upon the Developer's provision of sufficient funds to cover any and all fees, costs, or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received. The Parties agree that the District may terminate this Agreement due to a failure of the Developer to provide funds in accordance with Section 1 of this Agreement, by providing ten (10) days' written notice of termination to the Developer; provided, however, that the Developer shall be provided a reasonable opportunity to cure any such failure.

**SECTION 3. CAPITALIZATION.** The Parties agree that all funds provided by the Developer pursuant to this Agreement may be reimbursable from proceeds of District financing for capital improvements, and that within forty-five (45) days of receipt of the proceeds by the District of bonds or notes for the District's capital projects, the District shall reimburse the Developer in full, exclusive of interest, for these advances; provided, however, that in the event Bond Counsel determines that any such monies are not properly reimbursable, such funds shall be deemed paid in lieu of taxes or assessments. In the event that District bonds are not issued within five (5) years of the date of this Agreement, all funds provided by the Developer pursuant to this Agreement shall be deemed paid in lieu of taxes or assessments.

**SECTION 4. DEFAULT.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance.

**SECTION 5. ENFORCEMENT OF AGREEMENT.** In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 6. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

**SECTION 7. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

**SECTION 8. AUTHORIZATION.** 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 instrument.

**SECTION 9. NOTICES.** All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

**A. If to the District:** Eden Hills Community Development District  
c/o Governmental Management Services –  
Central Florida, LLC  
135 West Central Boulevard, Suite 320  
Orlando, Florida 32801  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to the Developer:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays,

Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

**SECTION 10. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a 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.

**SECTION 11. ASSIGNMENT.** Neither Party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other Party.

**SECTION 12. CONTROLLING LAW; VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each party consents to and agrees that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida

**SECTION 13. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 14. EFFECTIVE DATE.** The Agreement shall be effective after execution by both Parties hereto and shall remain in effect unless terminated by either of the Parties hereto.

**SECTION 15. PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

ATTEST:

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson/Vice Chairperson

WITNESS:

\_\_\_\_\_, a Florida  
\_\_\_\_\_

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

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

# SECTION VII

# SECTION A



**EDEN HILLS  
COMMUNITY DEVELOPMENT DISTRICT**

**ENGINEER'S REPORT  
FOR CAPITAL IMPROVEMENTS**

**Prepared for:**

**BOARD OF SUPERVISORS  
EDEN HILLS  
COMMUNITY DEVELOPMENT DISTRICT**

**Prepared by:**

**WOOD & ASSOCIATES ENGINEERING, LLC  
1925 BARTOW ROAD  
LAKELAND, FL 33801  
PH: 863-940-2040**

**November 1, 2019**

**EDEN HILLS  
COMMUNITY DEVELOPMENT DISTRICT**

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## **LIST OF EXHIBITS**

**EXHIBIT 1- Location Map**

**EXHIBIT 2- Legal Description**

**EXHIBIT 3- District Boundary Map**

**EXHIBIT 4- Land Use Map**

**EXHIBIT 5- Zoning Map**

**EXHIBIT 6- Utility Location Map & Drainage Flow Pattern Map**

**EXHIBIT 7- Summary of Opinion of Probable Costs**

**EXHIBIT 8- Summary of Proposed District Facilities**

**ENGINEER'S REPORT  
EDEN HILLS  
COMMUNITY DEVELOPMENT DISTRICT**

**I. INTRODUCTION**

The Eden Hills Community Development District (the "District" or the "CDD") is south of Cass Road, and west of CR 557, within Lake Alfred, Florida (the "City"). The District currently contains approximately 370.91 acres and is expected to consist of 739 single family lots, recreation/amenity areas, parks, and associated infrastructure.

The CDD was established by City Ordinance No. 1422-19 which was approved by the City Commission on October 21, 2019. The District will own and operate the stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the Development.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the City, Polk County, Florida (the "County"), Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the Development, defined below. Any public improvements or facilities acquired by the District will be at the lesser of cost or fair market value. An overall estimate of probable cost of the public improvements is provided in Exhibit 7 of this report.

This "Capital Improvement Plan" or "Report" reflects the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications are not expected to diminish the benefits received by the developable land within the District. The District reserves the right to make reasonable adjustments to the Report to meet applicable regulatory requirements of agencies with jurisdiction over the Development, while maintaining comparable levels of benefit to the developable lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

Implementation of any proposed facilities or improvements outlined in this Report requires written approval from the District's Board of Supervisors. Estimated costs outlined in this report are based on best available information, which includes but is not limited to previous experience with similar projects. Actual costs could be different than estimates because final engineering and specific field conditions may affect construction costs.

All storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds) within the Development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations), roadways, including sidewalks, will upon completion, be dedicated to the City for ownership and maintenance.

## **II. PURPOSE AND SCOPE**

The purpose of this Report is to provide engineering support to fund improvements in the District. This Report will identify the proposed public infrastructure to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using this Report.

The predominant portion of this Report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have not yet been completed and permitted for the improvements described herein. The engineer has considered, and in specific instances has relied upon, the information and documentation prepared or supplied by others, and information that may have been provided by public entities, public employees, the landowner, site construction contractors, other engineering professionals, land surveyors, and the District Board of Supervisors, including its staff and consultants.

### **III. THE DEVELOPMENT**

The Development will consist of 739 single family homes and associated infrastructure ("Development"). The Development is a planned residential community located south of Cass Road, west of CR 557 within the City. The property in the City has a land use of LDR (Low Density Residential), VLDR (Very Low Density Residential, CON (Conservation), and a zoning of PUD (Planned Unit Development) on a portion of the property. The Development will be constructed in four (4) phases.

### **IV. THE CAPITAL IMPROVEMENTS**

The Capital Improvement Plan, (the "CIP"), consists of public infrastructure in Phases 1, 2, 3, and 4. The primary portions of the CIP will entail stormwater pond construction, roadways built to an "urban" typical section, water and sewer facilities and off-site improvements (including turn lanes and extension of water and sewer mains to serve the Development).

There will also be stormwater structures and conveyance culverts within the CIP which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will occur as needed in each phase. Below ground installation of telecommunications and cable TV will occur, but will not be funded by the District. Installation of street lights and power conduits within the public right of way or easements will be funded by the District. Only undergrounding of wire in public right-of-way and on District land is included.

As a part of the recreational component of the CIP, a public park/amenity center will be constructed within the Development. The public park/amenity center will have connectivity to each of the other phases via sidewalks to the other portions of the District. The public park/amenity center will be accessed by the public roadways and sidewalks.

## V. CAPITAL IMPROVEMENT PLAN COMPONENTS

The Capital Improvement Plan includes the following:

### **Stormwater Management Facilities**

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater will runoff via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater management systems is regulated by the City, the County, and the SWFWMD. There are no known natural surface waters within the Development.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0355G demonstrates that the property is located within Flood Zone X with portions in Zone A and AE. Based on this information and the site topography, it does not appear that floodplain compensation will be required.

During the construction of stormwater management facilities, utilities and roadway improvements, the contractor will be required to adhere to a *Stormwater Pollution Prevention Plan* (SWPPP) as required by Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict for the contractor the proposed locations of required erosion control measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting on various forms associated with erosion control, its maintenance and any rainfall events that occur during construction activity.

### **Public Roadways**

The proposed public roadway sections are to be 50' rights-of-way with 24' of asphalt and Miami curb or Type F curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, lime rock, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets.

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District's funding of roadway construction will occur for all public roadways within the Development.

### **Water and Wastewater Facilities**

A potable water system inclusive of water main, gate valves, fire hydrants and appurtenances will be installed for the development. The water service provider will be the City of Lake Alfred Public Utilities. The water system will be a "looped" system. These facilities will be installed within the proposed public rights-of-way within the District. This water will provide the potable (domestic) and fire protection services which will serve the lands within the District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. Lift stations will transport wastewater flow from the lift stations, via a 6" force main, to an existing manhole located at Evenhouse Road and Lake Swoope Drive.



Reclaimed water is not available for this site. An irrigation well to be constructed and funded by the District will be installed onsite to provide irrigation within the public right of way or irrigation water service shall be provided as part of the domestic water system design. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

#### **Off-Site Improvements**

The District will provide funding for the anticipated turn lanes at the Development entrance, CR 577, and Old Lake Alfred Road. The site construction activities associated with the CIP are anticipated for completion by phases based on the following estimated schedule: Phase 1 in 2020; Phase 2 in 2021; Phase 3 in 2022; Phase 4 in 2023. Upon completion of each phase of these improvements, inspection/certifications will be obtained from the SWFWMD; the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the City/County.

#### **Amenities and Parks**

The District will provide funding for an Amenity Center to include the following: parking area, pavilion with restroom facilities, pool, tot lot, dog park/all-purpose play field, and walking trails between the phases to provide connectivity to the Amenity Center, and passive parks throughout the Development which will include benches and walking trails. All paths, parks, etc. discussed in this paragraph are available to the general public.

#### **Electric and Lighting**

The electric distribution system serving the Development is currently planned to be underground. The District presently intends to fund and construct the electric conduit, transformer/cabinet pads, and electric manholes required by Tampa Electric Company ("TECO"). Electric facilities funded by the District will be owned and maintained by the District, with TECO providing underground electrical service to the Development. The CDD presently intends to purchase and install the street lighting along the internal roadways within the CDD or enter into a lease with TECO. These lights will either be owned, operated and maintained by the District or if leased by TECO after dedication, with the District funding maintenance services.

### **Entry Feature, Landscaping, and Irrigation**

Landscaping, irrigation, entry features and walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation system will use an irrigation well. The well and irrigation watermain to the various phases of the Development will be constructed or acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the Development. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned and maintained by the CDD.

### **Miscellaneous**

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report, are being financed by the District with the intention for benefiting all of the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the Development for the intended use as a single-family planned Development.

## **VI. PERMITTING**

Construction permits for all phases are required and include the SWFWMD Environmental Resource Permit (ERP), Polk County Health Department, Florida Department of Environmental Protection (FDEP), Army Corps of Engineer Permit (ACOE), and City construction plan approval.

Following is a summary of required permits obtained and pending for the construction of the public infrastructure improvements for the District:

### **PHASE 1**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval	Approved
Preliminary Plat	October 2019
SWFWMD ERP	December 2019
Construction Permits	December 2019
Polk County Health Department Water	December 2019
FDEP Sewer	December 2019
FDEP NOI	December 2019
ACOE	Not Applicable

### **PHASE 2**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval	April 2020
Preliminary Plat	August 2020
SWFWMD ERP	September 2020
Construction Permits	September 2020
Polk County Health Department Water	September 2020
FDEP Sewer	September 2020
FDEP NOI	September 2020
ACOE	Not Applicable

**PHASE 3**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval	April 2020
Preliminary Plat	August 2021
SWFWMD ERP	September 2021
Construction Permits	September 2021
Polk County Health Department Water	September 2021
FDEP Sewer	September 2021
FDEP NOI	September 2021
ACOE	Not Applicable

**PHASE 4**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval	April 2020
Preliminary Plat	August 2022
SWFWMD ERP	September 2022
Construction Permits	September 2022
Polk County Health Department Water	September 2022
FDEP Sewer	September 2022
FDEP NOI	September 2022
ACOE	Not Applicable

## **VII. RECOMMENDATION**

As previously described within this report, the public infrastructure as described is necessary for the development and functional operation as required by the City. The site planning, engineering design and construction plans for the infrastructure are in accordance with the applicable requirements of the City, and the SWFWMD. It should be noted that the infrastructure will provide its intended use and function so long as the construction and installation is in substantial conformance with the design construction plans and regulatory permits.

Items utilized in the *Opinion of Probable Costs* for this report are based upon proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD and the City regulations.

## **VIII. REPORT MODIFICATION**

During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, then the costs differences would not materially affect the proposed cost estimates.

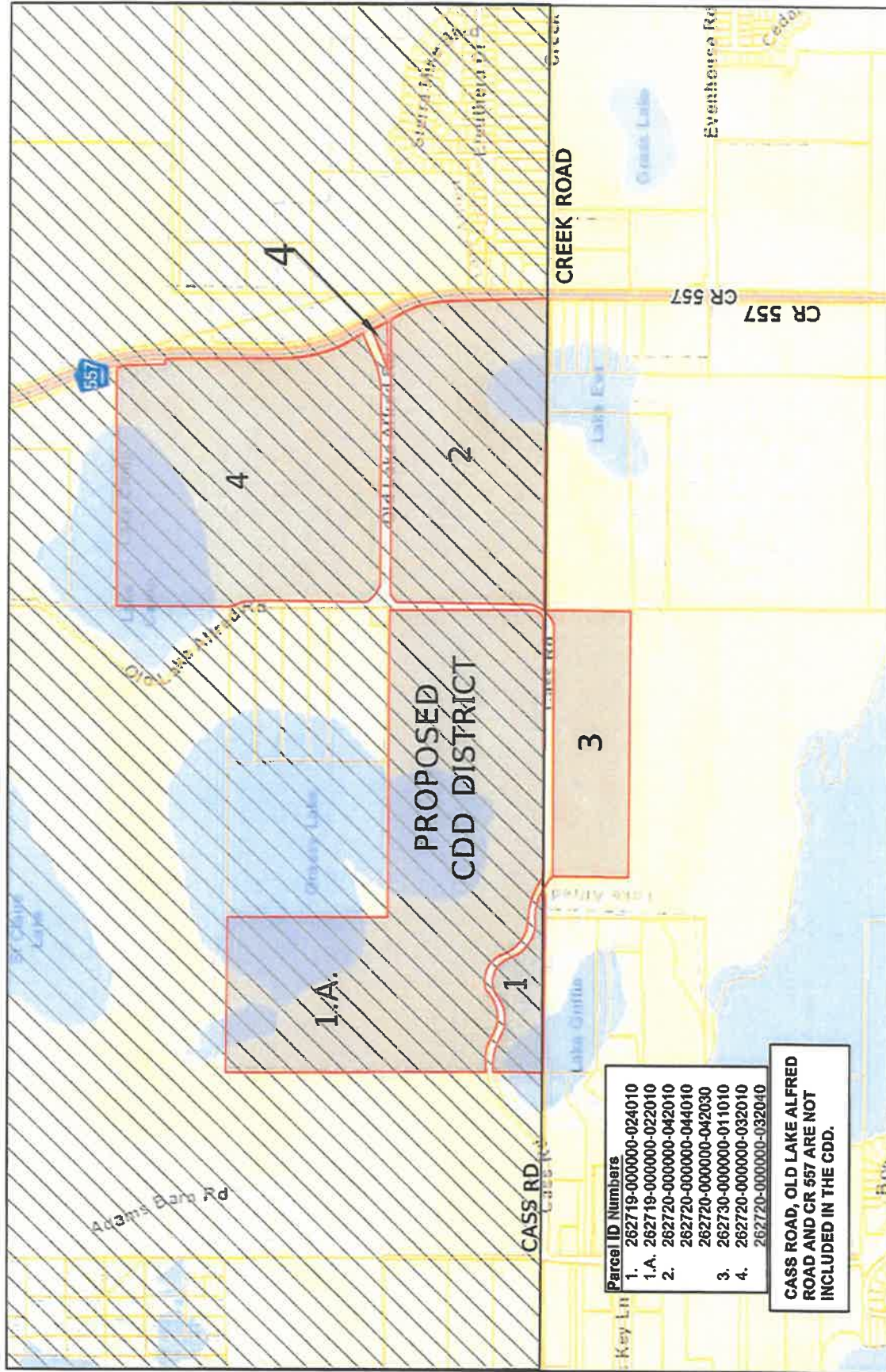
## **IX. CONCLUSION**

It is our professional opinion that the public infrastructure costs for the CIP provided in this Report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District at least equal to the costs of such improvements.

The *Opinion of Probable Costs* of the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon unit prices currently experienced on an ongoing and similar basis for work in the County. However, labor market, future costs of equipment, materials, changes to the regulatory permitting agencies activities, and the actual construction processes employed by the

chosen site contractor are beyond the engineer's control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

Based upon the presumption that the CIP construction continues in a timely manner, it is our professional opinion that the proposed public infrastructure improvements when constructed and built in substantial conformance with the approved plans and specifications, can be completed and used for their intended function. Be advised that we have utilized historical costs and direct unit costs from site contractors and consultants in the County, which we believe to be necessary in order to facilitate accuracy associated with the *Opinion of Probable Costs*. Based upon the information above, it is our professional opinion that the acquisition and construction costs of the proposed CIP can be completed at the cost as stated.



**Parcel ID Numbers**

1.	262719-000000-024010
1.A.	262719-000000-022010
2.	262720-000000-042010
	262720-000000-044010
	262720-000000-042030
3.	262730-000000-011010
4.	262720-000000-032010
	262720-000000-032040

CASS ROAD, OLD LAKE ALFRED ROAD AND CR 557 ARE NOT INCLUDED IN THE CDD.



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# EXHIBIT 1 EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT LOCATION MAP

**LEGEND**

GREEN SWAMP CRITICAL AREA OF CONCERN

NO SCALE



## EDEN HILLS CDD LEGAL DESCRIPTION

### PARCEL 1

THE S-1/2 OF SE-1/4 AND E-1/2 OF SW-1/4 OF SECTION 19, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY OF CASS ROAD.

### PARCEL 2

THE S ½ OF THE SW ¼ OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 26 EAST, LESS AND EXCEPT ALL ROADWAYS AND EASEMENTS OF RECORD OR IN USE, LYING AND BEING IN POLK COUNTY, FLORIDA.

### PARCEL 3

COMMENCING AT THE SECTION POST AT THE NORTHEAST CORNER OF THE NE ¼ OF SECTION 30, TOWNSHIP 27 SOUTH, RANGE 26 EAST, RUNNING THENCE IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF SAID SECTION 2290 FEET; THENCE SOUTH 685 FEET; THENCE IN AN EASTERLY DIRECTION PARALLEL TO THE NORTH LINE OF SAID SECTION TO THE EAST LINE OF SAID SECTION AND THENCE IN A NORTHERLY DIRECTION TO THE PLACE OF BEGINNING, LESS ROAD RIGHT OF WAY OF CASS ROAD.

### PARCEL 4

THE SOUTH 945 FEET OF THE NW ¼ AND THE N ½ OF THE SW ¼ OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 26 EAST, LESS AND EXCEPT A PARCEL OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 341 FEET NORTH OF THE SOUTHEAST CORNER OF THE N ½ OF THE SW ¼, RUN THENCE NORTH ALONG THE HALF SECTION LINE A DISTANCE OF 1929 FEET TO THE NORTH BOUNDARY OF THE ABOVE DESCRIBED PROPERTY, RUN THENCE WEST A DISTANCE OF 562.3 FEET, RUN THENCE SOUTH 16°15' EAST A DISTANCE OF 2009.3 FEET TO THE POINT OF BEGINNING.

LESS & EXCEPT THE FOLLOWING DESCRIBED PARCELS:

THAT PORTION OF CASS ROAD MAINTAINED RIGHT-OF-WAY AS SHOWN IN MAP BOOK 14, PAGES 78 THROUGH 86, AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, IN SECTIONS 19, 20, AND 30 TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

AND LESS & EXCEPT

THAT PORTION OF OLD LAKE ALFRED ROAD AS RECORDED IN MAP BOOK 2, PAGES 323 THROUGH 327, AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, IN SECTION 20, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

AND LESS & EXCEPT

RIGHT-OF-WAY PARCELS FOR COUNTY ROAD 557 AS SHOWN ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 1629 PROJECT 5537, AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.



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## EXHIBIT 2 EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT LEGAL DESCRIPTION

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THOSE PARTS MORE PARTICULARLY DESCRIBED AS:

PARCEL 1

BEGIN AT A 5/8" IRON ROD AND CAP "LB 5450" STANDING AT THE NORTHWEST CORNER OF THE EAST ½ OF THE SOUTHWEST 1/4 OF ABOVE SAID SECTION 19, AND RUN THENCE ALONG THE NORTH LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 N-89°59'47"-E, 1321.68 FEET TO THE NORTHEAST CORNER OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19; THENCE ALONG THE EAST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 S-00°08'25"-E, 1323.96 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19; THENCE ALONG THE NORTH LINE OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 S-89°58'20"-E, 2637.88 FEET TO A 5/8" IRON ROD AND CAP "LB 5450" STANDING ON THE WESTERLY MAINTAINED RIGHT-OF-WAY LINE OF CASS ROAD ACCORDING TO MAP BOOK 14, PAGES 78 THROUGH 86 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWELVE (12) COURSES: 1) S-02°15'09"-W, 13.10 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) N-89°57'27"-W, 12.08 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 3) S-00°01'04"-E, 81.82 FEET; THENCE 4) N-87°37'47"-W, 0.97 FEET; THENCE 5) S-00°02'58"-W, 83.99 FEET; THENCE 6) S-00°14'03"-E, 282.24 FEET; THENCE 7) S-00°01'04"-E, 418.62 FEET; THENCE 8) S-00°34'59"-W, 258.08 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 9) S-05°24'19"-W, 43.23 FEET TO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE 10) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 246.83 FEET, A CENTRAL ANGLE/DELTA OF 14°54'25", A CHORD BEARING OF S-18°09'26"-W, A CHORD DISTANCE OF 64.04 FEET, FOR AN ARC LENGTH OF 64.22 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 11) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 213.59 FEET, A CENTRAL ANGLE/DELTA OF 16°06'05", A CHORD BEARING OF S-43°12'17"-W, A CHORD DISTANCE OF 59.83 FEET, FOR AN ARC LENGTH OF 60.02 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 12) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 150.45 FEET, A CENTRAL ANGLE/DELTA OF 07°22'46", A CHORD BEARING OF S-61°45'46"-W, A CHORD DISTANCE OF 19.36 FEET, FOR AN ARC LENGTH OF 19.38 FEET TO A 5/8" IRON ROD AND CAP STANDING ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID CASS ROAD; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING FORTY (40) COURSES: 1) S-88°38'37"-W, 153.54 FEET; THENCE 2) S-89°10'37"-W, 216.44 FEET; THENCE 3) S-89°17'23"-W, 188.18 FEET; THENCE 4) N-89°38'32"-W, 298.21 FEET; THENCE 5) N-89°53'42"-W, 234.77 FEET; THENCE 6) N-89°37'59"-W, 217.84 FEET; THENCE 7) S-89°30'50"-W, 250.08 FEET; THENCE 8) N-89°55'08"-W, 231.89 FEET; THENCE 9) N-89°49'48"-W, 270.34 FEET; THENCE 10) N-88°49'36"-W, 59.54 FEET; THENCE 11) N-80°07'52"-W, 37.96 FEET; THENCE 12) N-85°14'01"-W, 17.09 FEET; THENCE 13) N-70°59'02"-W, 18.15 FEET; THENCE 14) N-65°55'57"-W, 21.10 FEET; THENCE 15) N-67°05'59"-W, 98.72 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 16) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 523.28 FEET, A CENTRAL ANGLE/DELTA OF 13°50'09", A CHORD BEARING OF N-67°01'16"-W, A CHORD DISTANCE OF 126.06 FEET, FOR AN ARC LENGTH OF 126.36 FEET; THENCE 17) N-68°58'37"-W, 34.06 FEET; THENCE 18) S-89°31'05"-W, 19.75 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE 19) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 523.28 FEET, A CENTRAL ANGLE/DELTA OF 03°49'37", A CHORD BEARING OF N-81°39'02"-W, A CHORD DISTANCE OF 34.94 FEET, FOR AN ARC LENGTH OF 34.95 FEET; THENCE 20) S-89°14'01"-W, 66.62 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 21) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 260.64 FEET, A CENTRAL ANGLE/DELTA OF 26°43'30", A CHORD BEARING OF N-74°29'03"-W, A CHORD DISTANCE OF 120.47 FEET, FOR AN ARC LENGTH OF 121.57 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 22) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 242.45 FEET, A CENTRAL ANGLE/DELTA OF 34°55'23", A CHORD BEARING OF N-40°04'24"-W, A CHORD DISTANCE OF 145.50 FEET, FOR AN ARC LENGTH OF 147.78 FEET; THENCE 23) N-27°57'49"-W, 90.06 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 24) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 259.87 FEET, A CENTRAL ANGLE/DELTA OF 47°51'20", A CHORD BEARING OF N-54°10'27"-W, A CHORD DISTANCE OF 210.80 FEET, FOR AN ARC LENGTH OF 217.05 FEET; THENCE 25) N-65°06'24"-W, 17.01 FEET; THENCE 26) S-89°09'06"-W, 24.96 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE 27) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 241.94 FEET, A CENTRAL ANGLE/DELTA OF 13°31'58", A CHORD BEARING OF S-89°09'06"-W, A CHORD DISTANCE OF 57.01 FEET, FOR AN ARC LENGTH OF 57.14 FEET; THENCE 28) S-89°09'06"-W, 20.44 FEET; THENCE 29) S-75°16'11"-W, 14.14 FEET; THENCE 30) S-59°52'40"-W, 13.79 FEET TO A POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE 31) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 241.94 FEET, A CENTRAL ANGLE/DELTA OF 05°46'25", A CHORD BEARING OF S-68°16'47"-W, A CHORD DISTANCE OF 24.37 FEET, FOR AN ARC LENGTH OF 24.38 FEET; THENCE 32) S-63°03'02"-W, 85.21 FEET; THENCE 33) S-64°14'52"-W, 92.99 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 34) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 257.71 FEET, A CENTRAL ANGLE/DELTA OF 26°37'29", A CHORD BEARING OF S-86°10'03"-W, A CHORD DISTANCE OF 118.68 FEET, FOR AN



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ARC LENGTH OF 119.75 FEET; THENCE 35) N-67°10'39"-W, 37.65 FEET; THENCE 36) N-66°54'31"-W, 65.68 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 37) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 475.61 FEET, A CENTRAL ANGLE/DELTA OF 12°03'04", A CHORD BEARING OF N-68°55'28"-W, A CHORD DISTANCE OF 99.85 FEET, FOR AN ARC LENGTH OF 100.04 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHWESTERLY; THENCE 38) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 415.63 FEET, A CENTRAL ANGLE/DELTA OF 14°11'59", A CHORD BEARING OF N-79°41'42"-W, A CHORD DISTANCE OF 102.74 FEET, FOR AN ARC LENGTH OF 103.01 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHERLY; THENCE 39) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 800.61 FEET, A CENTRAL ANGLE/DELTA OF 08°59'50", A CHORD BEARING OF S-86°58'55"-W, A CHORD DISTANCE OF 125.59 FEET, FOR AN ARC LENGTH OF 125.72 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHEASTERLY; THENCE 40) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 492.25 FEET, A CENTRAL ANGLE/DELTA OF 00°52'46", A CHORD BEARING OF S-78°33'19"-W, A CHORD DISTANCE OF 7.55 FEET, FOR AN ARC LENGTH OF 7.55 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19, SAID POINT IS HEREBY DESIGNATED POINT "A" TO BE USED HEREIN AFTER; THENCE DEPARTING SAID NORTHERLY MAINTAINED RIGHT-OF-WAY, AND CONTINUING ALONG THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19, N-00°08'18"-W, 2166.25 FEET TO THE POINT OF BEGINNING.

#### TOGETHER WITH

COMMENCE AT ABOVE DESIGNATED POINT "A", AND RUN THENCE ALONG THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 S-00°08'18"-E, 61.47 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19, AND CONTINUING S-00°08'18"-E, 418.74 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 19; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 19 S-89°56'27"-E, 1602.13 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF CASS ROAD ACCORDING TO MAP BOOK 14, PAGES 78 THROUGH 86 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 19, AND ALONG SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWENTY (20) COURSES: 1) N-67°05'59"-W, 78.19 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 2) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 463.28 FEET, A CENTRAL ANGLE/DELTA OF 23°26'52", A CHORD BEARING OF N-71°23'14"-W, A CHORD DISTANCE OF 188.27 FEET, FOR AN ARC LENGTH OF 189.59 FEET; THENCE 3) S-89°14'01"-W, 64.18 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 4) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 320.64 FEET, A CENTRAL ANGLE/DELTA OF 27°20'48", A CHORD BEARING OF N-74°27'38"-W, A CHORD DISTANCE OF 151.59 FEET, FOR AN ARC LENGTH OF 153.04 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHEASTERLY; THENCE 5) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 302.45 FEET, A CENTRAL ANGLE/DELTA OF 34°43'11", A CHORD BEARING OF N-40°31'56"-W, A CHORD DISTANCE OF 180.48 FEET, FOR AN ARC LENGTH OF 183.27 FEET; THENCE 6) N-27°57'49"-W, 86.13 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 7) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 199.87 FEET, A CENTRAL ANGLE/DELTA OF 51°07'56", A CHORD BEARING OF N-56°07'58"-W, A CHORD DISTANCE OF 172.51 FEET, FOR AN ARC LENGTH OF 178.37 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHERLY; THENCE 8) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 181.94 FEET, A CENTRAL ANGLE/DELTA OF 37°08'54", A CHORD BEARING OF S-84°19'33"-W, A CHORD DISTANCE OF 115.91 FEET, FOR AN ARC LENGTH OF 117.96 FEET; THENCE 9) S-63°03'02"-W, 84.53 FEET; THENCE 10) S-64°14'52"-W, 97.90 FEET; THENCE 11) S-72°58'21"-W, 10.80 FEET; THENCE 12) S-58°07'54"-W, 3.99 FEET; THENCE 13) S-86°02'26"-W, 5.89 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 14) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 317.71 FEET, A CENTRAL ANGLE/DELTA OF 25°07'59", A CHORD BEARING OF S-88°14'39"-W, A CHORD DISTANCE OF 138.25 FEET, FOR AN ARC LENGTH OF 139.37 FEET; THENCE 15) N-67°10'39"-W, 44.44 FEET; THENCE 16) N-66°54'31"-W, 67.99 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 17) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 415.61 FEET, A CENTRAL ANGLE/DELTA OF 12°30'07", A CHORD BEARING OF N-68°52'12"-W, A CHORD DISTANCE OF 90.51 FEET, FOR AN ARC LENGTH OF 90.69 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHWESTERLY; THENCE 18) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 355.63 FEET, A CENTRAL ANGLE/DELTA OF 14°15'17", A CHORD BEARING OF N-79°31'29"-W, A CHORD DISTANCE OF 88.25 FEET, FOR AN ARC DISTANCE OF 88.48 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHERLY; THENCE 19) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 740.61 FEET, A CENTRAL ANGLE/DELTA OF 08°46'58", A CHORD BEARING OF S-87°01'04"-W, A CHORD DISTANCE OF 113.41 FEET, FOR AN ARC LENGTH OF 113.53 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHEASTERLY; THENCE 20) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 432.25 FEET, A CENTRAL ANGLE/DELTA OF 02°17'57", A CHORD BEARING OF S-77°36'22"-W, A CHORD DISTANCE OF 17.34 FEET, FOR AN ARC LENGTH OF 17.35 FEET TO THE POINT OF BEGINNING.



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## EXHIBIT 2 EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT LEGAL DESCRIPTION

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## PARCEL 2

BEGIN AT A 3/4" IRON PIPE WITH NO IDENTIFICATION STANDING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 20, AND RUN THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20 N-00°08'40"-W, 47.41 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF CASS ROAD ACCORDING TO THE MAP BOOK 14, PAGES 78 THROUGH 86 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, AND RUN THENCE ALONG THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID CASS ROAD, THE FOLLOWING ELEVEN (11) COURSES: 1) NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 273.59 FEET, A CENTRAL ANGLE/Delta OF 01°53'52", A CHORD BEARING OF N-34°39'47"-E, A CHORD DISTANCE OF 9.06 FEET, FOR AN ARC LENGTH OF 9.06 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; 2) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 315.08 FEET, A CENTRAL ANGLE/Delta OF 15°39'31", A CHORD BEARING OF N-17°59'31"-E, A CHORD DISTANCE OF 85.84 FEET, FOR AN ARC LENGTH OF 86.11 FEET; THENCE 3) N-05°24'19"-E, 48.20 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 4) N-00°34'59"-E, 261.88 FEET; THENCE 5) N-00°05'56"-E, 200.20 FEET; THENCE 6) N-00°07'04"-W, 200.11 FEET; THENCE 7) N-00°14'03"-W, 300.00 FEET; THENCE 8) N-00°02'58"-E, 83.11 FEET; THENCE 9) S-89°58'04"-W, 0.42 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE 10) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 186.00 FEET, A CENTRAL ANGLE/Delta OF 04°15'37", A CHORD BEARING OF N-19°32'48"-E, A CHORD DISTANCE OF 13.83 FEET, FOR AN ARC LENGTH OF 13.83 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHEASTERLY; THENCE 11) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 116.00 FEET, A CENTRAL ANGLE/Delta OF 49°02'54", A CHORD BEARING OF N-46°12'03"-E, A CHORD DISTANCE OF 96.30 FEET, FOR AN ARC LENGTH OF 99.30 FEET TO A POINT ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF OLD LAKE ALFRED ROAD ACCORDING TO MAP BOOK 2, PAGES 323 THROUGH 327 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794 PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY MAINTAINED RIGHT-OF-WAY OF SAID OLD LAKE ALFRED ROAD THE FOLLOWING TWENTY-SIX (26) COURSES: 1) N-82°42'13"-E, 27.59 FEET; THENCE 2) N-87°08'13"-E, 60.11 FEET; THENCE 3) N-89°59'43"-E, 67.10 FEET; THENCE 4) S-66°15'13"-E, 9.93 FEET; THENCE 5) S-88°48'06"-E, 100.02 FEET; THENCE 6) N-89°56'17"-E, 100.00 FEET; THENCE 7) S-89°36'13"-E, 100.00 FEET; THENCE 8) N-89°28'47"-E, 100.00 FEET; THENCE 9) N-87°28'33"-E, 100.10 FEET; THENCE 10) N-89°52'51"-E, 100.00 FEET; THENCE 11) N-89°28'47"-E, 100.00 FEET; THENCE 12) S-89°08'43"-E, 100.01 FEET; THENCE 13) S-89°56'51"-E, 100.00 FEET; THENCE 14) N-89°32'13"-E, 100.00 FEET; THENCE 15) N-89°52'51"-E, 100.00 FEET; THENCE 16) S-89°56'51"-E, 100.00 FEET; THENCE 17) N-89°59'43"-E, 100.00 FEET; THENCE 18) S-89°39'39"-E, 100.00 FEET; THENCE 19) N-89°35'39"-E, 100.00 FEET; THENCE 20) S-89°53'24"-E, 100.00 FEET; THENCE 21) N-89°52'51"-E, 100.00 FEET; THENCE 22) N-89°49'58"-E, 100.00 FEET; THENCE 23) N-89°49'24"-E, 100.00 FEET; THENCE 24) S-89°43'06"-E, 100.00 FEET; THENCE 25) N-89°11'36"-E, 100.01 FEET; THENCE 26) S-89°19'21"-E, 38.37 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 557, AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 1629-PROJECT 5537, AND AS RECORDED IN OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NUMBER 557 THE FOLLOWING TWO (2) COURSES: 1) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1372.80 FEET, A CENTRAL ANGLE/Delta OF 28°32'52", A CHORD BEARING OF S-14°16'09"-E, A CHORD DISTANCE OF 676.95 FEET, FOR AN ARC LENGTH OF 684.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) S-00°00'16"-W, 662.88 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NUMBER 557, AND CONTINUE ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20 N-89°55'39"-W, 2580.00 FEET TO THE POINT OF BEGINNING.



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**PARCEL 3**

**BEGIN AT A 3/4" IRON PIPE WITH NO IDENTIFICATION STANDING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 30, AND RUN THENCE ALONG THE EAST LINE OF SAID SECTION 30 S-00°08'40"-E, 685.00 FEET; TO A 5/8" IRON ROD AND CAP "LB 5450"; THENCE DEPARTING THE EAST LINE OF SAID SECTION 30, N-89°56'27"-W, 2290.00 FEET TO A 5/8" IRON ROD AND CAP "LB 5450"; THENCE N-00°08'32"-W, 656.90 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF CASS ROAD ACCORDING TO THE MAP BOOK 14, PAGES 78 THROUGH 86 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING FOURTEEN (14) COURSES: 1) S-85°14'01"-E, 18.29 FEET; THENCE 2) S-80°07'51"-E, 39.84 FEET; THENCE 3) S-88°49'36"-E, 64.63 FEET; THENCE 4) S-89°49'48"-E, 270.91 FEET; THENCE 5) S-89°55'08"-E, 232.23 FEET; THENCE 6) N-89°30'50"-E, 249.93 FEET; THENCE 7) S-89°37'59"-E, 217.53 FEET; THENCE 8) S-89°53'42"-E, 234.78 FEET; THENCE 9) S-89°38'32"-E, 297.15 FEET; THENCE 10) S-88°53'35"-E, 172.89 FEET; THENCE 11) S-89°59'22"-E, 232.57 FEET; THENCE 12) S-89°19'57"-E, 95.31 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 13) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 210.45 FEET, A CENTRAL ANGLE/DELTA OF 31°52'07", A CHORD BEARING OF N-73°00'48"-E, A CHORD DISTANCE OF 115.55 FEET, FOR AN ARC LENGTH OF 117.05 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 14) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 273.59 FEET, A CENTRAL ANGLE/DELTA OF 02°55'33", A CHORD BEARING OF N-50°31'27"-E, A CHORD DISTANCE OF 13.97 FEET, FOR AN ARC LENGTH OF 13.97 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 30; THENCE DEPARTING THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID CASS ROAD, AND ALONG THE NORTH LINE OF SAID SECTION 30; S-89°56'27"-E, 43.27 FEET TO THE POINT OF BEGINNING.**

**PARCEL 4**

**BEGIN AT A 1" IRON PIPE WITH NO IDENTIFICATION STANDING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20, AND RUN THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20 N-00°08'40"-W, 945.00 FEET TO THE NORTH LINE OF THE SOUTH 945 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE ALONG THE NORTH LINE OF THE SOUTH 945 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 20 N-89°56'41"-E, 1988.39 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 557 AS SHOWN ON THE STATE OF FLORIDA-STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 1629-PROJECT 5537, AND AS RECORDED IN OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NUMBER 557 THE FOLLOWING SIX (6) COURSES: 1) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1830.57 FEET, A CENTRAL ANGLE/DELTA OF 13°13'14", A CHORD BEARING OF S-08°09'36"-E, A CHORD DISTANCE OF 421.46 FEET, FOR AN ARC LENGTH OF 422.39 FEET TO A 5/8" IRON ROD AND CAP "LB 5450"; THENCE 2) N-88°27'01"-E, 20.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE WESTERLY; THENCE 3) THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 1850.57 FEET, A CENTRAL ANGLE/DELTA OF 01°35'45", A CHORD BEARING OF S-00°45'06"-E, A CHORD DISTANCE OF 51.54 FEET, FOR AN ARC LENGTH OF 51.54 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 4) S-00°02'46"-W, 793.12 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE EASTERLY; THENCE 5) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1492.39 FEET, A CENTRAL ANGLE/DELTA OF 29°30'00", A CHORD BEARING OF S-14°42'14"-E, A CHORD DISTANCE OF 759.93 FEET, FOR AN ARC LENGTH OF 768.39 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 6) S-29°27'14"-E, 56.87 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF OLD LAKE ALFRED ROAD ACCORDING TO MAP BOOK 2, PAGES 323 THROUGH 327 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE DEPARTING THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NUMBER 557, AND ALONG THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD THE FOLLOWING NINE (9) COURSES: 1) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE/DELTA OF 36°52'12", A CHORD BEARING OF S-42°06'40"-W, A CHORD DISTANCE OF 31.62 FEET, FOR AN ARC LENGTH OF 32.18 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) S-60°32'46"-W, 20.14 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" HEREBY DESIGNATED POINT "B" TO BE USED HEREINAFTER, SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE 3) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE/DELTA OF 29°26'57", A CHORD BEARING OF S-75°16'15"-W, A CHORD DISTANCE OF 481.40 FEET, FOR AN ARC LENGTH OF 486.74 FEET TO A 5/8" IRON ROD AND CAP "LB 8126";**



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## EXHIBIT 2

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### COMMUNITY DEVELOPMENT DISTRICT

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THENCE 4) S-89°59'43"-W, 564.31 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 5) N-76°30'31"-W, 51.42 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 6) S-89°59'43"-W, 217.24 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE 7) THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE/Delta OF 66°25'19", A CHORD BEARING OF S-56°47'04"-W, A CHORD DISTANCE OF 21.91 FEET, FOR AN ARC LENGTH OF 23.19 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 8) S-89°59'43"-W, 710.79 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 9) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE/Delta OF 89°53'07", A CHORD BEARING OF N-45°03'43"-W, A CHORD DISTANCE OF 247.24 FEET, FOR AN ARC LENGTH OF 274.54 FEET TO A 5/8" IRON ROD AND CAP STANDING ON THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD; THENCE ALONG THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD THE FOLLOWING TWO (2) COURSES: 1) N-00°07'09"-W, 889.59 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE WESTERLY; THENCE 2) THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE/Delta OF 34°41'22", A CHORD BEARING OF N-17°27'50"-W, A CHORD DISTANCE OF 149.06 FEET, FOR AN ARC LENGTH OF 151.36 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE WEST LINE OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 20; THENCE DEPARTING THE EASTERLY MAINTAINED RIGHT-OF-WAY OF SAID OLD LAKE ALFRED ROAD, AND ALONG THE WEST LINE OF THE NORTH ½ OF THE SOUTHWEST ¼ N-00°08'40"-W, 48.43 FEET TO THE POINT OF BEGINNING.

#### TOGETHER WITH

COMMENCE AT ABOVE DESIGNATED POINT "B", AND RUN THENCE S-29°26'54"-E, 80.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS THE POINT OF BEGINNING, SAID POINT IS ALSO A POINT ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD; THENCE ALONG THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD THE FOLLOWING TWO (2) COURSES: 1) N-60°32'46"-E, 20.15 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE 2) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE/Delta OF 36°52'12", A CHORD BEARING OF N-78°58'52"-E, A CHORD DISTANCE OF 31.62 FEET, FOR AN ARC LENGTH OF 32.18 FEET TO A 5/8" IRON ROD AND CAP STANDING ON THE WESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NUMBER 557; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 557 S-29°27'14"-E, 141.33 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD; THENCE ALONG THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD THE FOLLOWING FIVE (5) COURSES: 1) S-85°30'10"-W, 23.94 FEET; THENCE 2) S-89°49'24"-W, 100.00 FEET; THENCE 3) N-89°46'32"-W, 100.00 FEET; THENCE 4) S-89°49'24"-W, 100.00 FEET; THENCE 5) N-89°39'39"-W, 78.54 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS A POINT ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD, SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1027.00 FEET, A CENTRAL ANGLE/Delta OF 17°02'44", A CHORD BEARING OF N-69°04'08"-E, A CHORD DISTANCE OF 304.41 FEET, FOR AN ARC LENGTH OF 305.53 FEET TO THE POINT OF BEGINNING.



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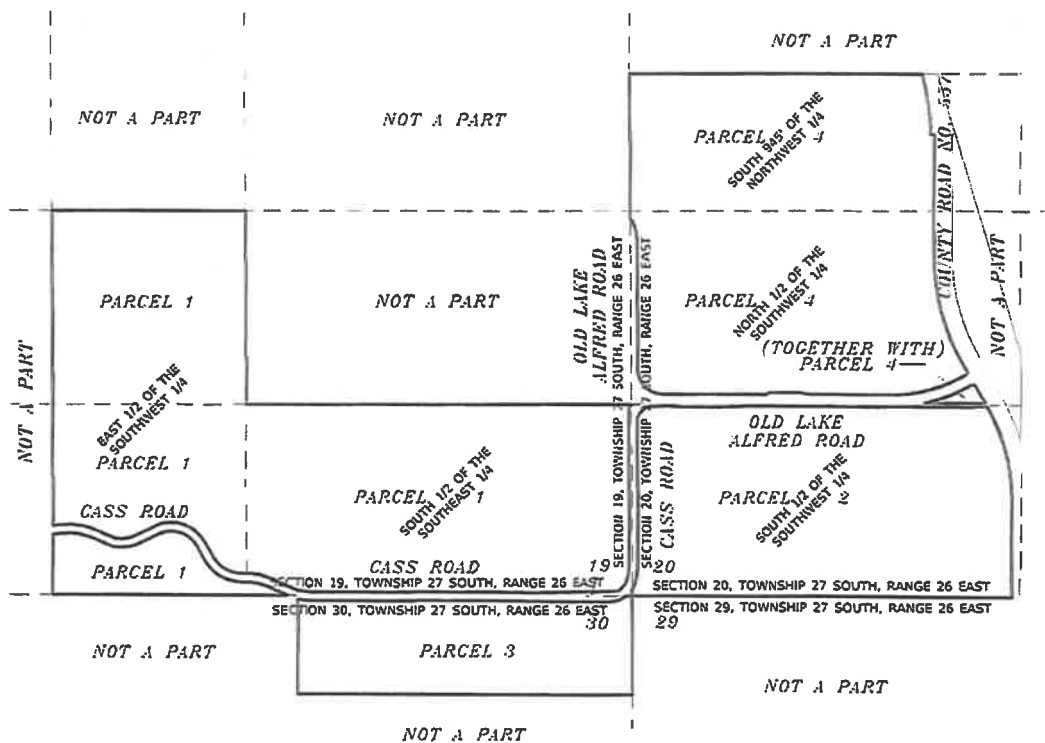
## EXHIBIT 2 EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT LEGAL DESCRIPTION

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500 250 0 500 1000  
Scale: 1" = 1000'



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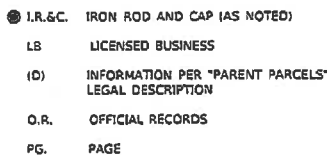
OVERALL C.D.D. ~ KEY MAP  
SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
(NOT A SURVEY)

EXHIBIT 2 CONSISTS OF TWELVE (12) PAGES,  
AND IS NOT COMPLETE WITHOUT ALL PAGES









AND LESS & EXCEPT  
OLD LAKE ALFRED ROAD

—MAINTAINED RIGHT-OF-WAY AS SHOWN IN MAP BOOK 2, PAGES 323-327  
AND C.R. BOOK 7794, PC. 986-1002

SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4  
OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 26 EAST

- MAINTAINED RIGHT-OF-WAY LINE

NOT A PART

19/12/20

PARCEL 3	30	29
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3

LESS & EXCEPT  
CASS ROAD  
MAINTAINED RIGHT-OF-WAY AS SHOWN IN  
MAP 300K 14, PAGES 78-86  
AND O.R. BOOK 7794, PG. 926-1002

PARCEL 2  
SOUTH 1/2 OF THE  
SOUTHWEST 1/4

AND LESS & EXCEPT  
COUNTY ROAD NO. 557

RIGHT-OF-WAY AS SHOWN ON STATE OF FLORIDA  
STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP  
SECTION 1629 PROJECT 5537  
AND O.R. BOOK 7794, PG. 986-1002

1/4" I.R.S.C.  
(LB 3126)

EAST LINE OF THE SOUTHWEST 1/4 OF  
SECTION 20, TOWNSHIP 27 SOUTH, RANGE 26 EAST

1. I.R. & C.  
(LB 8126)

NOT A PART

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	9.06'	273.59'	01° 53' 52"	9.06'	N34° 39' 47"E
C2	86.11'	315.08'	15° 39' 31"	85.84'	N17° 59' 31"E
C3	13.83'	186.00'	04° 15' 37"	13.83'	N19° 32' 48"E
C4	99.30'	116.00'	09° 02' 54"	96.30'	N46° 12' 03"E
C5	684.00'	1372.80'	28° 32' 52"	676.95'	S14° 16' 09"E



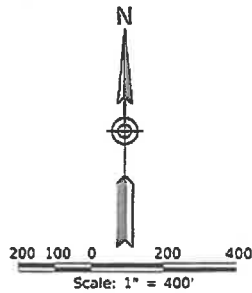
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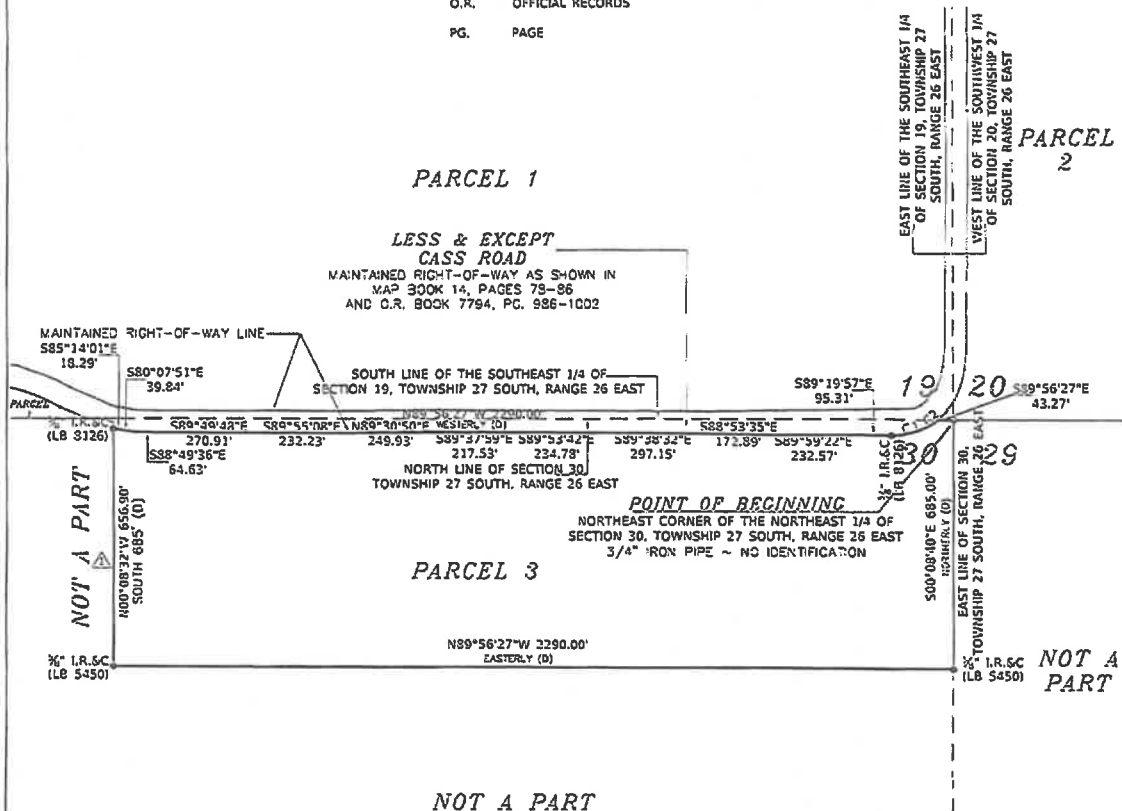
## PARCEL 2

SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
(NOT A SURVEY)

EXHIBIT 2 CONSISTS OF TWELVE (12) PAGES,  
AND IS NOT COMPLETE WITHOUT ALL PAGES



- I.R.&C. IRON ROD AND CAP (AS NOTED)
- LB LICENSED BUSINESS
- (D) INFORMATION PER "PARENT PARCELS" LEGAL DESCRIPTION
- O.R. OFFICIAL RECORDS
- PG. PAGE



Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	117.05'	210.45'	31° 52' 07"	115.55'	N73° 00' 48"E
C2	13.97'	273.59'	02° 55' 33"	13.97'	N50° 31' 27"E



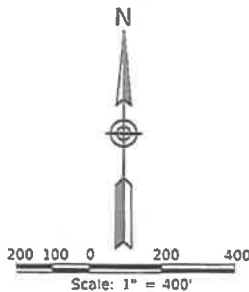
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**EXHIBIT 2**  
**PARCEL 3**  
**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**  
 (NOT A SURVEY)

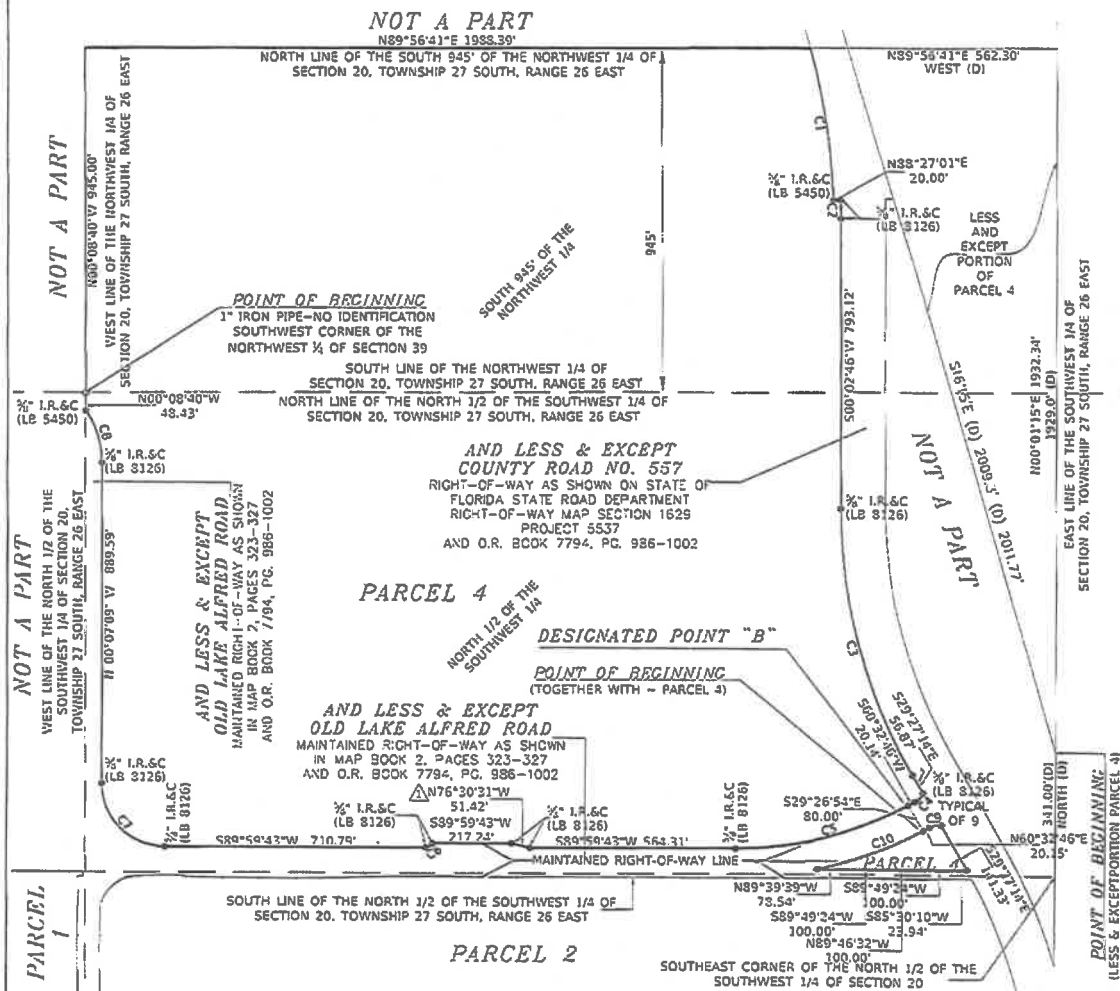
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- I.R.&C. IRON ROD AND CAP (AS NOTED)
- LB LICENSED BUSINESS
- (D) INFORMATION PER "PARENT PARCELS" LEGAL DESCRIPTION
- O.R. OFFICIAL RECORDS
- PG. PAGE



Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	422.39'	1830.57'	13° 13' 14"	421.46'	S08° 09' 36"E
C2	51.54'	1850.57'	01° 35' 45"	51.54'	S00° 45' 06"E
C3	768.39'	1492.39'	29° 30' 00"	759.93'	S14° 42' 14"E
C4	32.18'	50.00'	36° 52' 12"	31.62'	S42° 06' 40"W
C5	486.74'	947.00'	29° 26' 57"	481.40'	S75° 16' 15"W
C6	23.19'	20.00'	66° 25' 19"	21.91'	S56° 47' 04"W
C7	274.54'	175.00'	89° 53' 07"	247.24'	N45° 03' 43"W
C8	151.36'	250.00'	34° 41' 22"	149.06'	N17° 27' 50"W
C9	32.18'	50.00'	36° 52' 12"	31.62'	N78° 58' 52"E
C10	305.53'	1027.00'	17° 02' 44"	304.41'	N69° 04' 08"E



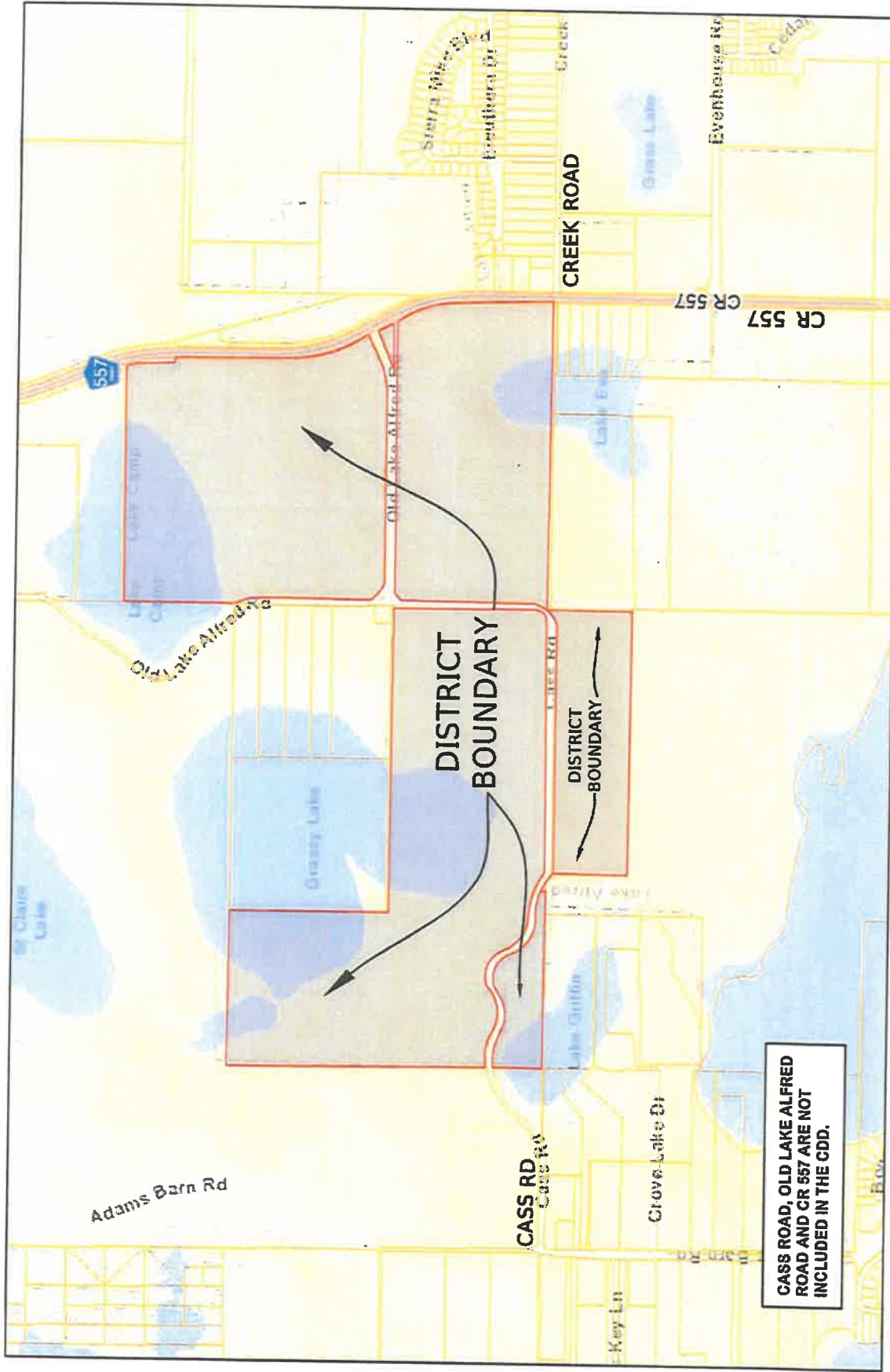
1925 BARTOW ROAD • LAKELAND, FL 33801  
 OFFICE (863) 940-2040 • FAX (863) 940-2044 • CELL (863) 662-0018  
 EMAIL: INFO@WOODCIVIL.COM

**EXHIBIT 2**  
**PARCEL 4**  
**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**  
**(NOT A SURVEY)**

EXHIBIT 2 CONSISTS OF TWELVE (12) PAGES  
 AND IS NOT COMPLETE WITHOUT ALL PAGES

REVISION 1 9/20/19

PAGE 12 OF 12



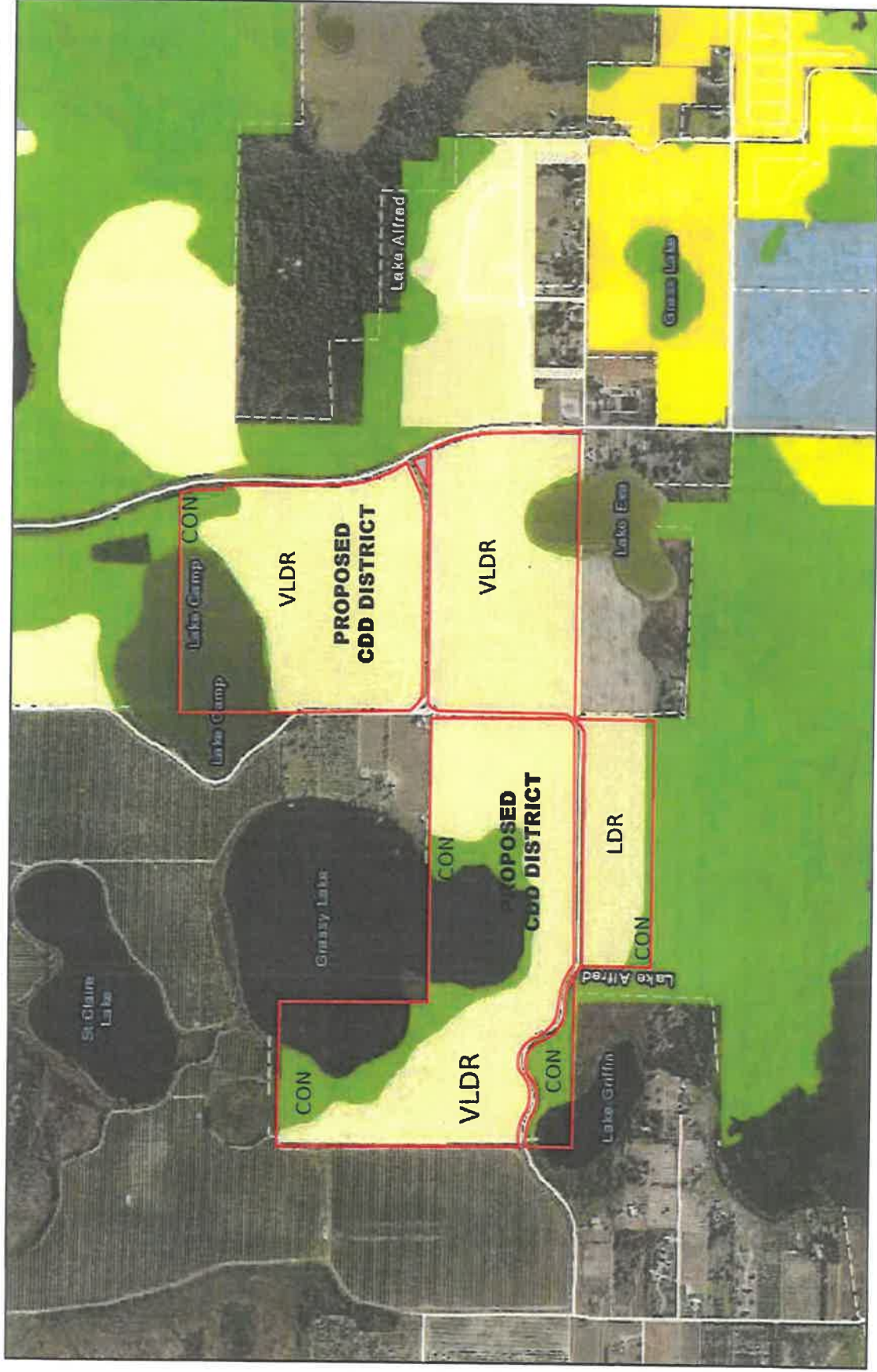
N  
NO  
SCALE

### EXHIBIT 3 EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT DISTRICT BOUNDARY



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EMAIL: INFO@WOODCIVIL.COM





N  
NO  
SCALE

**COMPOSITE EXHIBIT 4**  
**EDEN HILLS CDD**  
**EXISTING FUTURE LAND USE**  
**CITY OF LAKE ALFRED**

- LEGEND**
- CON - CONSERVATION
  - VLDR - VERY LOW DENSITY RESIDENTIAL
  - LDR - LOW DENSITY RESIDENTIAL

**WOOD & ASSOCIATES**  
 Engineering, LLC

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N  
NO  
SCALE

**COMPOSITE EXHIBIT 4**  
**EDEN HILLS CDD**  
**PROPOSED FUTURE LAND USE**  
**CITY OF LAKE ALFRED**

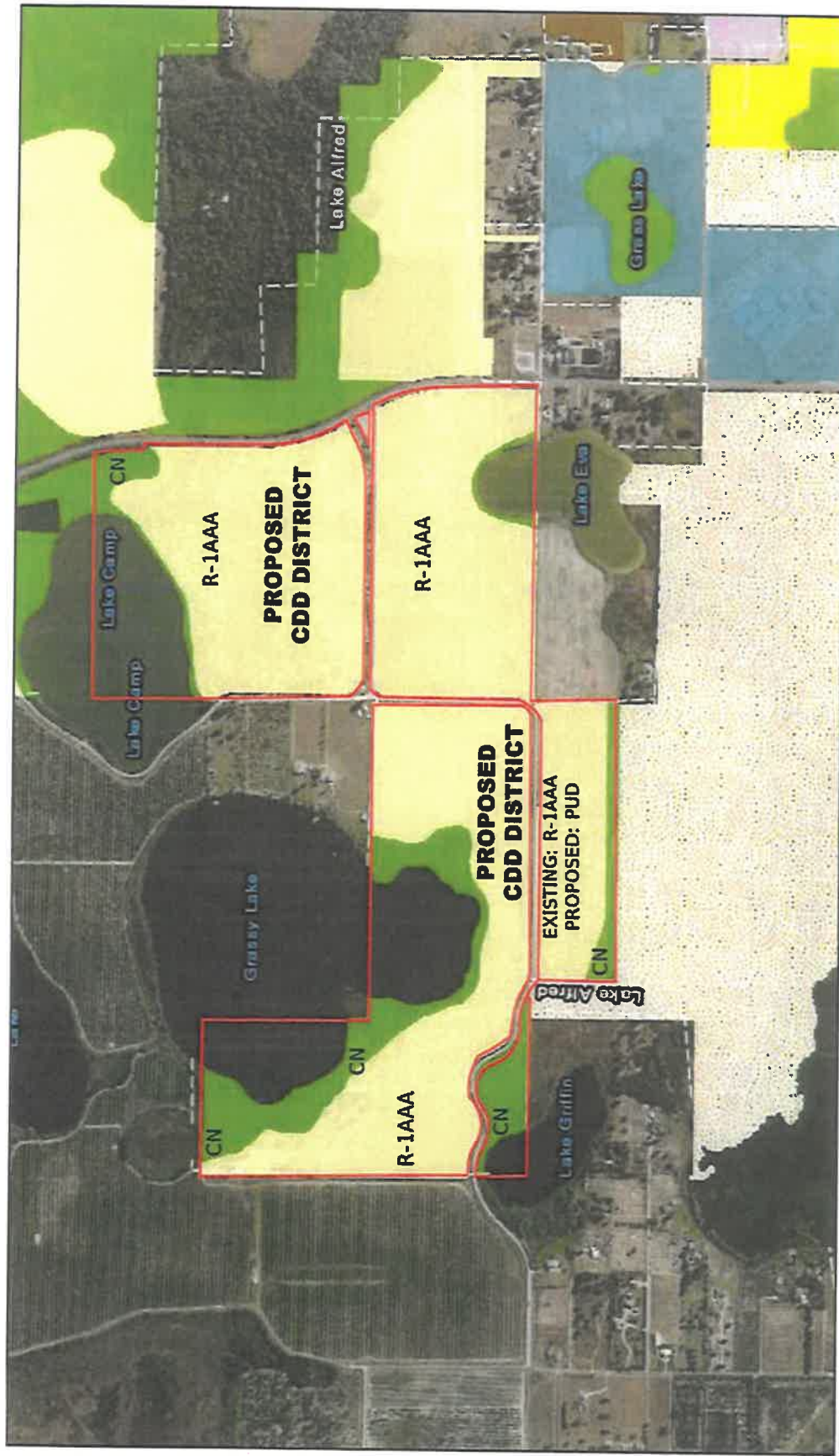
**LEGEND**

- CON - CONSERVATION
- VLDR - VERY LOW DENSITY RESIDENTIAL
- LDR - LOW DENSITY RESIDENTIAL



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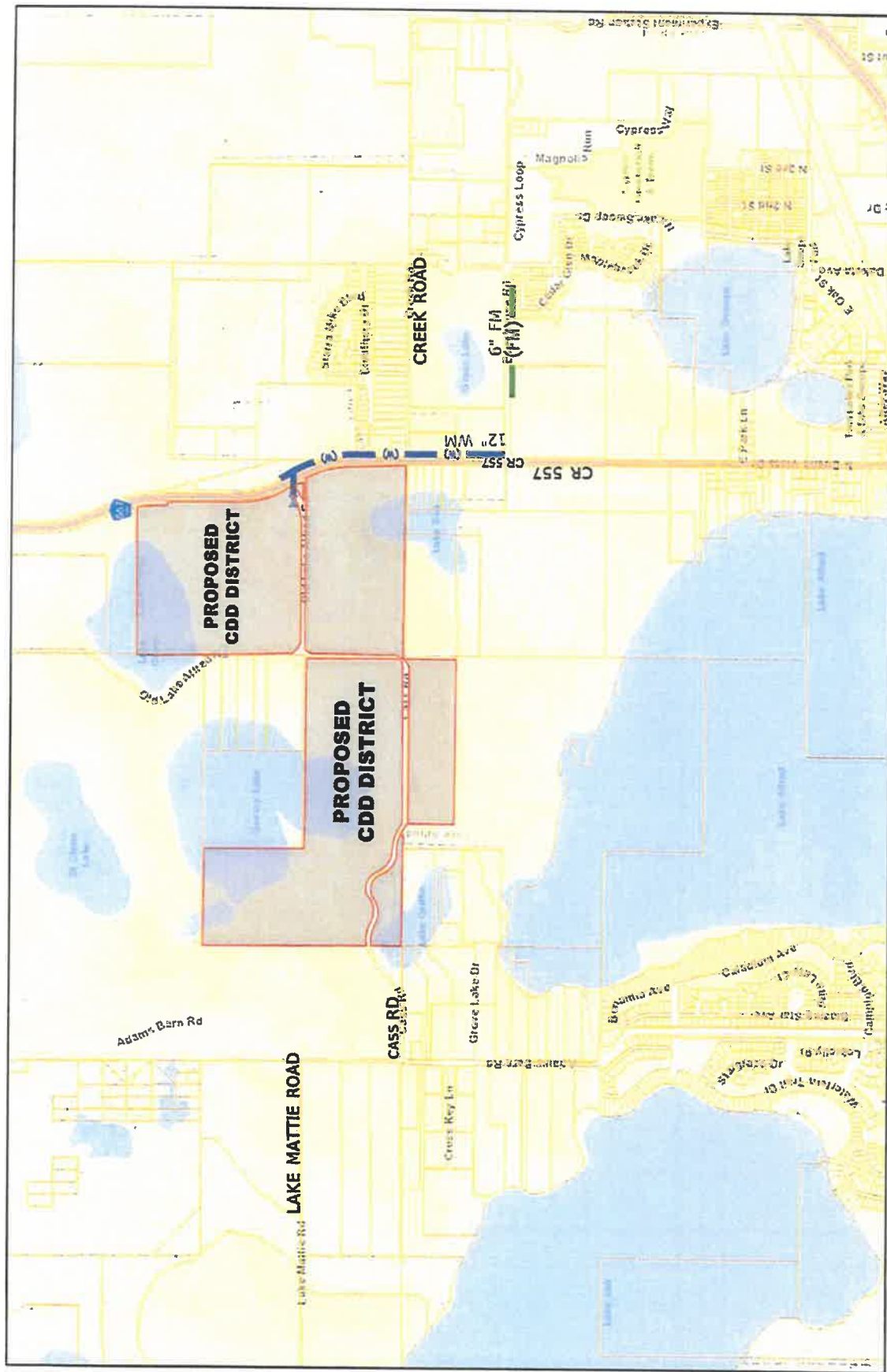


**EXHIBIT 5**  
**EDEN HILLS CDD**  
**ZONING MAP**  
**CITY OF LAKE ALFRED**

- LEGEND**
- CN - CONSERVATION
  - R-1AAA - SINGLE FAMILY DWELLING DISTRICT



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# COMPOSITE EXHIBIT 6 EDEN HILLS CDD WATER & FORCE MAINS

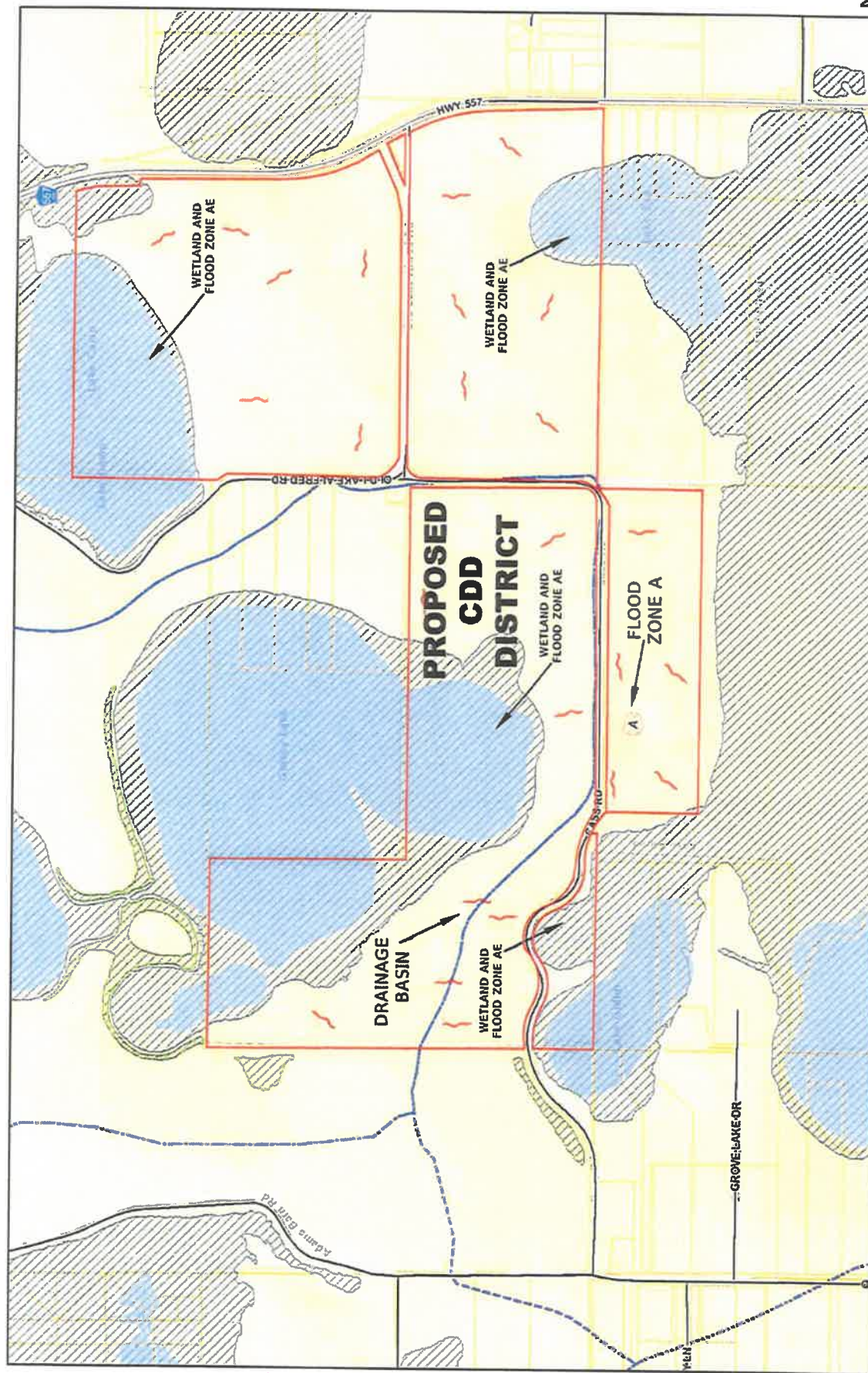
## LEGEND

- (W) — EXISTING 12" WATER MAIN
- (FM) — EXISTING 6" FORCE SEWER MAIN



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# COMPOSITE EXHIBIT 6

## EDEN HILLS CDD

### DRAINAGE MAP

**LEGEND**

— FLOW DIRECTION

--- DRAINAGE BASIN

\*There are no streams, ditches, rivers or manmade outfalls within the district. There are swales along CR 557, Cass Road, and Old Lake Alfred Road.

**WOOD & ASSOCIATES**  
Engineering, LLC

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EMAIL: INFO@WOODCIVIL.COM

NO  
SCALE

**Composite Exhibit 7**  
**Eden Hills**  
**Community Development District**  
**Summary of Probable Cost**

<u>Infrastructure <sup>(1)</sup></u>	<u>Phase 1</u> <u>(142 Lots)</u> <u>2019-2023</u>	<u>Phase 2</u> <u>(242 Lots)</u> <u>2019-2024</u>	<u>Phase 3</u> <u>(189 Lots)</u> <u>2020-2025</u>	<u>Phase 4</u> <u>(166 Lots)</u> <u>2020-2025</u>	<u>Total</u> <u>(739 Lots)</u>
Offsite Improvements to County Road 557 <sup>(5)(6)</sup>	40,000.00	85,000.00	67,000.00	58,000.00	250,000.00
Offsite Roadway Improvements to Old Lake Alfred Road, Cass Road, and Adams Barn Road	48,000.00	102,000.00	80,000.00	70,000.00	300,000.00
Stormwater Management <sup>(2)(3)(5)(6)</sup>	1,300,000.00	2,220,000.00	1,750,000.00	1,520,000.00	6,790,000.00
Utilities (Water, Sewer, & Street Lighting) <sup>(5)(6)(8)</sup>	680,000.00	1,200,000.00	910,000.00	800,000.00	3,590,000.00
Internal Roadways (not referenced above) <sup>(4)(5)(6)(10)</sup>	480,000.00	820,000.00	650,000.00	570,000.00	2,520,000.00
Entry Feature <sup>(6)(7)</sup>	130,000.00	270,000.00	210,000.00	190,000.00	800,000.00
Parks and Recreational Facilities <sup>(6)</sup>	190,000.00	410,000.00	320,000.00	280,000.00	1,200,000.00
Contingency	250,000.00	545,000.00	420,000.00	285,000.00	1,500,000.00
<b>TOTAL</b>	<b>\$3,118,000.00</b>	<b>\$5,652,000.00</b>	<b>\$ 4,407,000.00</b>	<b>\$3,773,000.00</b>	<b>\$16,950,000.00</b>

**Notes:**

1. Infrastructure consists of public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction in conjunction with home construction, which will be provided by home builder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2018 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with TECO for the street light poles and lighting service. Only undergrounding of wire in public right-of-way on District Land is included.
9. Estimates based on Master Infrastructure to support development of 739 lots.
10. Internal sidewalks shall be constructed along common areas only.

**Composite Exhibit 8  
Eden Hills  
Community Development District  
Summary of Proposed District Facilities**

<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing*</u>	<u>Operation and Maintenance</u>
Offsite Improvements to CR 557	District	Polk County	District Bonds	Polk County
Offsite Roadway Improvements to Old Lake Alfred Road, Cass Road, and Adams Barn Road	District	Polk County	District Bonds	Polk County
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	City of Lake Alfred**	District Bonds	City of Lake Alfred
Street Lighting/Conduit	District	District****	District Bonds	District
Internal Roadways (not referenced above) ***	District	City of Lake Alfred	District Bonds	City of Lake Alfred
Entry Features & Signage	District	District	District Bonds	District
Parks and Recreational Facilities	District	District	District Bonds	District

\*Costs not funded by bonds will be funded by the developer.

\*\* Utilities and internal roadways constructed by the District and conveyed to the City of Lake Alfred will be constructed to City standards.

\*\*\* Internal roadways will be public and non-gated.

\*\*\*\*Street Lighting/conduit shall be owned and maintained by the District or the District shall enter into a lease agreement with TECO.

## SECTION B

**MASTER  
ASSESSMENT METHODOLOGY  
  
FOR  
  
EDEN HILLS  
COMMUNITY DEVELOPMENT DISTRICT**

**Date: November 1, 2019**

**Prepared by**

**Governmental Management Services - Central Florida, LLC  
135 W. Central Blvd, Suite 320  
Orlando, FL 32801**

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GMS-CF, LLC does not represent the Eden Hills Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Eden Hills Community Development District with financial advisory services or offer investment advice in any form.

## **1.0 Introduction**

The Eden Hills Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District anticipates the issuance at this time of not to exceed \$22,000,000 of tax exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements (“Capital Improvement Plan”) within the District more specifically described in the Engineer’s Report dated October 24, 2019 prepared by Wood & Associates Engineering LLC , as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of all or a portion of the Capital Improvements or Capital Improvement Plan (“Capital Improvements”) that benefit property owners within the District.

### **1.1 Purpose**

This Master Assessment Methodology (the “Assessment Report”) provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the Capital Improvements. This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Capital Improvements. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments (“Special Assessments”) on the benefited lands within the District based on this Assessment Report. It is anticipated that all of the proposed Special Assessments will be collected through the Uniform Method of Collection described in Section 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

### **1.2 Background**

The District currently includes approximately 370.91 acres in the City of Lake Alfred within Polk County, Florida. The development program for the District currently envisions approximately 739 residential units. The proposed development program is depicted in Table 1. It is recognized that such development plan may change, and this Assessment Report will be modified or supplemented accordingly.

The Capital Improvements contemplated by the District in the Capital Improvement Plan will provide facilities that benefit certain property within the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the Capital Improvements.
2. The District Engineer determines the assessable acres that benefit from the District's Capital Improvements.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the Capital Improvements.
4. This amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number and type of platted units.

### **1.3 Special Benefits and General Benefits**

Capital Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within the District. The implementation of the Capital Improvement Plan enables properties within the boundaries of the District to be developed. Without the District's Capital Improvement Plan, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

The general public and property owners outside of the District may benefit from the provision of the Capital Improvements. However, any such benefit will be incidental for the purpose of the Capital Improvement Plan, which is designed solely to meet the needs of property within the District. Properties outside of the District boundaries do not depend upon the District's Capital Improvements. The property owners within the District are therefore receiving special benefits not received by the general public and those outside the District's boundaries.

### **1.4 Requirements of a Valid Assessment Methodology**

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the Capital Improvements being paid for.



- 2) The assessments must be fairly and reasonably allocated or apportioned to the properties being assessed based on the special benefit such properties receive.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

## **1.5 Special Benefits Will Equal or Exceed the Costs Allocated**

The special benefits provided to the property within the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Capital Improvement Plan that is necessary to support full development of property within the District will cost approximately \$16,950,000. The District's Underwriter projects that financing costs required to fund the Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be approximately \$22,000,000. Without the Capital Improvement Plan, the property within the District would not be able to be developed and occupied by future residents of the community.

## **2.0 Assessment Methodology**

### **2.1 Overview**

The District anticipates issuing approximately \$22,000,000 in Bonds in one or more series to fund the District's entire Capital Improvement Plan, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$22,000,000 in debt to the properties within the District benefiting from the Capital Improvement Plan. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses and lot sizes in the development as identified by the Developer within the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Capital Improvements needed to support the development; these construction costs are outlined in Table 2. The Capital Improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$16,950,000. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for the Capital Improvements and related costs was determined by the District's Underwriter to total approximately \$22,000,000. Table 3 shows the breakdown of the Bond sizing.

## **2.2 Allocation of Debt**

Allocation of debt is a continuous process until the development plan for the District is completed. Until the platting process occurs, the Capital Improvements funded by District Bonds benefits all acres within the District.

The initial assessments will be levied on an equal basis to all gross acreage within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the District are benefiting from the Capital Improvements.

Once platting or the recording of a declaration of condominium of any portion of the District into individual lots or units ("Assigned Properties") has begun, the Special Assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the assigned properties within the District, which are the beneficiaries of the Capital Improvement Plan, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

## **2.3 Allocation of Benefit**

The Capital Improvement Plan consists of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features and professional fees along with related incidental costs. There are three product types within the planned development. The single-family home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the particular product type. It is important to note that the benefit derived from the Capital Improvements on a particular unit will exceed the cost that the unit will be paying for such benefits.

## **2.4 Lienability Test: Special and Peculiar Benefit to the Property**

Construction and/or acquisition by the District of its proposed Capital Improvements will provide several types of systems, facilities and services for its residents. These include offsite improvements, stormwater management facilities, utility facilities,

roadways, entry features, and park and amenity features. The benefit from the Capital Improvements accrue in differing amounts and are somewhat dependent on the product type receiving the special benefits peculiar to that property type, which flow from the logical relationship of the Capital Improvements to the assigned properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the Capital Improvements actually provided.

For the provision of the Capital Improvement Plan, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual Special Assessment levied for the Capital Improvement as allocated.

## **2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments**

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Capital Improvement Plan is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). This is also shown on Table 7 depicting Allocation of Par Debt per Product Type.

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of Capital Improvement Plan have been apportioned to the property within the District according to reasonable estimates of the special and peculiar benefits provided consistent with the product type of assignable properties.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any Special Assessment more than the determined special benefit particular to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit

debt allocation assuming all anticipated assigned properties are built and sold as planned, and the entire proposed Capital Improvement Plan is constructed.

### **3.0 True Up Mechanism**

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is approved, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein ("Assigned Property"). In addition, the District must also prevent any buildup of debt on property or land that could be fully conveyed and/or platted without all of the debt being allocated ("Unassigned Property"). To preclude this, when platting for 25%, 50%, 75% and 100% of the units planned for platting has occurred within the District, the District will determine the amount of anticipated Bond Special Assessment revenue that remains on the Unassigned Properties, taking into account the full development plan of the District. If the total anticipated Bond Special Assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding Bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

If a true-up payment is made less than 45 days prior to an interest payment date, the amount of accrued interest will be calculated to the next succeeding interest payment date.

### **4.0 Assessment Roll**

The District will initially distribute the Special Assessments across the property within the District boundaries on a gross acreage basis. As Assigned Properties become known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan or product type changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are not finalized with certainty on any acre of land in the District prior to the time final Assigned Properties become known. The preliminary assessment roll is attached as Table 7.

TABLE 1  
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT  
DEVELOPMENT PROGRAM  
MASTER ASSESSMENT METHODOLOGY

Land Use	Total Assessable Units	ERUs per Unit (1)	Total ERUs
Single Family	739	1.00	739
Total Units	739		739

(1) Benefit is allocated on an ERU basis; based on density of planned development, with Single Family = 1 ERU

\* Unit mix is subject to change based on marketing and other factors

**TABLE 2**  
**EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT**  
**CAPITAL IMPROVEMENT PLAN COST ESTIMATES**  
**MASTER ASSESSMENT METHODOLOGY**

Capital Improvement Plan ("CIP") (1)	Cost Estimate
Offsite Improvements - CR 557	\$250,000
Offsite Improvements - Old Lake Alfred Rd, Cass Rd, Adams Barn Rd	\$300,000
Stormwater Management	\$6,790,000
Utilities (Water, Sewer, & Street Lighting)	\$3,590,000
Roadway	\$2,520,000
Entry Feature	\$800,000
Parks and Amenities	\$1,200,000
Contingencies	\$1,500,000
	<b>\$16,950,000</b>

(1) A detailed description of these improvements is provided in the Engineer's Report dated October 24, 2019.

Prepared by: Governmental Management Services - Central Florida, LLC

<p><b>TABLE 3</b></p> <p><b>EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT</b></p> <p><b>BOND SIZING</b></p> <p><b>MASTER ASSESSMENT METHODOLOGY</b></p>
---

Description	Total
Construction Funds	\$ 16,950,000
Debt Service Reserve	\$ 1,598,276
Capitalized Interest	\$ 2,640,000
Underwriters Discount	\$ 440,000
Cost of Issuance	\$ 220,000
Contingency	\$ 151,724
<b>Par Amount*</b>	<b>\$ 22,000,000</b>

Bond Assumptions:	
Interest Rate	6.00%
Amortization	30 years
Capitalized Interest	24 months
Debt Service Reserve	Max Annual
Underwriters Discount	2%

\* Par amount is subject to change based on the actual terms at the sale of the bonds

TABLE 4  
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT  
ALLOCATION OF IMPROVEMENT COSTS  
MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total		Total Improvements	Improvement Costs
				ERUs	Costs Per Product Type		Per Unit
Single Family	739	1	739	100.00%	\$	16,950,000	\$22,936
Totals	739		739	100.00%	\$	16,950,000	

\* Unit mix is subject to change based on marketing and other factors



TABLE 5  
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT  
ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE  
MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	Total Improvements		Allocation of Par		Par Debt Per Unit
		Costs Per Product	Type	Debt Per Product	Type	
Single Family	739	\$	16,950,000	\$	22,000,000	\$29,770
Totals	739	\$	16,950,000	\$	22,000,000	

\* Unit mix is subject to change based on marketing and other factors

TABLE 6  
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT  
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE  
MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Single Family	739	\$ 22,000,000	\$29,770	\$ 1,598,276	\$ 2,163	\$ 2,326
Totals	739	\$ 22,000,000		\$ 1,598,276		

(1) This amount includes collection fees and early payment discounts when collected on the Polk County Tax Bill

\* Unit mix is subject to change based on marketing and other factors

**TABLE 7**  
**EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT**  
**PRELIMINARY ASSESSMENT ROLL**  
**MASTER ASSESSMENT METHODOLOGY**

Owner	Property ID #'s*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Jack M. Berry Inc.	262719-000000-024010	9.80	\$59,503	\$ 583,128	\$ 42,364	\$ 45,552
Jack M. Berry Inc.	262719-000000-022010	145.55	\$59,503	\$ 8,660,644	\$ 629,186	\$ 676,544
Jack M. Berry Inc.	262730-000000-011010	33.85	\$59,503	\$ 2,014,173	\$ 146,327	\$ 157,341
Jack M. Berry Inc.	262720-000000-042010	40.89	\$59,503	\$ 2,433,073	\$ 176,760	\$ 190,065
Jack M. Berry Inc.	262720-000000-032010	37.90	\$59,503	\$ 2,255,159	\$ 163,835	\$ 176,167
Lucerne Park Investment, LLC	262720-000000-042030	12.35	\$59,503	\$ 734,861	\$ 53,387	\$ 57,405
Lucerne Park Investment, LLC	262720-000000-044010	22.67	\$59,503	\$ 1,348,930	\$ 97,998	\$ 105,375
Lucerne Park Investment, LLC	262720-000000-032040	66.72	\$59,503	\$ 3,970,032	\$ 288,419	\$ 310,127
Totals		369.73		\$ 22,000,000	\$ 1,598,276	\$ 1,718,576

(1) This amount includes 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Projected Bond Rate (%)	6.00%
Maximum Annual Debt Service	\$1,598,276

\* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

## EDEN HILLS CDD LEGAL DESCRIPTION

### PARCEL 1

THE S-1/2 OF SE-1/4 AND E-1/2 OF SW-1/4 OF SECTION 19, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY OF CASS ROAD.

### PARCEL 2

THE S 1/2 OF THE SW 1/4 OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 26 EAST, LESS AND EXCEPT ALL ROADWAYS AND EASEMENTS OF RECORD OR IN USE, LYING AND BEING IN POLK COUNTY, FLORIDA.

### PARCEL 3

COMMENCING AT THE SECTION POST AT THE NORTHEAST CORNER OF THE NE 1/4 OF SECTION 30, TOWNSHIP 27 SOUTH, RANGE 26 EAST, RUNNING THENCE IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF SAID SECTION 2290 FEET; THENCE SOUTH 685 FEET; THENCE IN AN EASTERLY DIRECTION PARALLEL TO THE NORTH LINE OF SAID SECTION TO THE EAST LINE OF SAID SECTION AND THENCE IN A NORTHERLY DIRECTION TO THE PLACE OF BEGINNING, LESS ROAD RIGHT OF WAY OF CASS ROAD.

### PARCEL 4

THE SOUTH 945 FEET OF THE NW 1/4 AND THE N 1/2 OF THE SW 1/4 OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 26 EAST, LESS AND EXCEPT A PARCEL OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 341 FEET NORTH OF THE SOUTHEAST CORNER OF THE N 1/2 OF THE SW 1/4; RUN THENCE NORTH ALONG THE HALF SECTION LINE A DISTANCE OF 1929 FEET TO THE NORTH BOUNDARY OF THE ABOVE DESCRIBED PROPERTY, RUN THENCE WEST A DISTANCE OF 562.3 FEET, RUN THENCE SOUTH 16°15' EAST A DISTANCE OF 2009.3 FEET TO THE POINT OF BEGINNING.

LESS & EXCEPT THE FOLLOWING DESCRIBED PARCELS:

THAT PORTION OF CASS ROAD MAINTAINED RIGHT-OF-WAY AS SHOWN IN MAP BOOK 14, PAGES 78 THROUGH 86, AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, IN SECTIONS 19, 20, AND 30 TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

AND LESS & EXCEPT

THAT PORTION OF OLD LAKE ALFRED ROAD AS RECORDED IN MAP BOOK 2, PAGES 323 THROUGH 327, AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, IN SECTION 20, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

AND LESS & EXCEPT

RIGHT-OF-WAY PARCELS FOR COUNTY ROAD 557 AS SHOWN ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 1629 PROJECT 5537, AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.



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THOSE PARTS MORE PARTICULARLY DESCRIBED AS:

PARCEL 1

BEGIN AT A 5/8" IRON ROD AND CAP "LB 5450" STANDING AT THE NORTHWEST CORNER OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF ABOVE SAID SECTION 19, AND RUN THENCE ALONG THE NORTH LINE OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19 N-89°59'47"-E, 1321.68 FEET TO THE NORTHEAST CORNER OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE ALONG THE EAST LINE OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19 S-00°08'25"-E, 1323.96 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE ALONG THE NORTH LINE OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19 S-89°58'20"-E, 2637.88 FEET TO A 5/8" IRON ROD AND CAP "LB 5450" STANDING ON THE WESTERLY MAINTAINED RIGHT-OF-WAY LINE OF CASS ROAD ACCORDING TO MAP BOOK 14, PAGES 78 THROUGH 86 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWELVE (12) COURSES: 1) S-02°15'09"-W, 13.10 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) N-89°57'27"-W, 12.08 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 3) S-00°01'04"-E, 81.82 FEET; THENCE 4) N-87°37'47"-W, 0.97 FEET; THENCE 5) S-00°02'58"-W, 83.99 FEET; THENCE 6) S-00°14'03"-E, 282.24 FEET; THENCE 7) S-00°01'04"-E, 418.62 FEET; THENCE 8) S-00°34'59"-W, 258.08 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 9) S-05°24'19"-W, 43.23 FEET TO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE 10) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 245.83 FEET, A CENTRAL ANGLE/Delta OF 14°54'25", A CHORD BEARING OF S-18°09'26"-W, A CHORD DISTANCE OF 64.04 FEET, FOR AN ARC LENGTH OF 64.22 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 11) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 213.59 FEET, A CENTRAL ANGLE/Delta OF 16°06'05", A CHORD BEARING OF S-43°12'17"-W, A CHORD DISTANCE OF 59.83 FEET, FOR AN ARC LENGTH OF 60.02 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 12) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 150.45 FEET, A CENTRAL ANGLE/Delta OF 07°22'46", A CHORD BEARING OF S-61°45'48"-W, A CHORD DISTANCE OF 19.36 FEET, FOR AN ARC LENGTH OF 19.38 FEET TO A 5/8" IRON ROD AND CAP STANDING ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID CASS ROAD; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING FORTY (40) COURSES: 1) S-88°38'37"-W, 153.54 FEET; THENCE 2) S-89°10'37"-W, 216.44 FEET; THENCE 3) S-89°17'23"-W, 188.18 FEET; THENCE 4) N-89°38'32"-W, 298.21 FEET; THENCE 5) N-89°58'42"-W, 234.77 FEET; THENCE 6) N-89°37'59"-W, 217.84 FEET; THENCE 7) S-89°30'50"-W, 250.08 FEET; THENCE 8) N-89°55'08"-W, 231.89 FEET; THENCE 9) N-89°49'48"-W, 270.34 FEET; THENCE 10) N-88°49'36"-W, 59.54 FEET; THENCE 11) N-80°07'52"-W, 37.96 FEET; THENCE 12) N-85°14'01"-W, 17.09 FEET; THENCE 13) N-70°59'02"-W, 18.15 FEET; THENCE 14) N-65°55'57"-W, 21.10 FEET; THENCE 15) N-67°05'59"-W, 98.72 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 16) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 523.28 FEET, A CENTRAL ANGLE/Delta OF 13°50'09", A CHORD BEARING OF N-67°01'16"-W, A CHORD DISTANCE OF 126.06 FEET, FOR AN ARC LENGTH OF 126.36 FEET; THENCE 17) N-68°58'37"-W, 34.06 FEET; THENCE 18) S-89°31'05"-W, 19.75 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE 19) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 523.28 FEET, A CENTRAL ANGLE/Delta OF 03°49'37", A CHORD BEARING OF N-81°39'02"-W, A CHORD DISTANCE OF 34.94 FEET, FOR AN ARC LENGTH OF 34.95 FEET; THENCE 20) S-89°14'01"-W, 66.62 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 21) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 260.64 FEET, A CENTRAL ANGLE/Delta OF 26°43'30", A CHORD BEARING OF N-74°29'03"-W, A CHORD DISTANCE OF 120.47 FEET, FOR AN ARC LENGTH OF 121.57 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 22) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 242.45 FEET, A CENTRAL ANGLE/Delta OF 34°55'23", A CHORD BEARING OF N-40°04'24"-W, A CHORD DISTANCE OF 145.50 FEET, FOR AN ARC LENGTH OF 147.78 FEET; THENCE 23) N-27°57'49"-W, 90.06 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 24) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 259.87 FEET, A CENTRAL ANGLE/Delta OF 47°51'20", A CHORD BEARING OF N-54°10'27"-W, A CHORD DISTANCE OF 210.80 FEET, FOR AN ARC LENGTH OF 217.05 FEET; THENCE 25) N-65°06'24"-W, 17.01 FEET; THENCE 26) S-89°09'06"-W, 24.96 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE 27) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 241.94 FEET, A CENTRAL ANGLE/Delta OF 13°31'58", A CHORD BEARING OF S-89°09'06"-W, A CHORD DISTANCE OF 57.01 FEET, FOR AN ARC LENGTH OF 57.14 FEET; THENCE 28) S-89°09'06"-W, 20.44 FEET; THENCE 29) S-75°16'11"-W, 14.14 FEET; THENCE 30) S-59°52'40"-W, 13.79 FEET TO A POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE 31) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 241.94 FEET, A CENTRAL ANGLE/Delta OF 05°46'25", A CHORD BEARING OF S-68°16'47"-W, A CHORD DISTANCE OF 24.37 FEET, FOR AN ARC LENGTH OF 24.38 FEET; THENCE 32) S-63°03'02"-W, 85.21 FEET; THENCE 33) S-64°14'52"-W, 92.99 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 34) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 257.71 FEET, A CENTRAL ANGLE/Delta OF 26°37'29", A CHORD BEARING OF S-86°10'03"-W, A CHORD DISTANCE OF 118.68 FEET, FOR AN



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**EXHIBIT 2**  
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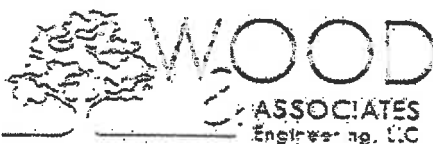
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ARC LENGTH OF 119.75 FEET; THENCE 35) N-67°10'39"-W, 37.65 FEET; THENCE 36) N-66°54'31"-W, 65.68 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 37) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 475.61 FEET, A CENTRAL ANGLE/DELTA OF 12°03'04", A CHORD BEARING OF N-68°55'28"-W, A CHORD DISTANCE OF 99.85 FEET, FOR AN ARC LENGTH OF 100.04 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHWESTERLY; THENCE 38) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 415.63 FEET, A CENTRAL ANGLE/DELTA OF 14°11'59", A CHORD BEARING OF N-79°41'42"-W, A CHORD DISTANCE OF 102.74 FEET, FOR AN ARC LENGTH OF 103.01 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHERLY; THENCE 39) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 800.61 FEET, A CENTRAL ANGLE/DELTA OF 08°59'50", A CHORD BEARING OF S-86°58'55"-W, A CHORD DISTANCE OF 125.59 FEET, FOR AN ARC LENGTH OF 125.72 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHEASTERLY; THENCE 40) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 492.25 FEET, A CENTRAL ANGLE/DELTA OF 00°52'46", A CHORD BEARING OF S-78°33'19"-W, A CHORD DISTANCE OF 7.55 FEET, FOR AN ARC LENGTH OF 7.55 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19, SAID POINT IS HEREBY DESIGNATED POINT "A" TO BE USED HEREIN AFTER; THENCE DEPARTING SAID NORTHERLY MAINTAINED RIGHT-OF-WAY, AND CONTINUING ALONG THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19, N-00°08'18"-W, 2166.25 FEET TO THE POINT OF BEGINNING.

**TOGETHER WITH**

COMMENCE AT ABOVE DESIGNATED POINT "A", AND RUN THENCE ALONG THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 S-00°08'18"-E, 61.47 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19, AND CONTINUING S-00°08'18"-E, 418.74 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 19; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 19 S-89°56'27"-E, 1602.13 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF CASS ROAD ACCORDING TO MAP BOOK 14, PAGES 78 THROUGH 86 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 19, AND ALONG SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWENTY (20) COURSES: 1) N-67°05'59"-W, 78.19 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 2) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 463.28 FEET, A CENTRAL ANGLE/DELTA OF 23°26'52", A CHORD BEARING OF N-71°23'14"-W, A CHORD DISTANCE OF 188.27 FEET, FOR AN ARC LENGTH OF 189.59 FEET; THENCE 3) S-89°14'01"-W, 64.18 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 4) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 820.64 FEET, A CENTRAL ANGLE/DELTA OF 27°20'48", A CHORD BEARING OF N-74°27'38"-W, A CHORD DISTANCE OF 151.59 FEET, FOR AN ARC LENGTH OF 153.04 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHEASTERLY; THENCE 5) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 302.45 FEET, A CENTRAL ANGLE/DELTA OF 34°43'11", A CHORD BEARING OF N-40°31'56"-W, A CHORD DISTANCE OF 180.48 FEET, FOR AN ARC LENGTH OF 183.27 FEET; THENCE 6) N-27°57'49"-W, 86.13 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 7) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 199.87 FEET, A CENTRAL ANGLE/DELTA OF 51°07'56", A CHORD BEARING OF N-56°07'58"-W, A CHORD DISTANCE OF 172.51 FEET, FOR AN ARC LENGTH OF 178.37 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHERLY; THENCE 8) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 181.94 FEET, A CENTRAL ANGLE/DELTA OF 37°08'54", A CHORD BEARING OF S-84°19'33"-W, A CHORD DISTANCE OF 115.91 FEET, FOR AN ARC LENGTH OF 117.96 FEET; THENCE 9) S-63°03'02"-W, 84.53 FEET; THENCE 10) S-64°14'52"-W, 97.90 FEET; THENCE 11) S-72°58'21"-W, 10.80 FEET; THENCE 12) S-58°07'54"-W, 3.99 FEET; THENCE 13) S-86°02'26"-W, 5.89 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 14) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 317.71 FEET, A CENTRAL ANGLE/DELTA OF 25°07'59", A CHORD BEARING OF S-88°14'39"-W, A CHORD DISTANCE OF 138.25 FEET, FOR AN ARC LENGTH OF 139.37 FEET; THENCE 15) N-67°10'39"-W, 44.44 FEET; THENCE 16) N-66°54'31"-W, 67.99 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 17) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 415.61 FEET, A CENTRAL ANGLE/DELTA OF 12°30'07", A CHORD BEARING OF N-68°52'12"-W, A CHORD DISTANCE OF 90.51 FEET, FOR AN ARC LENGTH OF 90.69 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHWESTERLY; THENCE 18) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 355.63 FEET, A CENTRAL ANGLE/DELTA OF 14°15'17", A CHORD BEARING OF N-79°31'29"-W, A CHORD DISTANCE OF 88.25 FEET, FOR AN ARC DISTANCE OF 88.48 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHERLY; THENCE 19) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 740.61 FEET, A CENTRAL ANGLE/DELTA OF 08°46'58", A CHORD BEARING OF S-87°01'04"-W, A CHORD DISTANCE OF 113.41 FEET, FOR AN ARC LENGTH OF 113.53 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHEASTERLY; THENCE 20) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 432.25 FEET, A CENTRAL ANGLE/DELTA OF 02°17'57", A CHORD BEARING OF S-77°36'22"-W, A CHORD DISTANCE OF 17.34 FEET, FOR AN ARC LENGTH OF 17.35 FEET TO THE POINT OF BEGINNING.



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**EXHIBIT 2**  
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**PARCEL 2**

BEGIN AT A 3/4" IRON PIPE WITH NO IDENTIFICATION STANDING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 20, AND RUN THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20 N-00°08'40"-W, 47.41 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF CASS ROAD ACCORDING TO THE MAP BOOK 14, PAGES 78 THROUGH 86 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, AND RUN THENCE ALONG THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID CASS ROAD, THE FOLLOWING ELEVEN (11) COURSES: 1) NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 273.59 FEET, A CENTRAL ANGLE/DELTA OF 01°53'52", A CHORD BEARING OF N-34°39'47"-E, A CHORD DISTANCE OF 9.06 FEET, FOR AN ARC LENGTH OF 9.06 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; 2) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 315.08 FEET, A CENTRAL ANGLE/DELTA OF 15°39'31", A CHORD BEARING OF N-17°59'31"-E, A CHORD DISTANCE OF 85.84 FEET, FOR AN ARC LENGTH OF 85.11 FEET; THENCE 3) N-05°24'19"-E, 48.20 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 4) N-00°34'59"-E, 261.88 FEET; THENCE 5) N-00°05'56"-E, 200.20 FEET; THENCE 6) N-00°07'04"-W, 200.11 FEET; THENCE 7) N-00°14'03"-W, 300.00 FEET; THENCE 8) N-00°02'58"-E, 83.11 FEET; THENCE 9) S-89°58'04"-W, 0.42 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE 10) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 186.00 FEET, A CENTRAL ANGLE/DELTA OF 04°15'37", A CHORD BEARING OF N-19°32'48"-E, A CHORD DISTANCE OF 13.83 FEET, FOR AN ARC LENGTH OF 13.83 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHEASTERLY; THENCE 11) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 116.00 FEET, A CENTRAL ANGLE/DELTA OF 49°02'54", A CHORD BEARING OF N-46°12'03"-E, A CHORD DISTANCE OF 96.30 FEET, FOR AN ARC LENGTH OF 99.30 FEET TO A POINT ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF OLD LAKE ALFRED ROAD ACCORDING TO MAP BOOK 2, PAGES 323 THROUGH 327 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794 PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY MAINTAINED RIGHT-OF-WAY OF SAID OLD LAKE ALFRED ROAD THE FOLLOWING TWENTY-SIX (26) COURSES: 1) N-82°42'13"-E, 27.59 FEET; THENCE 2) N-87°08'13"-E, 60.11 FEET; THENCE 3) N-89°59'43"-E, 67.10 FEET; THENCE 4) S-66°15'13"-E, 9.93 FEET; THENCE 5) S-88°48'06"-E, 100.02 FEET; THENCE 6) N-89°56'17"-E, 100.00 FEET; THENCE 7) S-89°36'13"-E, 100.00 FEET; THENCE 8) N-89°28'47"-E, 100.00 FEET; THENCE 9) N-87°28'33"-E, 100.10 FEET; THENCE 10) N-89°52'51"-E, 100.00 FEET; THENCE 11) N-89°28'47"-E, 100.00 FEET; THENCE 12) S-89°08'43"-E, 100.01 FEET; THENCE 13) S-89°56'51"-E, 100.00 FEET; THENCE 14) N-89°32'13"-E, 100.00 FEET; THENCE 15) N-89°52'51"-E, 100.00 FEET; THENCE 16) S-89°56'51"-E, 100.00 FEET; THENCE 17) N-89°59'43"-E, 100.00 FEET; THENCE 18) S-89°39'39"-E, 100.00 FEET; THENCE 19) N-89°35'39"-E, 100.00 FEET; THENCE 20) S-89°53'24"-E, 100.00 FEET; THENCE 21) N-89°52'51"-E, 100.00 FEET; THENCE 22) N-89°49'58"-E, 100.00 FEET; THENCE 23) N-89°49'24"-E, 100.00 FEET; THENCE 24) S-89°43'06"-E, 100.00 FEET; THENCE 25) N-89°11'36"-E, 100.01 FEET; THENCE 26) S-89°19'21"-E, 38.37 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 557, AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 1629-PROJECT 5537, AND AS RECORDED IN OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NUMBER 557 THE FOLLOWING TWO (2) COURSES: 1) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1372.80 FEET, A CENTRAL ANGLE/DELTA OF 28°32'52", A CHORD BEARING OF S-14°16'09"-E, A CHORD DISTANCE OF 676.95 FEET, FOR AN ARC LENGTH OF 684.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) S-00°00'16"-W, 662.88 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NUMBER 557, AND CONTINUE ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20 N-89°55'39"-W, 2580.00 FEET TO THE POINT OF BEGINNING.



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**EXHIBIT 2  
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**PARCEL 3**

BEGIN AT A 1/2" IRON PIPE WITH NO IDENTIFICATION STANDING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 30, AND RUN THENCE ALONG THE EAST LINE OF SAID SECTION 30 S-00°08'40"-E, 685.00 FEET; TO A 5/8" IRON ROD AND CAP "LB 5450"; THENCE DEPARTING THE EAST LINE OF SAID SECTION 30, N-89°56'27"-W, 2290.00 FEET TO A 5/8" IRON ROD AND CAP "LB 5450"; THENCE N-00°08'32"-W, 656.90 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF CASS ROAD ACCORDING TO THE MAP BOOK 14, PAGES 78 THROUGH 86 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING FOURTEEN (14) COURSES: 1) S-85°14'01"-E, 18.29 FEET; THENCE 2) S-80°07'51"-E, 39.84 FEET; THENCE 3) S-88°49'36"-E, 64.63 FEET; THENCE 4) S-89°49'48"-E, 270.91 FEET; THENCE 5) S-89°55'08"-E, 232.23 FEET; THENCE 6) N-89°30'50"-E, 249.93 FEET; THENCE 7) S-89°37'59"-E, 217.53 FEET; THENCE 8) S-89°53'42"-E, 234.78 FEET; THENCE 9) S-89°38'32"-E, 297.15 FEET; THENCE 10) S-88°53'35"-E, 172.89 FEET; THENCE 11) S-89°59'22"-E, 232.57 FEET; THENCE 12) S-89°19'57"-E, 95.31 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 13) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 220.45 FEET, A CENTRAL ANGLE/Delta OF 31°52'07", A CHORD BEARING OF N-73°00'48"-E, A CHORD DISTANCE OF 215.55 FEET, FOR AN ARC LENGTH OF 117.05 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 14) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 273.59 FEET, A CENTRAL ANGLE/Delta OF 02°55'33", A CHORD BEARING OF N-50°31'27"-E, A CHORD DISTANCE OF 13.97 FEET, FOR AN ARC LENGTH OF 13.97 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 30; THENCE DEPARTING THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID CASS ROAD, AND ALONG THE NORTH LINE OF SAID SECTION 30; S-89°56'27"-E, 43.27 FEET TO THE POINT OF BEGINNING.

**PARCEL 4**

BEGIN AT A 1" IRON PIPE WITH NO IDENTIFICATION STANDING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20, AND RUN THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20 N-00°08'40"-W, 945.00 FEET TO THE NORTH LINE OF THE SOUTH 945 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE ALONG THE NORTH LINE OF THE SOUTH 945 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 20 N-89°56'41"-E, 1988.39 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 557 AS SHOWN ON THE STATE OF FLORIDA-STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 1629-PROJECT 5537, AND AS RECORDED IN OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NUMBER 557 THE FOLLOWING SIX (6) COURSES: 1) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1830.57 FEET, A CENTRAL ANGLE/Delta OF 13°13'14", A CHORD BEARING OF S-08°09'36"-E, A CHORD DISTANCE OF 421.46 FEET, FOR AN ARC LENGTH OF 422.39 FEET TO A 5/8" IRON ROD AND CAP "LB 5450"; THENCE 2) N-88°27'01"-E, 20.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; SAID POINT IS ALSO A POINT OF CURVE CONCAVE WESTERLY; THENCE 3) THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 1850.57 FEET, A CENTRAL ANGLE/Delta OF 01°35'45", A CHORD BEARING OF S-00°45'06"-E, A CHORD DISTANCE OF 51.54 FEET, FOR AN ARC LENGTH OF 51.54 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 4) S-00°02'46"-W, 793.12 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; SAID POINT IS ALSO A POINT OF CURVE CONCAVE EASTERLY; THENCE 5) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1492.39 FEET, A CENTRAL ANGLE/Delta OF 29°30'00", A CHORD BEARING OF S-14°42'14"-E, A CHORD DISTANCE OF 759.93 FEET, FOR AN ARC LENGTH OF 768.39 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 6) S-29°27'14"-E, 56.87 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF OLD LAKE ALFRED ROAD ACCORDING TO MAP BOOK 2, PAGES 323 THROUGH 327 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE DEPARTING THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NUMBER 557, AND ALONG THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD THE FOLLOWING NINE (9) COURSES: 1) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE/Delta OF 36°52'12", A CHORD BEARING OF S-42°06'40"-W, A CHORD DISTANCE OF 31.62 FEET, FOR AN ARC LENGTH OF 32.18 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) S-60°32'46"-W, 20.14 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" HEREBY DESIGNATED POINT "B" TO BE USED HEREINAFTER, SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE 3) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE/Delta OF 29°26'57", A CHORD BEARING OF S-75°16'15"-W, A CHORD DISTANCE OF 481.40 FEET, FOR AN ARC LENGTH OF 486.74 FEET TO A 5/8" IRON ROD AND CAP "LB 8126";



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EMAIL: INFO@WOODCIVIL.COM

**EXHIBIT 2**  
**EDEN HILLS**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**LEGAL DESCRIPTION**

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REVISION 2 9/20/19

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THENCE 4) S-89°39'43"-W, 564.31 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 5) N-76°30'31"-W, 51.42 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 6) S-89°59'43"-W, 217.24 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE 7) THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE/DELTA OF 66°25'19", A CHORD BEARING OF S-56°47'04"-W, A CHORD DISTANCE OF 21.91 FEET, FOR AN ARC LENGTH OF 23.19 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 8) S-89°59'43"-W, 710.79 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 9) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE/DELTA OF 89°53'07", A CHORD BEARING OF N-45°03'43"-W, A CHORD DISTANCE OF 247.24 FEET, FOR AN ARC LENGTH OF 274.54 FEET TO A 5/8" IRON ROD AND CAP STANDING ON THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD; THENCE ALONG THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD THE FOLLOWING TWO (2) COURSES: 1) N-00°07'09"-W, 889.59 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE WESTERLY; THENCE 2) THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE/DELTA OF 34°41'22", A CHORD BEARING OF N-17°27'50"-W, A CHORD DISTANCE OF 149.06 FEET, FOR AN ARC LENGTH OF 151.36 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE WEST LINE OF THE NORTH 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING THE EASTERLY MAINTAINED RIGHT-OF-WAY OF SAID OLD LAKE ALFRED ROAD, AND ALONG THE WEST LINE OF THE NORTH 1/4 OF THE SOUTHWEST 1/4 N-00°08'40"-W, 48.43 FEET TO THE POINT OF BEGINNING.

#### TOGETHER WITH

COMMENCE AT ABOVE DESIGNATED POINT "B", AND RUN THENCE S-23°26'54"-E, 80.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS THE POINT OF BEGINNING, SAID POINT IS ALSO A POINT ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD; THENCE ALONG THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD THE FOLLOWING TWO (2) COURSES: 1) N-60°32'46"-E, 20.15 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE 2) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE/DELTA OF 36°52'12", A CHORD BEARING OF N-78°58'52"-E, A CHORD DISTANCE OF 31.62 FEET, FOR AN ARC LENGTH OF 32.18 FEET TO A 5/8" IRON ROD AND CAP STANDING ON THE WESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NUMBER 557; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 557 S-29°27'14"-E, 141.33 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD; THENCE ALONG THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD THE FOLLOWING FIVE (5) COURSES: 1) S-85°30'10"-W, 23.94 FEET; THENCE 2) S-89°49'24"-W, 100.00 FEET; THENCE 3) N-89°46'32"-W, 100.00 FEET; THENCE 4) S-89°49'24"-W, 100.00 FEET; THENCE 5) N-89°39'39"-W, 78.54 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS A POINT ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD, SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1027.00 FEET, A CENTRAL ANGLE/DELTA OF 17°02'44", A CHORD BEARING OF N-69°04'08"-E, A CHORD DISTANCE OF 304.41 FEET, FOR AN ARC LENGTH OF 305.53 FEET TO THE POINT OF BEGINNING.



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## EXHIBIT 2 EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT LEGAL DESCRIPTION

REVISION 1 3/24/19  
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## SECTION C

**RESOLUTION NO. 2020-24**

**AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$25,000,000 AGGREGATE PRINCIPAL AMOUNT OF EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, IN ONE OR MORE SERIES TO PAY ALL OR A PORTION OF THE COSTS OF THE PLANNING, FINANCING, CONSTRUCTION AND/OR ACQUISITION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO ENTRY FEATURES AND SIGNAGE, STORMWATER FACILITIES, WATER AND SEWER FACILITIES, RECREATION FACILITIES AND ROAD CONSTRUCTION, AND ASSOCIATED PROFESSIONAL FEES AND INCIDENTAL COSTS RELATED THERETO PURSUANT TO CHAPTER 190, FLORIDA STATUTES, AS AMENDED; APPOINTING A TRUSTEE; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER TRUST INDENTURE; PROVIDING THAT SUCH BONDS SHALL NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT, POLK COUNTY, FLORIDA, THE CITY OF LAKE ALFRED, FLORIDA, OR THE STATE OF FLORIDA OR OF ANY POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE FROM SPECIAL ASSESSMENTS ASSESSED AND LEVIED ON THE PROPERTY WITHIN THE DISTRICT BENEFITED BY THE IMPROVEMENTS AND SUBJECT TO ASSESSMENT; PROVIDING FOR THE JUDICIAL VALIDATION OF SUCH BONDS; AND PROVIDING FOR OTHER RELATED MATTERS.**

**WHEREAS**, Eden Hills Community Development District (the "District") is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") and created by Ordinance No. 1422-19 enacted by the City Commission of the City of Lake Alfred, Florida (the "City") on October 21, 2019;

**WHEREAS**, the District was created for the purpose of delivering certain community development services and facilities within and outside its jurisdiction, and the District has decided to undertake the planning, financing, construction and/or acquisition of public infrastructure improvements including, but not limited to entry features and signage, stormwater facilities, water and sewer facilities, street lighting and road construction, offsite improvements and associated professional fees and incidental costs related thereto pursuant to the Act (the "Project"), as set forth in **Schedule I** attached hereto;

**WHEREAS**, the District desires to authorize the issuance, in one or more series, of not to exceed \$25,000,000 aggregate principal amount of its Eden Hills Community Development District Special Assessment Bonds (collectively, the "Bonds"), in order to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Project;

**WHEREAS**, the District desires to provide the terms and conditions under which the District will acquire and cause to be constructed the improvements serving District lands;

**WHEREAS**, authority is conferred upon the District by the Constitution and laws of the State of Florida, specifically the Act, to issue the Bonds;

**WHEREAS**, the District desires to appoint a trustee for the Bonds; and

**WHEREAS**, the District desires to authorize and approve various instruments to be executed and delivered in connection with the Bonds and to provide for the judicial validation of the Bonds pursuant to Section 190.016(12), Florida Statutes;

**NOW, THEREFORE, BE IT RESOLVED** by Eden Hills Community Development District, as follows:

**Section 1. Definitions.** Capitalized terms used herein without definitions shall have the meanings assigned thereto in the Indenture described in Section 5 hereof, the form of which is set out as Exhibit A attached hereto, unless the context otherwise clearly requires.

**Section 2. Authorization of Bonds.** The District hereby authorizes the issuance of not to exceed \$25,000,000 aggregate principal amount of the Bonds (excluding any refunding Bonds issued as provided in the Indenture) in one or more series to pay all or a portion of the costs of the planning, financing, acquisition, construction, reconstruction, equipping and installation of the Project. Pursuant to Section 190.016(1), Florida Statutes, the Bonds may be issued and delivered by the District in payment of all or a portion of the purchase price of the Project or may be sold at public or private sale.

**Section 3. Certain Details of the Bonds.** The Bonds, and the interest thereon, shall not be deemed to constitute a debt, liability or obligation of the District, of Polk County, the City, or the State of Florida (the "State"), or of any political subdivision thereof, but shall be payable solely from the Pledged Revenues designated for the Bonds, including Special Assessments levied by the District on property within the District benefited by the Project and subject to assessment, as set forth in the Indenture, and neither the faith and credit nor any taxing power of the District, the City, the County, or the State, nor of any political subdivision thereof, is pledged to the payment of the principal of or interest on the Bonds, except for Special Assessments to be assessed and levied by the District to secure and pay the Bonds.

The Bonds shall:

- (i) be issued in one or more series and may be delivered upon receipt of the purchase price therefor, for the purpose of financing or refinancing the costs of all or a portion of the Project and may be sold at public or private sale, as provided in Section 190.016(1), Florida Statutes, each series to be in an aggregate principal amount to be determined by subsequent resolution or resolutions of the District; provided, however, that the total aggregate principal amount of all series of Bonds (excluding refunding Bonds, as described in the Indenture) issued may not exceed \$25,000,000;
- (ii) be issued in fully registered form in such principal denominations of \$5,000 if the Bonds bear an investment grade rating by a nationally recognized rating agency, and otherwise, initially in principal amounts of \$100,000 and any integral multiple of \$5,000 in excess thereof, and thereafter, in denominations of \$5,000 or any integral multiple thereof;
- (iii) be secured and payable from the Pledged Revenues, as provided in the Indenture and any supplement thereto (a "Supplemental Indenture") and the resolution of the District relating to such series of Bonds;
- (iv) bear interest at an average annual rate not exceeding the maximum rate as may then be permitted by the laws of the State as more particularly provided in a resolution adopted by the District prior to the issuance and delivery of the Bonds;
- (v) be payable in not more than the maximum number of annual installments allowed by law (currently thirty (30) annual installments of principal); and
- (vi) be dated as provided in a resolution adopted by the District prior to the issuance and delivery of the Bonds.

The final maturity date or dates of the Bonds and the interest rate or rates thereon shall be determined, within the foregoing limits, and any optional, mandatory and extraordinary redemption provisions thereof shall be fixed, by the Indenture hereinafter referred to, as supplemented from time to time, or by one or more resolutions of the District to be adopted prior to the delivery of the Bonds. In other respects, the Bonds shall be in the form, shall be executed and authenticated, shall be subject to replacement and shall be delivered as provided in the Indenture and a Supplemental Indenture.

Prior to the issuance and delivery of any series of Bonds (other than refunding Bonds), the District shall have undertaken and, to the extent then required under applicable law and the Supplemental Indenture for a particular series, completed all necessary proceedings, including, without limitation, the approval of assessment rolls, the holding of public hearings, the adoption of resolutions and the establishment of all necessary collection proceedings, in order to levy and collect Special Assessments upon the lands within the District subject to assessment, all as more

specifically required and provided for by the Act and Chapters 170 and 190, Florida Statutes, as the same may be amended from time to time, or any successor statutes thereto.

**Section 4. Designation of Attesting Members.** The Secretary of the Board of Supervisors (the "Board") of the District, or in the case of the Secretary's absence or inability to act, any Assistant Secretary of the Board (each individually a "Designated Member"), are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chairman or Vice Chairman of the Board as they appear on the Bonds, the Indenture and any other documents which may be necessary or helpful in connection with the issuance and delivery of the Bonds and in connection with the application of the proceeds thereof.

**Section 5. Authorization of Execution and Delivery of Master Trust Indenture.** The District does hereby authorize and approve the execution by the Chairman, Vice-Chairman or any Designated Member and the delivery of a Master Trust Indenture (the "Indenture") for the Bonds, between the District and the trustee appointed pursuant to Section 7 of this resolution (the "Trustee"). The Indenture shall provide, among other things, for the security of the Bonds and express the contract between the District and the owners of such Bonds. The Indenture shall be in substantially the form attached hereto as Exhibit A and is hereby approved, with such changes therein as shall be approved by the Chairman, Vice Chairman or Designated Member executing the same, 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 Indenture attached hereto.

**Section 6. Sale of Bonds.** Pursuant to the provisions of Section 190.016(1), Florida Statutes, the Bonds may be issued in one or more series and may be delivered upon receipt of the purchase price therefor, for the purpose of financing or refinancing the costs of all or a portion of the Project and may be sold at public or private sale, after such advertisement, if any, as the Board may deem advisable but not in any event at less than ninety percent (90%) of the par value thereof, together with accrued interest thereon, unless otherwise permitted by the Act.

**Section 7. Appointment of Trustee.** The District does hereby appoint U.S. Bank National Association, as Trustee under the Indenture. The Trustee shall also serve as the Paying Agent, Registrar and Authenticating Agent under the Indenture.

**Section 8. Bond Validation.** District Counsel and Bond Counsel to the District are hereby authorized and directed to take appropriate proceedings in the Circuit Court of the Tenth Judicial Circuit of Florida, in and for Hardee, Highlands and Polk Counties, for validation of the Bonds and the proceedings incident thereto to the extent required by and in accordance with Section 190.016(12), Florida Statutes. The Chairman or Vice-Chairman or any Designated Member is authorized to sign any pleadings and to offer testimony in any such proceedings for and on behalf of the District. The other members of the Board, the officers of the District and the agents and employees of the District, including, without limitation, the District Manager, the engineer or engineering firm serving as engineer to the District, and the District's financial advisor are hereby also authorized to offer testimony for and on behalf of the District in connection with any such validation proceedings.

**Section 9. Authorization and Ratification of Prior and Subsequent Acts.** The members of the Board, the officers of the District, and the agents and employees of the District, are hereby authorized and directed to do all such acts and things and to execute all such documents, including, without limitation, the execution and delivery of any closing documents, as may be necessary to carry out and comply with the provisions of this resolution and the Indenture, and all of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

**Section 10. Subsequent Resolution(s) Required.** Notwithstanding anything to the contrary contained herein, no series of Bonds may be issued or delivered until the District adopts a subsequent resolution and/or supplemental indenture for each such series fixing the details of such series of Bonds remaining to be specified or delegating to a Designated Member the authority to fix such details.

**Section 11. 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.

**Section 12. Open Meetings.** It is hereby found and determined that all acts of the Board concerning and relating to adoption of this Resolution were taken in open meetings of the Board and all deliberations of the Board that resulted in such official acts were in meetings open to the public in compliance with all legal requirements, including, but not limited to, the requirements of Section 286.011, Florida Statutes.

**Section 13. Effective Date.** This resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

**PASSED** in Public Session of the Board of Supervisors of Eden Hills Community Development District this 1<sup>st</sup> day of November, 2019.

Attest:

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary, Board of Supervisors

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Chairman, Board of Supervisors



**SCHEDULE I**  
**DESCRIPTION OF THE PROJECT**  
**AND SUMMARY OF OPINION OF PROBABLE COSTS**

The Project includes the planning, financing, acquisition, construction, reconstruction, equipping and installation of the following public infrastructure improvements and associated professional fees and incidental costs related thereto pursuant to Chapter 190, Florida Statutes, as amended, including, without limitation, the items listed below, all of which is described in more detail in the Engineer's Report for Capital Improvements prepared for the Board of Supervisors Eden Hills Community Development District, dated October 24, 2019, prepared by Wood & Associates Engineering, LLC:

<b><u>Infrastructure</u></b> <sup>(1)</sup>	<b><u>Phase 1</u></b> <b><u>(142 Lots)</u></b> <b><u>2019-2023</u></b>	<b><u>Phase 2</u></b> <b><u>(242 Lots)</u></b> <b><u>2019-2024</u></b>	<b><u>Phase 3</u></b> <b><u>(189 Lots)</u></b> <b><u>2020-2025</u></b>	<b><u>Phase 4</u></b> <b><u>(166 Lots)</u></b> <b><u>2020-2025</u></b>	<b><u>Total</u></b> <b><u>(739 Lots)</u></b>
Offsite Improvements to County Road 557 <sup>(5)(6)</sup>	\$ 40,000	\$ 85,000	\$ 67,000	\$ 58,000	\$ 250,000
Offsite Roadway Improvements to Old Lake Alfred Road, Cass Road, and Adams Barn Road	48,000	102,000	80,000	70,000	300,000
Stormwater Management <sup>(2)(3)(5)(6)</sup>	1,300,000	2,220,000	1,750,000	1,520,000	6,790,000
Utilities (Water, Sewer, & Street Lighting) <sup>(5)(6)(8)</sup>	680,000	1,200,000	910,000	800,000	3,590,000
Internal Roadways (not referenced above) <sup>(4)(5)(6)(10)</sup>	480,000	820,000	650,000	570,000	2,520,000
Entry Feature <sup>(6)(7)</sup>	130,000	270,000	210,000	190,000	800,000
Parks and Recreational Facilities <sup>(6)</sup>	190,000	410,000	320,000	280,000	1,200,000
Contingency	250,000	545,000	420,000	285,000	1,500,000
<b>TOTAL</b>	<b>\$3,118,000</b>	<b>\$5,652,000</b>	<b>\$4,407,000</b>	<b>\$3,773,000</b>	<b>\$16,950,000</b>

Notes:

1. Infrastructure consists of public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction in conjunction with home construction, which will be provided by home builder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2018 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with TECO for the street light poles and lighting service. Only undergrounding of wire in public right-of-way on District Land is included.
9. Estimates based on Master Infrastructure to support development of 739 lots.
10. Internal sidewalks shall be constructed along common areas only.

**EXHIBIT A**  
**FORM OF INDENTURE**

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**MASTER TRUST INDENTURE**

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between

**EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT  
(CITY OF LAKE ALFRED, FLORIDA)**

and

**U.S. BANK NATIONAL ASSOCIATION,**

as Trustee

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**Dated as of [\_\_\_\_\_] 1, 20\_\_]**

---

relating to

**EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS**

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## TABLE OF CONTENTS

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- EXHIBIT C- Form of Bond
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THIS MASTER TRUST INDENTURE, dated as of [\_\_\_\_\_] 1, 20\_\_ (the "Master Indenture"), by and between **EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT** (together with its permitted successors and assigns, the "Issuer"), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association duly organized and existing under the laws of the United States of America and having a corporate trust office in Orlando, Florida (said national banking association and any bank or trust company becoming successor trustee under this Master Indenture and all Supplemental Indentures (as hereinafter defined) being hereinafter referred to as the "Trustee");

**W I T N E S S E T H:**

**WHEREAS**, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") created pursuant to Ordinance No. 1422-19 (the "Ordinance") enacted by the City Commission of the City of Lake Alfred, Florida (the "City") on October 21, 2019, for the purposes of delivering community development services and facilities to property to be served by the District (as defined below); and

**WHEREAS**, the premises governed by the Issuer (as further described in Exhibit A hereto, the "District" or "District Lands") currently consist of approximately 370.91 gross acres of land located within the City; and

**WHEREAS**, the Issuer has determined to undertake, in one or more stages, the planning, financing, construction and/or acquisition of public infrastructure improvements including, but not limited to entry features and signage, stormwater management facilities, water and sewer facilities, street lighting, parks and recreational facilities, and roadways and associated professional fees and incidental costs related thereto pursuant to the Act, for the special benefit of the District Lands (as further described in Exhibit B hereto, the "Project"); and

**WHEREAS**, the Issuer proposes to finance or refinance, as the case may be, the costs of the Project by the issuance of one or more series of bonds pursuant to this Master Indenture;

**NOW, THEREFORE, THIS MASTER INDENTURE WITNESSETH**, that to provide for the issuance of Bonds (as hereinafter defined) under this Master Indenture, as supplemented from time to time by one or more Supplemental Indentures (as hereinafter defined), the security and payment of the principal, redemption or purchase price thereof (as the case may be) and interest thereon, any reimbursement due to a Credit Facility Issuer (hereinafter defined), if any, for any drawing on its Credit Facility (hereinafter defined), as required under the terms of the corresponding Credit Facility Agreement (hereinafter defined), the rights of the Owners of the Bonds of a Series (as hereinafter defined) and the performance and observance of all of the covenants contained herein and in said Bonds and in any Credit Facility Agreement for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Bonds of a Series by the Owners thereof, from time to time, the issuance by any Credit Facility Issuer of its Credit Facility, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer hereby



assigns, transfers, sets over and pledges to the Trustee and grants a lien on all of the right, title and interest of the Issuer in and to the Pledged Revenues (hereinafter defined) as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on Bonds of a Series issued hereunder and any reimbursement due to any Credit Facility Issuer for any drawing on its Credit Facility issued with respect to any such Bonds, as required under the terms of the corresponding Credit Facility Agreement, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

## **ARTICLE I DEFINITIONS**

In this Master Indenture and any indenture supplemental hereto (except as otherwise expressly provided or unless the context otherwise requires) terms defined in the recitals hereto shall have the same meaning throughout this Master Indenture and all Supplemental Indentures, and in addition, the following terms shall have the meanings specified below:

"Account" shall mean any account or subaccount established pursuant to this Master Indenture and all Supplemental Indentures.

"Acquisition Agreement" shall mean one or more improvement acquisition agreements between the Issuer and the Landowner, pursuant to which the Landowner agrees to provide, design, construct and sell to the Issuer, and the Issuer agrees to purchase from the Landowner, all or a portion of a Project.

"Act" shall mean the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended from time to time, and any successor statute thereto.

"Annual Budget" shall mean the Issuer's budget of current operating and maintenance expenses for the Project for a Fiscal Year, as the same may be amended from time to time, adopted in accordance with the provisions hereof.

"Arbitrage Certificate" shall mean the certificate of the Issuer delivered at the time of issuance of a Series of Bonds setting forth the expectations of the Issuer with respect to the use of the proceeds of such Series and also containing certain covenants of the Issuer in order to achieve compliance with the Code relating to the tax-status of the Bonds.

"Authenticating Agent" shall mean the agent so described in, and appointed pursuant to, Section 2.03 of this Master Indenture.

"Authorized Denomination" shall mean, unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, \$5,000 if the Bonds bear an investment grade rating by a nationally recognized rating agency, and otherwise, initially in principal amounts of \$100,000 and any integral multiple of \$5,000 in excess thereof, and thereafter, in denominations of \$5,000 or any integral multiple thereof.

"Authorized Newspaper" shall mean a newspaper printed in English and customarily published at least once a day at least five days a week and generally circulated in New York,

New York, or such other cities as the Issuer from time to time may determine by written notice provided to the Trustee. When successive publications in an Authorized Newspaper are required, they may be made in the same or different Authorized Newspapers.

"Beneficial Owner" shall mean the actual owner of Bonds while the Bonds are registered in the name of Cede & Co., as the nominee of DTC. The Trustee is authorized to recognize the Beneficial Owners of a Series of Bonds for purposes of approvals, consents or other actions taken hereunder or under a Supplemental Indenture if beneficial ownership is proven to the satisfaction of the Trustee.

"Board" shall mean the Board of Supervisors of the Issuer.

"Bond Counsel" shall mean Counsel of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on obligations issued by states and their political subdivisions.

"Bondholder," "Holder of Bonds," "Holder," or "Owner" or any similar term shall mean any Person or Persons who shall be the registered owner of any Outstanding Bond or Bonds, as evidenced on the Bond Register of the Issuer kept by the Registrar.

"Bond Redemption Fund" shall mean the Fund so designated which is established pursuant to Section 6.06 hereof.

"Bond Register" shall have the meaning specified in Section 2.04 of this Master Indenture.

"Bonds" shall mean the Eden Hills Community Development District Special Assessment Bonds, issued in one or more Series pursuant to the provisions of this Master Indenture and one or more Supplemental Indentures, and Bonds subsequently issued to refund all or a portion of such aforementioned Bonds.

"Business Day" shall mean any day other than a Saturday or Sunday or legal holiday or a day on which the designated corporate office of the Trustee, the Registrar or any Paying Agent is closed, or any day on which the payment system of the U.S. Federal Reserve is not operational.

"Certified Public Accountant" shall mean a Person, who shall be Independent, appointed by the Board, actively engaged in the business of public accounting and duly certified as a certified public accountant under the laws of the State.

"Certified Resolution" or "Certified Resolution of the Issuer" shall mean a copy of one or more resolutions certified by the Secretary or an Assistant Secretary of the Issuer, under its seal, to have been duly adopted by the Board and to be in full force and effect as of the date of such certification.

"City" shall mean the City of Lake Alfred, Florida.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Completion Date" shall have the meaning given to such term in Section 5.01 of this Master Indenture.

"Consultant" shall mean a Person, who shall be Independent, appointed by the Board, qualified to pass upon questions relating to municipal entities and having a favorable reputation for skill and experience in the financial affairs of municipal entities.

"Consultant's Certificate" shall mean a certificate or a report prepared in accordance with then applicable professional standards duly executed by a Consultant.

"Consulting Engineer" shall mean the Independent engineer or engineering firm or corporation at the time employed by the Issuer under the provisions of Section 9.21 of this Master Indenture to perform and carry out duties imposed on the Consulting Engineer by this Master Indenture and any Supplemental Indentures. The Independent engineer or engineering firm or corporation at the time serving as the engineer to the Issuer may serve as Consulting Engineer under this Master Indenture and any Supplemental Indentures.

"Continuing Disclosure Agreement" shall mean a Continuing Disclosure Agreement, by and among the Issuer, the dissemination agent named therein and any Landowner that is the owner of at least twenty percent (20%) of the District Lands which have been determined by the Issuer to be lands benefited by the Project or portion thereof financed with the proceeds of a Series of Bonds or are responsible for payment of at least twenty percent (20%) of the Special Assessments levied and collected on all or a portion of the District Lands with respect to the Project or portion thereof financed by such Series of Bonds, and any other Obligated Person(s) under the Rule, in connection with the issuance of one or more Series of Bonds hereunder, pursuant to the requirements of the Rule.

"Cost" or "Costs," in connection with the Project or any portion thereof, shall mean all expenses which are properly chargeable thereto under Generally Accepted Accounting Principles or which are incidental to the planning, financing, acquisition, construction, reconstruction, equipping and installation thereof, including, without limiting the generality of the foregoing:

- (a) expenses of determining the feasibility or practicability of acquisition, construction, or reconstruction of the Project;
- (b) cost of surveys, estimates, plans, and specifications;
- (c) cost of improvements;
- (d) engineering, architectural, fiscal, legal, accounting and other professional and advisory expenses and charges;
- (e) cost of all labor, materials, machinery, and equipment (including, without limitation, (i) amounts payable to contractors, builders and materialmen and costs incident to the award of contracts and (ii) the cost of labor, facilities and services furnished by the Issuer and its employees, materials and supplies purchased by the Issuer and permits and licenses obtained by the Issuer);

- (f) cost of all lands, properties, rights, easements, and franchises acquired;
- (g) financing charges;
- (h) creation of initial reserve and debt service funds;
- (i) working capital;
- (j) interest charges incurred or estimated to be incurred on money borrowed prior to and during construction and acquisition and for such reasonable period of time after completion of construction or acquisition as the Board may determine and as approved by Bond Counsel;
- (k) the cost of issuance of Bonds, including, without limitation, advertisements and printing;
- (l) the cost of any election held pursuant to the Act and all other expenses of issuance of bonds;
- (m) the discount, if any, on the sale or exchange of Bonds;
- (n) amounts required to repay temporary or bond anticipation loans made to finance any costs permitted under the Act;
- (o) costs of prior improvements performed by the Issuer in anticipation of the Project;
- (p) costs incurred to enforce remedies against contractors, subcontractors, any provider of labor, material, services, or any other Person, for a default or breach under the corresponding contract, or in connection with any other dispute;
- (q) premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same;
- (r) payments, contributions, dedications, and any other exactions required as a condition to receive any government approval or permit necessary to accomplish any District purpose;
- (s) administrative expenses;
- (t) taxes, assessments and similar governmental charges during construction or reconstruction of the Project;
- (u) expenses of Project management and supervision;
- (v) costs of effecting compliance with any and all governmental permits relating to the Project;

(w) such other expenses as may be necessary or incidental to the acquisition, construction, or reconstruction of the Project or to the financing thereof; and

(x) any other "cost" or expense as provided by the Act.

In connection with the refunding or redeeming of any Bonds, "Cost" includes, without limiting the generality of the foregoing, the items listed in (d), (k), (l) and (m) above, and other expenses related to the redemption of the Bonds to be redeemed and the Redemption Price of such Bonds (and the accrued interest payable on redemption to the extent not otherwise provided for). Whenever Costs are required to be itemized, such itemization shall, to the extent practicable, correspond with the items listed above. Whenever Costs are to be paid hereunder, such payment may be made by way of reimbursement to the Issuer or any other Person who has paid the same in addition to direct payment of Costs.

"Counsel" shall mean an attorney-at-law or law firm (who may be counsel for the Issuer) not unsatisfactory to the Trustee.

"County" shall mean Polk County, Florida.

"Credit Facility" shall mean any credit enhancement mechanism such as an irrevocable letter of credit, a surety bond, a policy of municipal bond insurance, a corporate or other guaranty, a purchase agreement, a credit agreement or deficiency agreement or other similar facility applicable to the Bonds, as established pursuant to a Supplemental Indenture, pursuant to which the entity providing such facility agrees to provide funds to make payment of the principal of and interest on the Bonds. Notwithstanding anything to the contrary contained in this Master Indenture, the Bonds may be issued without a Credit Facility; the decision to provide a Credit Facility in respect of any Bonds shall be within the absolute discretion of the Issuer.

"Credit Facility Agreement" shall mean any agreement pursuant to which a Credit Facility Issuer issues a Credit Facility.

"Credit Facility Issuer" shall mean the issuer or guarantor of any Credit Facility.

"Debt Service Fund" shall mean the Fund so designated which is established pursuant to Section 6.04 hereof.

"Debt Service Requirements" with reference to a specified period, shall mean:

(a) interest payable on the Bonds during such period, subject to reduction for amounts held as capitalized interest in the Funds and Accounts established under this Master Indenture and any Supplemental Indentures;

(b) amounts required to be paid into any mandatory sinking fund account with respect to the Bonds during such period; and

(c) amounts required to pay the principal of the Bonds maturing during such period and not to be redeemed prior to or at maturity through any sinking fund account.

For any Bonds that bear interest at a variable rate, the interest payable for a specified period shall be determined as if such Bonds bear interest at the maximum rate provided for in the applicable Supplemental Indenture and if no maximum rate is provided for in the Supplemental Indenture, the maximum rate shall be 12% per annum.

"Debt Service Reserve Fund" shall mean the Fund so designated which is established pursuant to Section 6.05 hereof.

"Debt Service Reserve Insurance Policy" shall mean the insurance policy, surety bond or other evidence of insurance, if any, deposited to the credit of the Debt Service Reserve Fund or any Account or subaccount therein in lieu of or in partial substitution for cash or securities on deposit therein, which policy, bond or the evidence of insurance constitutes an unconditional senior obligation of the issuer thereof. The issuer thereof shall be a municipal bond insurer whose obligations ranking *pari passu* with its obligations under such policy, bond or other evidence of insurance are rated at the time of deposit of such policy, bond or other evidence of insurance to the credit of the Debt Service Reserve Fund or any Account or subaccount therein in one of the three highest rating categories, without regard to gradations, of both Moody's and S&P, unless otherwise approved by the Credit Facility Issuer, if any, who has issued a Credit Facility with respect to the Bonds.

"Debt Service Reserve Letter of Credit" shall mean the irrevocable, transferable letter or line of credit, if any, deposited for the credit of the Debt Service Reserve Fund or any Account or subaccount therein in lieu of or in partial substitution for cash or securities on deposit therein, which letter or line of credit constitutes an unconditional senior obligation of the issuer thereof. The issuer of such letter or line of credit shall be a banking association, bank or trust company or branch thereof whose senior debt obligations ranking *pari passu* with its obligations under such letter or line of credit are rated at the time of deposit of the letter or line of credit to the credit of the Debt Service Reserve Fund or any Account or subaccount therein in one of the three highest rating categories (without regard to gradations) of both Moody's and S&P, unless otherwise approved by the Credit Facility Issuer, if any, who has issued a Credit Facility with respect to the Bonds.

"Debt Service Reserve Requirement" shall mean, for each Series of Bonds, unless a different requirement shall be specified in a Supplemental Indenture, an amount equal to the lesser of (i) the maximum annual Debt Service Requirements for the Outstanding Bonds of such Series, (ii) 125% of the average annual Debt Service Requirements for the Outstanding Bonds of such Series, and (iii) 10% of the original proceeds (within the meaning of the Code) of the Bonds of such Series.

"Defeasance Securities" shall mean, to the extent permitted by law, (a) cash, or (b) non-callable Government Obligations.

"District Lands" or "District" shall mean the premises governed by the Issuer, consisting of approximately 370.91 gross acres of land located within the City, as more fully described in Exhibit A hereto.

"District Manager" shall mean the then District Manager or acting District Manager of the Issuer.

"Event of Default" shall mean any of the events described in Section 10.02 hereof.

"Fiscal Year" shall mean the period of twelve (12) months beginning October of each calendar year and ending on September 30 of the following calendar year, and also shall mean the period from actual execution hereof to and including the next succeeding September 30; or such other consecutive twelve-month period as may hereafter be established pursuant to a Certified Resolution as the fiscal year of the Issuer for budgeting and accounting purposes as authorized by law.

"Fitch" shall mean Fitch Ratings, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer and acceptable to the Trustee.

"Fund" shall mean any fund established pursuant to this Master Indenture.

"Generally Accepted Accounting Principles" shall mean those accounting principles applicable in the preparation of financial statements of municipalities.

"Government Obligations" shall mean direct obligations of, or obligations the timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Indenture" shall mean, with respect to any Series of Bonds, this Master Indenture as supplemented by the Supplemental Indenture pursuant to which such Series of Bonds is issued.

"Independent" shall mean a Person who is not a member of the Issuer's Board, an officer or employee of the Issuer or Developer, or which is not a partnership, corporation or association having a partner, director, officer, member or substantial stockholder who is a member of the Issuer's Board, or an officer or employee of the Issuer; provided, however, that the fact that such Person is retained regularly by or regularly transacts business with the Issuer or Developer shall not make such Person an employee within the meaning of this definition.

"In Kind Payment" shall mean an in kind prepayment made by or on behalf of any Landowner of Special Assessments levied against such Landowner's property by the surrender and cancellation of a principal amount of Bonds of a Series equal to the principal amount of the Special Assessments levied by the Issuer against such property for the purpose of paying the Debt Service Requirements on the Series of Bonds to be prepaid, all in accordance with the provisions of Section 9.08(c) of this Master Indenture.

"Interest Account" shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 6.04 hereof.

"Interest Payment Date" shall mean, unless otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, each May 1 and November 1 commencing on the date specified in the Certified Resolution of the Issuer or in the Supplemental Indenture pursuant to which a Series of Bonds is issued.

"Interest Period" shall mean the period from and including any Interest Payment Date to and excluding the next succeeding Interest Payment Date; provided, however, that upon final payment of any Bond at maturity or upon redemption or mandatory purchase, the Interest Period shall extend to, but not include, the date of such final payment, which shall always be a Business Day.

"Investment Securities" shall mean and include any of the following securities:

- (i) Government Obligations;
- (ii) obligations of any of the following agencies: Government National Mortgage Association (including participation certificates issued by such association); Fannie Mae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Banks; Tennessee Valley Authority; Farmers Home Administration; Student Loan Marketing Association; Federal Home Loan Mortgage Corporation;
- (iii) deposits, Federal funds or bankers' acceptances (with term to maturity of 270 days or less) of any bank, including the Trustee's bank, which, at the time of deposit, has an unsecured, uninsured and unguaranteed obligation rated in one of the two highest rating categories by both Moody's and S&P;
- (iv) commercial paper rated in the top two rating category by both Moody's and S&P at the time of purchase;
- (v) municipal securities issued by any state or commonwealth of the United States or political subdivision thereof or constituted authority thereof including, but not limited to, municipal corporations, school districts and other special districts, the interest on which is exempt from federal income taxation under Section 103 of the Code and rated A- or higher by Moody's, Fitch or S&P at the time of purchase;
- (vi) both (A) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or a regulated investment company (as defined in Section 851(a) of the Code) that is a money market fund that is rated in the highest rating category for such funds by Moody's and S&P, and (B) shares of money market mutual funds that invest only in Government Obligations and obligations of any of the following agencies: Government National Mortgage Association (including participation certificates issued by such association); Fannie Mae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Banks; Tennessee Valley Authority; Farmers Home Administration; Student Loan Marketing Association; Federal Home Loan Mortgage Corporation and repurchase agreements secured by such obligations, which funds are rated in the highest categories for such funds by both Moody's and S&P at the time of purchase;



(vii) repurchase agreements, which will be collateralized at the onset of the repurchase agreement of at least 103% marked to market weekly by the Holder of the Collateral (as defined herein) with collateral with a domestic or foreign bank or corporation (other than life or property casualty insurance company) the long-term debt of which, or, in the case of a financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "AA" by S&P and "Aa" by Moody's provided that the repurchase agreement shall provide that if during its term the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3," respectively, the provider shall immediately notify the Trustee and the provider shall at its option, within ten days of receipt of publication of such downgrade, either (A) maintain collateral at levels, sufficient to maintain an "AA" rated investment from S&P and an "Aa" rated investment from Moody's, or (B) repurchase all collateral and terminate the repurchase agreement. Further, if the provider's rating by either S&P or Moody's falls below "A-" or "A3," respectively, the provider must promptly notify the Issuer and the Trustee of such downgrade and at the direction by the Issuer to the Trustee, within ten (10) calendar days, either (1) maintain collateral at levels sufficient to maintain an "AA" rated investment from S&P and an "Aa" rated investment from Moody's, or (2) repurchase all collateral and terminate the repurchase agreement without penalty. In the event the repurchase agreement provider has not satisfied the above conditions within ten (10) Business Days of the date such conditions apply, then the repurchase agreement shall provide that the Trustee shall be entitled to, and in such event, the Trustee shall, provided it has been provided with notice of such downgrade, withdraw the entire amount invested plus accrued interest within two (2) Business Days after receipt of such notice. Any repurchase agreement entered into pursuant to this Indenture shall contain the following additional provisions:

(a) Failure to maintain the requisite collateral percentage will require the Issuer or the Trustee to liquidate the collateral as provided above;

(b) The Holder of the Collateral, as hereinafter defined, shall have possession of the collateral or the collateral shall have been transferred to the Holder of the Collateral, in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);

(c) The repurchase agreement shall state and an opinion of Counsel in form and in substance satisfactory to the Issuer and addressed to the Issuer and Trustee shall be rendered that the Holder of the collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

(d) The repurchase agreement shall be a "repurchase agreement" as defined in the United States Bankruptcy Code and, if the provider is a domestic bank, a "qualified financial contract" as defined in the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA") and such bank is subject to FIRREA;

(e) The repurchase transaction shall be in the form of a written agreement, and such agreement shall require the provider to give written notice to the Trustee of any change in its long-term debt rating;

(f) The Issuer or its designee shall represent that it has no knowledge of any fraud involved in the repurchase transaction;

(g) The Issuer and the Trustee shall receive the opinion of Counsel (which opinion shall be addressed to the Issuer and the Trustee and shall be in form and substance satisfactory to the Issuer) that such repurchase agreement complies with the terms of this section and is legal, valid, binding and enforceable upon the provider in accordance with its terms;

(h) The term of the repurchase agreement shall be no longer than ten years;

(i) The interest with respect to the repurchase transaction shall be payable at the times and in the amounts necessary in order to make funds available when required under an applicable Supplemental Indenture;

(j) The repurchase agreement shall provide that the Trustee may withdraw funds without penalty at any time, or from time to time, for any purpose permitted or required under this Indenture;

(k) Any repurchase agreement shall provide that a perfected security interest in such investments is created for the benefit of the Beneficial Owners under the Uniform Commercial Code of Florida, or book-entry procedures prescribed at 31 C.F.R. 306.1 et seq., or 31 C.F.R. 350.0 et seq., are created for the benefit of the Beneficial Owners; and

(l) The collateral delivered or transferred to the Issuer, the Trustee, or a third-party acceptable to, and acting solely as agent for, the Trustee (the "Holder of the Collateral") shall be delivered and transferred in compliance with applicable state and federal laws (other than by means of entries on provider's books) free and clear of any third-party liens or claims pursuant to a custodial agreement subject to the prior written approval of the Majority Holder and the Trustee. The custodial agreement shall provide that the Trustee must have disposition or control over the collateral of the repurchase agreement, irrespective of an event of default by the provider of such repurchase agreement.

If such investments are held by a third-party, they shall be held as agent for the benefit of the Trustee as fiduciary for the Beneficial Owners and not as agent for the bank serving as Trustee in its commercial capacity or any other party and shall be segregated from securities owned generally by such third party or bank;

(viii) investment agreements with a bank, insurance company or other financial institution, or the subsidiary of a bank, insurance company or other financial institution if the parent guarantees the investment agreement, which bank, insurance company, financial institution or parent has an unsecured, uninsured and unguaranteed obligation (or claims-paying ability) rated in the highest short-term rating category by Fitch, Moody's or S&P (if the term of such agreement does not exceed 365 days), or has an unsecured, uninsured and unguaranteed obligation (or claims paying ability) rated Aa2 or better by Moody's and AA or better by S&P or

Fitch (if the term of such agreement is more than 365 days) or is the lead bank of a parent bank holding company with an uninsured, unsecured and unguaranteed obligation of the aforesaid ratings, provided:

(a) interest is paid on any date interest is due on the Bonds (not more frequently than quarterly) at a fixed rate (subject to adjustments for yield restrictions required by the Code) during the entire term of the agreement;

(b) moneys invested thereunder may be withdrawn without penalty, premium, or charge upon not more than two (2) Business Days' notice unless otherwise specified in a Supplemental Indenture;

(c) the same guaranteed interest rate will be paid on any future deposits made to restore the account to its required amount; and

(d) the Trustee receives an opinion of Counsel that such agreement is an enforceable obligation of such insurance company, bank, financial institution or parent;

In the event of a suspension, withdrawal, or downgrade below Aa3, AA- or AA- by Moody's, S&P or Fitch, respectively, the provider shall notify the Trustee within five (5) Business Days of such downgrade event and the provider shall at its option, within ten (10) Business Days after notice is given to the Trustee take any one of the following actions:

(1) collateralize the agreement at levels, sufficient to maintain an "AA" rated investment from S&P or Fitch and an "Aa2" from Moody's with a market to market approach, or

(2) assign the agreement to another provider, as long as the minimum rating criteria of "AA" rated investment from S&P or Fitch and an "Aa2" from Moody's with a market to market approach; or

(3) have the agreement guaranteed by a provider which results in a minimum rating criteria of an "AA" rated investment from S&P or Fitch and an "Aa2" from Moody's with a market to market approach; or

(4) repay all amounts due and owing under the agreement.

In the event the provider has not satisfied any one of the above condition within three (3) days of the date such conditions apply, then the agreement shall provide that the Trustee shall be entitled to withdraw the entire amount invested plus accrued interest without penalty or premium.

(ix) bonds, notes and other debt obligations of any corporation organized under the laws of the United States, any state or organized territory of the United States or the District of Columbia, if such obligations are, at the time of purchase, rated "A-" or better by at

least two (2) of the following rating agencies: Moody's, S&P or Fitch or "AA-" or better by either S&P or Fitch or "Aa-" or better by Moody's;

(x) the Local Government Surplus Funds Trust Fund as described in Florida Statutes, Section 218.405 or the corresponding provisions of subsequent laws provided that such fund, at the time of purchase, is rated at least "AA" by S&P (without regard to gradation) or at least "Aa" by Moody's (without regard to gradation);

(xi) in addition to the deposits described in subsection (iii) above in the definition of Investment Securities, time deposits, demand deposits or certificate of deposit of any depository institution or trust company incorporated under the law of the United States of America or any State (or any domestic branch of a foreign bank) and subject to supervision and examination by Federal or State depository institution authority (including the Trustee); provided, however, that at the time of the investment, short-term unsecured debt obligations hereof shall have a credit rating in the highest rating category by S&P or Moody's; and

(xii) other investments permitted by Florida law and directed by the Issuer.

The Trustee shall be entitled to conclusively rely that any investment directed by the Issuer is permitted under the Indenture, and a legal investment for funds of the Issuer.

"Issuer" shall mean the Eden Hills Community Development District.

"Landowner" shall mean any owner of District Lands encumbered by Special Assessments.

"Majority Holder" shall mean the Beneficial Owners of more than 50% of the applicable Series of Bonds then Outstanding.

"Majority Landowner" shall mean, for purposes of this Master Indenture, any person or entity, including all affiliated persons and/or entities thereof, which collectively own more than 50% of the District Lands.

"Major Non-Recurring Expense" shall mean the cost of major replacement or reconstruction of the Project, or any part thereof, the cost of major repairs, renewals or replacements, the provision of a reserve for the payment of insurance premiums not due on an annual or more frequent basis, and the cost of studies, surveys, estimates and investigations in connection with any of the foregoing.

"Master Indenture" shall mean, this Master Trust Indenture dated as of [\_\_\_\_\_] 1, 20\_\_] by and between the Issuer and the Trustee, as amended and or supplemented in accordance with the provisions of Article XIII hereof.

"Moody's" shall mean Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer and acceptable to the Trustee.

"Officers' Certificate" or "Officer's Certificate" shall mean a certificate, duly executed by a Responsible Officer and delivered to the Trustee.

"Outstanding," in connection with a Series of Bonds, shall mean, as of the time in question, all Bonds of such Series authenticated and delivered under the Indenture, except:

(a) all Bonds theretofore cancelled or required to be cancelled under Section 2.07 hereof;

(b) Bonds for the payment, redemption or purchase of which moneys and/or Defeasance Securities, the principal of and interest on which, when due, will provide sufficient moneys to fully pay such Bonds in accordance with Article XIV hereof, shall have been or shall concurrently be deposited with the Trustee; provided that, if such Bonds are being redeemed, the required notice of redemption shall have been given or provision shall have been made therefor, and that if such Bonds are being purchased, there shall be a firm commitment for the purchase and sale thereof; and

(c) Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to Article II hereof.

In determining whether the Holders of a requisite aggregate principal amount of Bonds Outstanding of a Series have concurred in any request, demand, authorization, direction, notice, consent or waiver under the provisions of the Indenture, Bonds of such Series which are actually known by a Responsible Officer of the Trustee to be held by or on behalf of the Issuer shall be disregarded for the purpose of any such determination, unless all of the Bonds of such Series are held by or on behalf of the Issuer; provided, however, this provision does not affect the right of the Trustee to deal in Bonds as set forth in Section 11.09 hereof.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Paying Agent" shall mean initially the Trustee, and thereafter any successor thereto appointed in accordance with Section 11.20 of this Master Indenture.

"Person" shall mean any individual, corporation, partnership, association, joint-stock company, trust, unincorporated organization, governmental body, political subdivision, municipality, municipal authority or any other group or organization of individuals.

"Pledged Revenues" shall mean, unless otherwise provided by Supplemental Indenture with respect to a Series of Bonds, with respect to each Series of Bonds Outstanding, (a) all revenues received by the Issuer from Special Assessments levied and collected on all or a portion of the District Lands with respect to the Project or portion thereof financed by such Series of Bonds, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Special Assessments or from the issuance and sale of tax certificates with respect to such Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture for, or otherwise expressly allocated to, such Series of Bonds; provided, however, that Pledged Revenues shall not include (i) any moneys transferred to the Rebate Fund, or investment earnings thereon and (ii) "special assessments"

levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (i) and (ii) of this provision).

"Prepayment" shall mean the payment by any owner of Property of the amount of Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date. A Landowner may make a Prepayment in kind pursuant to the provisions of Section 9.08 hereof.

"Project" shall mean with respect to any Series of Bonds, the portion or portions of certain infrastructure improvements including roadway, water, sewer, landscaping, irrigation, storm water management, entry features and recreational improvements to be acquired and/or constructed by the Issuer, whether within or outside the District Lands, all as more specifically described in the Supplemental Indenture relating to such Series of Bonds; provided that a Project shall specially benefit all of the District Lands on which Special Assessments to secure such Series of Bonds have been levied.

"Project Documents" shall mean all permits, drawings, plans and specifications, contracts and other instruments and rights relating to the Project and the development assigned by the developer(s) of the District Lands to the Issuer pursuant to a collateral assignment.

"Property Appraiser" shall mean the property appraiser of the County.

"Property Appraiser and Tax Collector Agreement" shall mean the Property Appraiser and Tax Collector Agreement described in Section 9.04 hereof.

"Rebate Fund" shall mean the Fund so designated, which is established pursuant to Section 6.11 of this Master Indenture.

"Record Date" shall mean, as the case may be, the applicable Regular or Special Record Date.

"Redemption Price" shall mean the principal amount of any Bond plus the applicable premium, if any, payable upon redemption thereof pursuant to the Indenture.

"Registrar" shall mean initially the Trustee, which entity shall have the responsibilities set forth in Section 2.04 of this Master Indenture, and thereafter any successor thereto appointed in accordance with Section 11.20 of this Master Indenture.

"Regular Record Date" shall mean the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

"Regulatory Body" shall mean and include (a) the United States of America and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established by the United States of America, (b) the State, any political subdivision thereof and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established by the State, (c) the City, the County and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established

by the City or the County, and (d) any other public body, whether federal, state or local or otherwise having regulatory jurisdiction and authority over the Issuer.

"Responsible Officer" shall mean with respect to the Issuer, any member of the Board, the District Manager, or any other officer of the Issuer or other person designated by Certified Resolution of the Issuer, a copy of which shall be on file with the Trustee, to act for any of the foregoing, either generally or with respect to the execution of any particular document or other specific matter, and when used with respect to the Trustee, any vice president, assistant vice president, senior associate or other officer of the Trustee within the corporate trust office specified in Section 15.06 (or any successor corporate trust office) having direct responsibility for the administration of this Indenture.

"Revenue Fund" shall mean the Fund so designated which is established pursuant to Section 6.03 hereof.

"Rule" shall mean Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as the same may be amended from time to time.

"S&P" shall mean Standard & Poor's, a Standard & Poor's Financial Services LLC business, a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer and acceptable to the Trustee.

"Series" shall mean all of the Bonds authenticated and delivered at one time on original issuance and pursuant to any Certified Resolution of the Issuer authorizing such Bonds as a separate Series of Bonds, or any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article II hereof and the applicable Supplemental Indenture, regardless of variations in maturity, interest rate or other provisions; provided, however, two or more Series of Bonds may be issued simultaneously under the same Supplemental Indenture if designated as separate Series of Bonds by the Issuer upon original issuance. Two or more Series or sub-Series of Bonds may be issued simultaneously under separate Supplemental Indentures, but under this Master Indenture. As may be provided by subsequent proceedings of the Issuer, one or more Series of Bonds or sub-Series Bonds, whether issued at the same time or not, may be separately secured by Special Assessments imposed pursuant to separate assessment proceedings. Such Bonds or sub-Series of Bonds which are secured by separate Special Assessments will not be issued as parity bonds even if issued at the same time.

"Series Account" shall mean any Account established as to a particular Series of Bonds.

"Sinking Fund Account" shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 6.04 hereof.

"Special Assessments" shall mean (a) the net proceeds derived from the levy and collection of "special assessments," as provided for in Sections 190.011(14) and 190.022 of the

Act against District Lands that are subject to assessment as a result of a particular Project or any portion thereof or against one or more identified Assessment Areas, and (b) the net proceeds derived from the levy and collection of "benefit special assessments," as provided for in Section 190.021(2) of the Act, against the lands within the District that are subject to assessment as a result of a particular Project or any portion thereof, and in the case of both "special assessments" and "benefit special assessments," including the interest and penalties on such assessments, pursuant to all applicable provisions of the Act and Chapter 170, Florida Statutes, and Chapter 197, Florida Statutes (and any successor statutes thereto), including, without limitation, any amount received from any foreclosure proceeding for the enforcement of collection of such assessments or from the issuance and sale of tax certificates with respect to such assessments, less (to the extent applicable) the fees and costs of collection thereof payable to the Tax Collector and less certain administrative costs payable to the Property Appraiser pursuant to the Property Appraiser and Tax Collector Agreement. "Special Assessments" shall not include "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the Issuer under Section 190.021(3) of the Act.

"Special Record Date" shall mean such date as shall be fixed for the payment of defaulted interest on the Bonds in accordance with Section 2.01 hereof.

"State" shall mean the State of Florida.

"Supplemental Indenture" and "indenture supplemental hereto" shall mean any indenture amending or supplementing this Master Indenture which may be entered into in accordance with the provisions of this Master Indenture.

"Tax Collector" shall mean the tax collector of the County.

"Trust Accounts" shall mean Funds and Accounts that the Trustee administers as trustee, including, but not limited to, the trusts created by the Indenture for a Series of Bonds.

The words "hereof," "herein," "hereto," "hereby," and "hereunder" (except in the form of Bond), refer to the entire Master Indenture.

Every "request," "requisition," "order," "demand," "application," "notice," "statement," "certificate," "consent," or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by the Responsible Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

## **ARTICLE II THE BONDS**

SECTION 2.01. Amounts and Terms of Bonds; Details of Bonds. The Issuer is hereby authorized to issue in one or more Series pursuant to the terms and conditions of this Master



Indenture, its obligations to be known as "Eden Hills Community Development District Special Assessment Bonds, Series \_\_\_\_" (the "Bonds"). The total principal amount of Bonds that may be issued and Outstanding under this Master Indenture is not expressly limited to a specific principal amount; provided, however, that the total principal amount of Bonds that may be issued and Outstanding under this Master Indenture shall be subject to any conditions and/or limitations (i) set forth in a Supplemental Indenture and (ii) under State law. The Bonds shall be issued in Authorized Denominations and within each Series shall be numbered consecutively from R-1 and upwards in each Series and in substantially the form attached hereto as Exhibit C, with such appropriate variations, omissions and insertions as are permitted or required by this Master Indenture or as otherwise provided in a Supplemental Indenture. All Bonds shall be issued only upon satisfaction of the conditions set forth in Article III hereof; and the Trustee shall, at the Issuer's request, authenticate such Bonds and deliver them as specified in such request.

Each Bond shall be dated, shall have such Interest Payment Dates, shall bear interest from such date or dates and at such rate or rates until the maturity thereof, payable on such Interest Payment Dates, and shall be stated to mature (subject to the right of prior redemption), all as provided in, or pursuant to, a Supplemental Indenture.

Both the principal of and the interest on the Bonds shall be payable in any coin or currency of the United States of America which is legal tender on the respective dates of payment thereof for the payment of public and private debts. Unless otherwise provided in Section 2.11 hereof or in a Supplemental Indenture, the principal of all Bonds shall be payable at the designated corporate trust office of the Paying Agent upon the presentation and surrender of such Bonds as the same shall become due and payable.

Except to the extent otherwise provided in Section 2.11 hereof or in a Supplemental Indenture, interest on any Bond is payable on any Interest Payment Date by check or draft mailed on the Interest Payment Date to the person in whose name that Bond is registered at the close of business on the Regular Record Date for such Interest Payment Date, at his address as it appears on the Bond Register. The Bonds shall bear interest from the Interest Payment Date next preceding the date on which they are authenticated unless authenticated on an Interest Payment Date in which event they shall bear interest from such Interest Payment Date, or unless authenticated before the first Interest Payment Date in which event they shall bear interest from their date; provided, however, that if a Bond is authenticated between a Record Date and the next succeeding Interest Payment Date, such Bond shall bear interest from such succeeding Interest Payment Date; provided further, however, that if at the time of authentication of any Bond interest thereon is in default, such Bond shall bear interest from the date to which interest has been paid. Any interest on any Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register on the date of any such mailing. The foregoing notwithstanding, but subject to the procedures set forth in Section 2.11 hereof, any Owner of Bonds of a Series in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by

wire transfer to such Owner to the bank account number on file with the Trustee and Paying Agent, upon requesting the same in a writing received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Trustee and Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Record Date. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, interest on the Bonds will be computed on the basis of a 360-day year of twelve 30-day months. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by such Bonds on the day before the default occurred.

The Trustee is hereby constituted and appointed as Paying Agent for the Bonds.

SECTION 2.02. Execution. The Bonds shall be executed by the manual or facsimile signature of the Chairperson or Vice Chairperson of the Issuer or by any other member of the Board designated by the Chairperson for such purpose, and the corporate seal of the Issuer shall appear thereon (which may be in facsimile) and shall be attested by the manual or facsimile signature of its Secretary or Assistant Secretary. Bonds executed as above provided may be issued and shall, upon request of the Issuer, be authenticated by the Trustee, notwithstanding that one or both of the officers of the Issuer whose signatures appear on such Bonds shall have ceased to hold office at the time of issuance or authentication or shall not have held office at the date of the Bonds.

SECTION 2.03. Authentication; Authenticating Agent. No Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, and such authentication shall be proof that the Bondholder is entitled to the benefit of the trust hereby created. The Trustee shall at all times serve as Authenticating Agent.

SECTION 2.04. Registration and Registrar. The Trustee is hereby constituted and appointed as the Registrar for the Bonds. The Registrar shall act as registrar and transfer agent for the Bonds. The Issuer shall cause to be kept at an office of the Registrar a register (herein sometimes referred to as the "Bond Register" or "Register") in which, subject to the provisions set forth in Section 2.08 below and such other regulations as the Issuer and Registrar may prescribe, the Issuer shall provide for the registration of the Bonds and for the registration of transfers and exchanges of such Bonds. The Trustee shall notify the Issuer in writing of the specific office location (which may be changed from time to time, upon similar notification) at which the Bond Register is kept. Initially, and until the Trustee provides notice to the Issuer as provided in the immediately preceding sentence, the Bond Register shall be kept at the Trustee's corporate trust office in Orlando, Florida.

SECTION 2.05. Mutilated, Destroyed, Lost or Stolen Bonds. If any Bond shall become mutilated, the Issuer shall execute and the Trustee or Authenticating Agent, as the case may be, shall thereupon authenticate and deliver a new Bond of like Series, tenor and denomination in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee or

Authenticating Agent, as the case may be, of such mutilated Bond for cancellation, and the Issuer and the Trustee or Authenticating Agent, as the case may be, may require reasonable indemnity therefor. If any Bond shall be reported lost, stolen or destroyed, evidence as to the ownership and the loss, theft or destruction thereof shall be submitted to the Issuer and the Trustee or Authenticating Agent, as the case may be; and if such evidence shall be satisfactory to both and indemnity satisfactory to both shall be given, the Issuer shall execute, and thereupon the Trustee or Authenticating Agent, as the case may be, shall authenticate and deliver a new Bond of like Series, tenor and denomination. The cost of providing any substitute Bond under the provisions of this Section shall be borne by the Bondholder for whose benefit such substitute Bond is provided. If any such mutilated, lost, stolen or destroyed Bond shall have matured or be about to mature, the Issuer may, with the consent of the Trustee or Authenticating Agent, as the case may be, pay to the Owner the principal amount of and accrued interest on such Bond upon the maturity thereof and compliance with the aforesaid conditions by such Owner, without the issuance of a substitute Bond therefor.

Every substituted Bond issued pursuant to this Section 2.05 shall constitute an additional contractual obligation of the Issuer, whether or not the Bond alleged to have been destroyed, lost or stolen shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Master Indenture and applicable Supplemental Indenture equally and proportionately with any and all other Bonds of such same Series duly issued hereunder and under such Supplemental Indenture.

All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude any and all other rights or remedies with respect to the replacement or payment of negotiable instruments, investments or other securities without their surrender.

SECTION 2.06. Temporary Bonds. Pending preparation of definitive Bonds, or by agreement with the original purchasers of all Bonds, the Issuer may issue and, upon its request, the Trustee shall authenticate in lieu of definitive Bonds one or more temporary printed or typewritten Bonds of substantially the tenor recited above. Upon request of the Issuer, the Trustee shall authenticate definitive Bonds in exchange for and upon surrender of an equal principal amount of temporary Bonds. Until so exchanged, temporary Bonds shall have the same rights, remedies and security hereunder as definitive Bonds. So long as Cede & Co., or any other nominee of DTC is the registered Owner of the Bonds, the definitive Bonds shall be in typewritten form.

SECTION 2.07. Cancellation and Destruction of Surrendered Bonds. All Bonds surrendered for payment or redemption and all Bonds surrendered for exchange shall, at the time of such payment, redemption or exchange, be promptly transferred by the Registrar, Paying Agent or Authenticating Agent to, and cancelled and disposed of by, the Trustee in accordance with its then current procedures. The Trustee shall deliver to the Issuer a certificate of destruction (or other evidence of destruction) in respect of all Bonds destroyed in accordance with this Section.

SECTION 2.08. Registration, Transfer and Exchange. As provided in Section 2.04 hereof, the Issuer shall cause a Bond Register in respect of the Bonds to be kept at the designated office of the Registrar.

Upon surrender for requisition of transfer of any Bond at the designated office of the Registrar, and upon compliance with the conditions for the transfer of Bonds set forth in this Section 2.08, the Issuer shall execute and the Trustee (as Authenticating Agent and/or Registrar as described in Section 2.03 and Section 2.04 hereof) shall authenticate and deliver, in the name of the designated transferees, one or more new Bonds of a like aggregate principal amount and of the same Series and maturity.

At the option of the Bondholder, Bonds may be exchanged for other Bonds of a like aggregate principal amount and of the same Series and maturity, upon surrender of the Bonds to be exchanged at any such office or agency. Whenever any Bonds are so surrendered for exchange, the Issuer shall execute and the Trustee (as Authenticating Agent and/or Registrar as described in Section 2.03 and Section 2.04 hereof) shall authenticate and deliver the Bonds which the Bondholder making the exchange is entitled to receive.

All Bonds issued upon any transfer or exchange of Bonds shall be valid obligations of the Issuer, evidencing the same debt and entitled to the same benefits under this Master Indenture and applicable Supplemental Indenture as the Bonds of such Series surrendered upon such transfer or exchange.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing.

Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Neither the Issuer nor the Registrar on behalf of the Issuer shall be required (i) to issue, transfer or exchange any Bond during a period beginning at the opening of business fifteen (15) days before the day of mailing of a notice of redemption of Bonds selected for redemption and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Bond so selected for redemption in whole or in part.

SECTION 2.09. Persons Deemed Owners. The Issuer, the Trustee, any Paying Agent, the Registrar, or the Authenticating Agent shall deem and treat the person in whose name any Bond is registered as the absolute Owner thereof (whether or not such Bond shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the Issuer, the Trustee, any Paying Agent, the Registrar or the Authenticating Agent) for the purpose of receiving payment of or on account of the principal or Redemption Price of and interest on such Bond, and for all other purposes, and the Issuer, the Trustee, any Paying Agent, the Registrar and the Authenticating Agent shall not be affected by any notice to the contrary. All such payments so made to any such Owner, or upon his order, shall be valid and, to the

extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable upon any such Bond.

SECTION 2.10. Limitation on Incurrence of Certain Indebtedness. The Issuer will not issue Bonds of any Series, except upon the conditions and in the manner provided or as otherwise permitted in the Indenture, provided that the Issuer may enter into agreements with issuers of Credit Facilities which involve liens on Pledged Revenues on a parity with that of the Bonds or portion thereof which is supported by such Credit Facilities.

SECTION 2.11. Qualification for The Depository Trust Company. To the extent provided in a Supplemental Indenture or authorized and directed by a Resolution of the Issuer authorizing the issuance of a Series of Bonds, the Trustee shall be authorized to enter into agreements with The Depository Trust Company, New York, New York ("DTC") and other depository trust companies, including, but not limited to, agreements necessary for wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC, and other depository trust companies in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC and other depository trust companies (or any of their designees identified to the Trustee) by overnight delivery, courier service, telegram, telecopy or other similar means of communication.

So long as there shall be maintained a book-entry-only system with respect to a Series of Bonds, the following provisions shall apply:

Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, each Series of Bonds shall initially be registered in the name of Cede & Co. as nominee for DTC, which will act initially as securities depository for the Bonds and so long as the Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes hereof. On original issue, such Bonds shall be deposited with DTC, which shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants ("DTC Participants") and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly ("Indirect Participants"). The DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Bonds ("Beneficial Owners").

Principal and interest on the Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC. Disbursal of such amounts to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

The Bonds registered in the name of Cede & Co. shall initially be issued in the form of one fully registered Bond for each maturity of each Series registered in the name of Cede & Co. and shall be held in such form until maturity. Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Bonds, through DTC Participants and Indirect Participants.

DURING THE PERIOD FOR WHICH CEDE & CO. IS REGISTERED OWNER OF THE BONDS, ANY NOTICES TO BE PROVIDED TO ANY REGISTERED OWNER WILL BE PROVIDED TO CEDE & CO. DTC SHALL BE RESPONSIBLE FOR NOTICES TO DTC PARTICIPANTS AND DTC PARTICIPANTS SHALL BE RESPONSIBLE FOR NOTICES TO INDIRECT PARTICIPANTS, AND DTC PARTICIPANTS AND INDIRECT PARTICIPANTS SHALL BE RESPONSIBLE FOR NOTICES TO BENEFICIAL OWNERS.

The Issuer and the Trustee, if appropriate, shall enter into a blanket letter of representations with DTC providing for such book-entry-only system. Such agreement may be terminated at any time by either DTC or the Issuer. In the event of such termination, the Issuer shall select another securities depository. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Bonds in the form of fully registered Bonds in accordance with the instructions from Cede & Co.

In the event DTC, any successor of DTC or the Issuer elects to discontinue the book-entry only system in conformity with the requirements of DTC, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Bonds may be exchanged for an equal aggregate principal amount of Bonds in other Authorized Denominations and of the same maturity and Series upon surrender thereof at the corporate trust office of the Trustee.

### **ARTICLE III ISSUE OF BONDS**

SECTION 3.01. Issue of Bonds. Subject to the provisions of Section 2.01 hereof, the Issuer may issue one or more Series of Bonds hereunder and under Supplemental Indentures from time to time for the purpose of financing the Costs of acquisition or construction of the Project or to refund all or a portion of a Series of Bonds (and to pay the costs of the issuance of such Bonds and to pay the amounts required to be deposited with respect to such Bonds in the Funds and Accounts established under the Indenture). In connection with the issuance of a Series of Bonds the Trustee shall, at the written request of the Issuer, authenticate the Bonds and deliver or cause them to be authenticated and delivered, as specified in the request, but only upon receipt of:

(1) a Certified Resolution of the Issuer (a) approving a Supplemental Indenture under which the Series of Bonds are to be issued; (b) providing the terms of the Bonds and directing the payments to be made into the Funds and Accounts in respect thereof as provided in Article VI hereof; (c) authorizing the execution and delivery of the Series of Bonds to be issued; and (d) if the purpose is to effectuate a refunding, authorizing the redemption, if any, of the Bonds to be refunded and the defeasance thereof, and the execution and delivery of an escrow agreement, if applicable, and other matters contained in Article XIV hereof;

(2) a written opinion or opinions of Counsel to the Issuer, to the effect that (a) all conditions prescribed herein as precedent to the issuance of the Bonds have been fulfilled; (b) the Bonds have been validly authorized and executed and when authenticated and delivered pursuant to the request of the Issuer will be valid obligations

of the Issuer entitled to the benefit of the trust created hereby and will be enforceable in accordance with their terms except as enforcement thereof may be affected by bankruptcy, reorganization, insolvency, moratorium and other similar laws relating to creditors' rights generally and subject to equitable principles, whether in a proceeding at law or in equity; (c) any consents of any Regulatory Bodies required in connection with the issuance of the Bonds have been obtained or can be reasonably expected to be obtained on or prior to the date such consents are required; (d) if the acquisition of any real property or interest therein is included in the purpose of such issue, (i) the Issuer has or can acquire good and marketable title thereto free from all liens and encumbrances except such as will not materially interfere with the proposed use thereof or (ii) the Issuer has or can acquire a valid, subsisting and enforceable leasehold, easement, right-of-way or other interest in real property sufficient to effectuate the purpose of the issue (which opinion may be stated in reliance on the opinion of other Counsel satisfactory to the signer or on a title insurance policy issued by a reputable title company) (clauses (c) and (d) shall not apply in the case of the issuance of a refunding Series of Bonds); and (e) whether a certificate described in Section 3.01(13) hereof is required to be delivered and that such certificate conforms to the requirements of such section;

(3) an opinion of Counsel to the Issuer, which shall also be addressed to the Trustee, to the effect that: (a) the Issuer has good right and lawful authority under the Act to undertake the Project, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body; (b) that the Special Assessment proceedings have been taken in accordance with Florida law and that the Issuer has taken all action necessary to levy and impose the Special Assessments; (c) that the Special Assessments are legal, valid, and binding liens upon the property against which the Special Assessments are made, coequal with the lien of all state, county, district and municipal ad valorem taxes and superior in priority to all other liens, titles and claims against said property then existing or thereafter created, until paid; (d) this Master Indenture and the applicable Supplemental Indenture have been duly and validly authorized, approved, and executed by the Issuer; (e) the issuance of the Series of Bonds has been duly authorized and approved by the Board; and (f) this Master Indenture and the applicable Supplemental Indenture (assuming due authorization, execution and delivery by the Trustee) constitutes a binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms except as enforcement thereof may be affected by bankruptcy, reorganization, insolvency, moratorium and other similar laws relating to creditors' rights generally and subject to equitable principles, whether in a proceeding at law or in equity;

(4) a Consulting Project Engineer's certificate addressed to the Issuer and the Trustee setting forth the estimated cost of the Project, and in the case of an acquisition by the Issuer of all or a portion of the Project that has been completed, stating, in the signer's opinion, (a) that the portion of the Project improvements to be acquired from the proceeds of such Bonds have been completed in accordance with the plans and specifications therefor; (b) to the best of his knowledge, the Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the Issuer for the Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual Costs

of construction of such components of the Project; and (d) the plans and specifications for the Project improvements have been approved by all Regulatory Bodies required to approve them (specifying such Regulatory Bodies) or such approval can reasonably be expected to be obtained; provided, however, that in lieu of the information required in clause (a), there may be delivered to the Trustee satisfactory evidence of the acceptance of operational and maintenance responsibility of each component of the Project by one or more governmental entities (the foregoing shall not be applicable in the case of the issuance of a refunding Series of Bonds);

(5) a copy of the Supplemental Indenture for such Bonds, certified by the Secretary or Assistant Secretary of the Issuer as being a true and correct copy thereof;

(6) the proceeds of the sale of such Bonds together with any required equity deposit by a Landowner or other third party;

(7) any Credit Facility authorized by the Issuer in respect to such Bonds;

(8) one or more Certified Resolutions of the Issuer relating to the levy of Special Assessments in respect of the Project, and evidencing that the Issuer has undertaken and, to the extent then required under applicable law, completed all necessary proceedings, including, without limitation, the approval of assessment rolls, the holding of public hearings, the adoption of resolutions and the establishment of all necessary collection procedures, in order to levy and collect Special Assessments upon the District Lands in an amount sufficient to pay the Debt Service Requirement on the Bonds to be issued;

(9) an executed opinion of Bond Counsel;

(10) a written direction of the Issuer to the Trustee to authenticate and deliver such Bonds;

(11) a copy of a Final Judgment of validation and a Certificate of No Appeal with respect to the Bonds that are subject to validation;

(12) a collateral assignment from the developer(s) of the District Lands to the Issuer of the Project Documents;

(13) if at the time of issuance of a Series of Bonds a majority of the members of the Board of Supervisors of the District are not elected by qualified electors pursuant to the Act, a certificate of the Majority Landowner and any other developer(s) of the District Lands in form and substance satisfactory to the Issuer and Bond Counsel (a "Developer's Certificate") which provides: (a) the number of residential units expected to be constructed and developed on the District Lands owned thereby, together with a representation to the effect that the person or entity executing the Developer's Certificate expects to proceed with due diligence and all reasonable speed to construct and sell the residential units to members of the general public who are unrelated to the Majority Landowner or developer, as appropriate, including an estimate of the timing expected



with respect to such construction and sale, (b) certifications that (i) the District was not organized and will not be operated to perpetuate private control by the Majority Landowner, any developer or other nongovernmental persons and (ii) upon completion of the relevant portion of the District Lands, it is expected that at least 250 of the owners or occupants of such residential units will qualify as a "qualified elector" within the meaning of Section 190.006 of the Act, and therefore will be eligible to vote for the members of the Board of Supervisors of the District, (c) a representation of the Majority Landowner that during the development period of the District Lands, and until such time as a majority of the members of the Board of Supervisors of the District are elected by qualified electors pursuant to the Act, the Majority Landowner expects to elect a majority of the members of the Board of Supervisors of the District, will require that all members of the Board of Supervisors elected thereby comply with all provisions of the Act, and that all members of the Board so elected by the Majority Landowner will act only in furtherance of the public purposes described in the Act, (d) a representation that the Project is and will continue to be facilities that: (i) are permitted to be financed under the Act, (ii) will be owned by the District or such other governmental entity, (iii) will carry out an essential governmental function for the benefit of the general public, including residents of the Development, and (iv) will be available to the general public either free of charge or at reasonable rates that are generally applicable and uniformly applied, and no portion of the Project will consist of commercial or industrial facilities, or improvements to property that will be owned by the Majority Landowner or developer or any other nongovernmental person, (e) as of the date of issuance of the Series of Bonds, the Majority Landowner or other developer(s) does not expect to be required to make any payment under any applicable "true-up" agreement, and (f) a representation that the Majority Landowner or developer, as appropriate, executing the Developer's Certificate understands that Bond Counsel will rely on the representations and certifications provided therein in giving its opinion that interest on the Series of Bonds is excluded from gross income for federal income tax purposes;

(14) in the case of the issuance of a refunding Series of Bonds, an Officer's Certificate of the Issuer stating: (a) the intended use of the proceeds of the refunding Series of Bonds; (b) the Bonds to be refunded; (c) any other amounts available for such purpose; (d) that the proceeds of the issue plus the other amounts, if any, stated to be available for the purpose will be sufficient to refund the Bonds to be refunded in accordance with the refunding plan and in compliance with Article XIV of this Master Indenture, including, without limitation, to pay the Costs of issuance of such Bonds, and (e) that notice of redemption, if applicable, of the Bonds to be refunded has been duly given or that provision has been made therefor, as applicable;

(15) in the case of the issuance of a refunding Series of Bonds, a written opinion of Bond Counsel to the effect that the issuance of such Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any Bonds issued pursuant to the Indenture (to the extent that upon original issuance thereof such Bonds were issued as Bonds the interest on which is excludable from gross income for federal income tax purposes); and

(16) such other documents, certifications and opinions as shall be required by the Supplemental Indenture, by the Participating Underwriter or the initial purchaser of a Series of Bonds or by the Issuer or the Trustee upon advice of counsel.

At the option of the Issuer, any or all of the matters required to be stated in the Certified Resolution described in (1) above may instead be stated in a Supplemental Indenture, duly approved by a Certified Resolution of the Issuer. Execution of a Series of the Bonds by the Issuer shall be conclusive evidence of satisfaction of the conditions precedent, set forth in this Article, as to the Issuer and the Underwriter.

#### **ARTICLE IV ACQUISITION AND CONSTRUCTION OF PROJECT**

SECTION 4.01. Project to Conform to Plans and Specifications; Changes. The Issuer will proceed to complete any Project or portion thereof for which any Series of Bonds is being issued in accordance with the plans and specifications therefor, as such plans and specifications may be amended from time to time, and subject to the specific requirements of the Supplemental Indenture for such Series of Bonds.

SECTION 4.02. Compliance Requirements. The Issuer will comply with all present and future laws, acts, rules, regulations, orders and requirements lawfully made and applicable in fact to any acquisition or construction hereby undertaken and shall obtain all necessary approvals under federal, state and local laws, acts, rules and regulations necessary for the acquisition, completion and operation of any Project or portion thereof for which any Series of Bonds is being issued and shall complete any Project or portion thereof in conformity with such approvals, laws, rules and regulations. Prior to the completion of the Project, in the event that any developer of the District Lands shall fail to pay, when due, any Special Assessments levied against lands within the Issuer owned by the developer or any affiliated entity thereof, the Issuer shall immediately take all actions necessary, to the extent revenues of the Issuer are legally available for such purpose, to complete the Project including, without limitation, taking control of the Project Documents.

#### **ARTICLE V ACQUISITION AND CONSTRUCTION FUND**

SECTION 5.01. Acquisition and Construction Fund. The Trustee shall establish an Acquisition and Construction Fund into which shall be deposited the proceeds from each Series of Bonds issued under the Indenture (unless otherwise specified herein or in the applicable Supplemental Indenture for a Series of Bonds) and from which Costs may be paid as set forth herein and in the applicable Supplemental Indenture. Unless otherwise specified in the applicable Supplemental Indenture, a separate Series Account shall be established in the Acquisition and Construction Fund with respect to each Series of Bonds issued hereunder and the proceeds of each Series of Bonds (other than Bonds issued to refund all or a portion of the Bonds) shall be deposited into the corresponding Series Account in the Acquisition and Construction Fund. The amounts in any Series Account of the Acquisition and Construction Fund, until applied as hereinafter provided, shall be held for the security of the Series of Bonds

hereunder in respect of which such Series Account was established. Separate subaccounts within any Series Account of the Acquisition and Construction Fund shall be maintained by the Trustee in respect of each Series of Bonds upon request of the Issuer whenever, in the opinion of the Issuer, it is appropriate to have a separate written accounting in respect of the Costs of any designated portion of the Project. Payments shall be made from the appropriate Series Account of the Acquisition and Construction Fund to pay any unpaid Costs of Issuance of the Series of Bonds in question, including without limitation, legal, engineering, and consultants' fees and to pay amounts to be reimbursed to the Issuer for Costs advanced, and thereafter to pay Costs of planning, financing, acquisition, construction, reconstruction, equipping and installation of the Project or portion thereof.

(a) *Deposits.* In addition to the deposit of amounts received by the Trustee on the date of issuance of each Series of Bonds, the Issuer shall pay or cause to be paid to the Trustee, for deposit into the Series Account of the Acquisition and Construction Fund, as promptly as practicable, the following amounts:

(i) Subject to the provisions of Section 9.23 hereof, payments made to the Issuer from the sale, lease or other disposition of the Project or any portion thereof;

(ii) Subject to the provisions of Section 9.14 hereof, the balance of insurance proceeds with respect to the loss or destruction of the Project or any portion thereof; and

(iii) Deposits made by any developer of the District Lands pursuant to the terms and provisions of a developer funding agreement.

Amounts in the applicable Series Account of the Acquisition and Construction Fund shall be applied to pay the Cost of the Project or a portion thereof, as applicable, pertaining to the Series of Bonds in question; provided, however, that if any amounts remain in the Series Account of the Acquisition and Construction Fund after the Completion Date (as defined in paragraph (c) below) of the Project or portion thereof pertaining to the Series of Bonds in question, and if such amounts are not reserved for payment of any remaining part of the Cost of the Project as directed in writing by the Issuer, such amounts shall be transferred to the applicable Series Account of the Bond Redemption Fund for application to the redemption of Bonds of the Series to which such proceeds relate, as set forth in Section 6.06 hereof or in the applicable Supplemental Indenture.

(b) *Disbursements.* Unless provided otherwise in a Supplemental Indenture, all payments from the Acquisition and Construction Fund shall be paid in accordance with the provisions of this subsection. Moneys in the appropriate Series Account of the Acquisition and Construction Fund shall be disbursed by check, voucher, order, draft, certificate or warrant signed by any one or more officers or employees of the Trustee legally authorized to sign such items or by wire transfer to an account specified by the payee upon satisfaction of the conditions for disbursement set forth in this subsection (b). Before any such payment shall be made, the Issuer shall file with the Trustee a fully executed requisition in the form of Exhibit D attached hereto, signed by a Responsible Officer and, except for payments of cost of issuance, a certificate of the Consulting Engineer signed by a consulting engineer also in the form of Exhibit D attached hereto and as may be modified by terms of the related Supplemental Indenture. Upon

receipt of each such requisition and accompanying certificate, the Trustee shall promptly withdraw from the appropriate Series Account of the Acquisition and Construction Fund and pay to the person, firm or corporation named in such requisition the amount designated in such requisition. The Trustee shall have no duty to investigate the accuracy or validity of the items delivered pursuant to this section. All requisitions and certificates received by the Trustee pursuant to this Section 5.01 shall be retained in the possession of the Trustee, subject at all reasonable times to the inspection of the Issuer, the Consulting Engineer, the Owner of any Bonds, and the agents and representatives thereof. The Trustee shall have no duty to verify that the disbursement of funds pursuant to a requisition is for a purpose for which payment may be made hereunder and the Trustee may conclusively rely that a properly signed requisition is, on its face, sufficient to disburse funds from the Acquisition and Construction Fund.

(c) *Completion of Project.* On the date of completion of the Project or if sufficient moneys are retained in the appropriate Series Account of the Acquisition and Construction Fund, to complete the Cost of the Project, in either case, as evidenced by the delivery of a Certificate of the Consulting Engineer and adoption of a resolution by the Board accepting the Project as provided by Section 170.09, Florida Statutes, as amended (the "Completion Date"), the balance in the appropriate Series Account of the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the Project shall be transferred by the Trustee to, and deposited in, the applicable Series Account of the Bond Redemption Fund and applied as provided in Section 6.06 hereof and in the applicable Supplemental Indenture.

## **ARTICLE VI SPECIAL ASSESSMENTS; APPLICATION THEREOF TO FUNDS AND ACCOUNTS**

SECTION 6.01. Special Assessments; Lien of Indenture on Pledged Revenues. The Issuer hereby covenants that it shall levy Special Assessments in the amount necessary to pay the Debt Service Requirement on Bonds issued and Outstanding hereunder and enforce such Special Assessments pursuant to the Act, Chapter 170 or Chapter 197, Florida Statutes, or any successor statutes, as applicable.

The Issuer shall, within five (5) Business Days of receipt thereof, pay to the Trustee for deposit in the Series Account of the Revenue Fund established under Section 6.03 hereof all Special Assessments received by the Issuer from the levy thereof on the District Lands subject to assessments for the payment of the related Series of Bonds; provided, however, that amounts received as prepayments of Special Assessments shall be deposited directly into the applicable Series Account within the Bond Redemption Fund established hereunder or in any account thereof established pursuant to the applicable Supplemental Indenture. The Issuer shall notify the Trustee in writing at the time of deposit of any amounts received as prepayments of Special Assessments and shall identify the related Series of Bonds. If necessary, the Issuer shall direct the Landowner making such prepayment to specify what Series of Bonds such prepayments relate.

There are hereby pledged for the payment of the principal or Redemption Price of and interest on all Bonds of each Series issued and Outstanding under the Indenture and all

reimbursements due to any Credit Facility Issuer for any drawing with respect to such Series of Bonds on its Credit Facility, including, without limitation, interest thereon, as required under the terms of the applicable Credit Facility Agreement, the Pledged Revenues; provided, however, that unless otherwise specifically provided herein or in a Supplemental Indenture relating to a Series of Bonds with respect to the Pledged Revenues securing such Series of Bonds, the Pledged Revenues securing a Series of Bonds shall secure only such Series of Bonds and Bonds issued on a parity therewith and shall not secure any other Bonds or Series of Bonds. The Pledged Revenues shall immediately be subject to the lien and pledge of the Indenture without any physical delivery hereof or further act; provided, however, that the lien and pledge of the Indenture shall not apply to any moneys transferred by the Trustee to the Rebate Fund. The foregoing notwithstanding, to the extent provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, such Series of Bonds may be made payable from and secured by less than all of the Pledged Revenues, and any one or more of the provisions of this Master Indenture may be made inapplicable to such Series of Bonds, all as more specifically provided in the corresponding Supplemental Indenture; provided, however, that any such provisions shall apply only to the particular Series of Bonds authorized by such Supplemental Indenture and shall not affect in any manner whatsoever any Outstanding Series of Bonds.

SECTION 6.02. Funds and Accounts Relating to the Bonds. The Funds and Accounts specified in this Article VI shall be established under this Master Indenture and each Supplemental Indenture pursuant to which a Series of Bonds is issued for the benefit of the specific Series of Bonds issued pursuant to such Supplemental Indenture and any Series issued on a parity therewith and, unless expressly otherwise provided in said Supplemental Indenture, shall not apply to Bonds Outstanding hereunder issued under any other indenture supplemental hereto. Unless provided otherwise by Supplemental Indenture, all moneys, including, without limitation, proceeds of a Series of Bonds, on deposit to the credit of the Funds and Accounts established hereunder and under a Supplemental Indenture (except for moneys transferred to the Rebate Fund) shall be pledged to the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series of Bonds issued hereunder and under such Supplemental Indenture, and any Series issued on a parity therewith.

SECTION 6.03. Revenue Fund. The Trustee is hereby authorized and directed to establish a Revenue Fund and pursuant to a Supplemental Indenture a Series Account for each Series of Bonds issued hereunder, into which the Trustee shall immediately deposit any and all Special Assessments received from the levy thereof on the District Lands or any portion thereof (other than Prepayments) and any amounts received as the result of any foreclosure, sale of tax certificates or other remedial action for nonpayment of Special Assessments for the payment of the related Series of Bonds and other payments required hereunder or under the applicable Supplemental Indenture (unless such Special Assessments and/or other payments are specifically designated by the Issuer pursuant to a Supplemental Indenture for deposit into the Rebate Fund or any other Fund or Account established hereunder or under a Supplemental Indenture) and each Series Account therein shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee. The Trustee shall transfer from amounts on deposit in the Series Account in the Revenue Fund to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority unless other times and/or priorities are established in a Supplemental Indenture with respect to a Series of Bonds:

FIRST, upon receipt but no later than the Business Day preceding the first May 1 for which there is an insufficient amount from Bond proceeds (or investment earnings thereon) on deposit in the applicable Series Interest Account of the Debt Service Fund to be applied to the payment of interest on the Bonds of a Series due on the next succeeding May 1, and no later than the Business Day next preceding each May 1 thereafter while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Interest Account of the Debt Service Fund, an amount equal to the interest on the related Series of Bonds becoming due on the next succeeding May 1, less any amount on deposit in such Interest Account not previously credited;

SECOND, beginning on the date set forth in the related Supplemental Indenture, and no later than the Business Day next preceding each May 1 or November 1, as designated in the applicable Supplemental Indenture thereafter while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Principal Account of the Debt Service Fund, an amount equal to the principal amount of Bonds of such Series maturing on the next succeeding principal payment date, less any amount on deposit in the applicable Series Principal Account not previously credited;

THIRD, beginning on the date set forth in the related Supplemental Indenture, and no later than the Business Day next preceding each May 1 or November 1, as so designated in the applicable Supplemental Indenture thereafter while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Sinking Fund Account of the Debt Service Fund, an amount equal to the principal amount of Bonds of such Series subject to mandatory sinking fund redemption on the next succeeding mandatory sinking fund redemption date, less any amount on deposit in the applicable Series Sinking Fund Account not previously credited;

FOURTH, upon receipt but no later than the Business Day preceding the first [ ] 1] for which there remains an insufficient amount from Bond proceeds (or investment earnings thereon) on deposit in the applicable Series Interest Account to be applied to the payment of interest on the Bonds of a Series due on the next succeeding [ ] 1], and no later than the Business Day next preceding each [ ] 1] thereafter while Bonds of such Series issued under the Indenture remain Outstanding, to the applicable Series Interest Account of the Debt Service Fund, an amount equal to the interest on the Bonds of such Series becoming due on the next succeeding [ ] 1], less any amount on deposit in the applicable Series Interest Account not previously credited;

FIFTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Account of the Debt Service Reserve Fund, if any, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Debt Service Reserve Requirement;

SIXTH, subject to the following paragraph, the balance of any moneys remaining in a Series Account of the Revenue Fund after making the foregoing deposits shall remain therein.

Except as otherwise provided in a Supplemental Indenture, the Trustee shall retain any moneys held for the credit of the Revenue Fund which are not otherwise required to be deposited pursuant to this Section and apply such amounts on subsequent dates for the purposes and in the priority set forth above. Notwithstanding the foregoing, if pursuant to any Arbitrage Certificate it is necessary to make a deposit in the Rebate Fund, the Issuer shall direct the Trustee to make such deposit thereto. Prepayments pledged to a particular Series of Bonds shall be deposited directly into the applicable Series Account of the Bond Redemption Fund as provided herein.

SECTION 6.04. Debt Service Fund. The Trustee is hereby authorized and directed to establish a Debt Service Fund which shall consist of amounts deposited therein by the Trustee and any other amounts the Issuer may pay to the Trustee for deposit therein with respect to the related Series of Bonds. The Debt Service Fund shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee. The Trustee shall establish within the Debt Service Fund pursuant to a Supplemental Indenture, a Series Principal Account, a Series Interest Account and, if applicable, a Series Sinking Fund Account for each Series of Bonds and a Series Capitalized Interest Account, which accounts shall be separate and apart from all other Funds and Accounts established under the Indenture and from all other moneys of the Trustee.

The Trustee at all times shall make available to any Paying Agent the funds in the Series Principal Account and the Series Interest Account of the Debt Service Fund to pay the principal of the applicable Series of Bonds as they mature upon surrender thereof and the interest on the applicable Series of Bonds as it becomes payable, respectively. When a Series of Bonds is redeemed, the amount, if any, in the Debt Service Fund representing interest thereon shall be applied to the payment of accrued interest in connection with such redemption.

The Trustee shall apply moneys in the Series Sinking Fund Account in the Debt Service Fund for purchase or redemption of the applicable Series of Bonds in amounts and maturities set forth in the Supplemental Indenture. Whenever Bonds of a Series are to be purchased out of such Series Sinking Fund Account, if the Issuer shall notify the Trustee in writing that the Issuer wishes to arrange for such purchase, the Trustee shall comply with the Issuer's arrangements provided they conform to the Indenture.

Except to the extent otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, purchases and redemptions out of the Series Sinking Fund Account shall be made as follows:

(a) The Trustee shall apply the amounts required to be transferred to the Series Sinking Fund Account (less any moneys applied to the purchase of Bonds of the applicable Series pursuant to the next sentence hereof) on the mandatory sinking fund redemption date in each of the years set forth in the Supplemental Indenture to the redemption of Bonds of the related Series in the amounts, manner and maturities and on the dates set forth in the Supplemental Indenture, at a Redemption Price of 100% of the principal amount thereof. At the written direction of the Issuer, the Trustee shall apply moneys from time to time available in the Series Sinking Fund Account to the purchase of Bonds of the applicable Series which mature in the aforesaid years, at prices not higher than the principal amount thereof, in lieu of redemption as aforesaid, provided that firm purchase commitments can be made before the

notice of redemption would otherwise be required to be given. In the event of purchases at less than the principal amount thereof, the difference between the amount in the Series Sinking Fund Account representing the principal amount of the Bonds so purchased and the purchase price thereof (exclusive of accrued interest) shall be transferred to the related Series Interest Account of the Debt Service Fund.

(b) Accrued interest on purchased Bonds of a Series shall be paid from the related Series Interest Account of the Debt Service Fund.

(c) In lieu of paying the Debt Service Requirements necessary to allow any mandatory redemption of Bonds of a Series from the related Series Sinking Fund Account, the Issuer may present to the Trustee Bonds of such Series purchased by the Issuer pursuant to subparagraph (a) above and furnished for such purposes; provided, however, that no Bonds of such Series so purchased shall be credited towards the Debt Service Requirements in respect of the mandatory redemption of Bonds of such Series for which notice of redemption has been given pursuant to Section 8.02 of this Master Indenture. Any Bond so purchased shall be presented to the Trustee for cancellation. In such event, the Debt Service Requirements with respect to the Bonds of a Series for the period in which the purchased Bonds are presented to the Trustee shall, for all purposes hereunder, be reduced by an amount equal to the aggregate principal amount of any such Bonds so presented.

**SECTION 6.05. Debt Service Reserve Fund.** The Trustee is hereby authorized and directed to establish a Debt Service Reserve Fund and, if applicable, pursuant to a Supplemental Indenture a Series Account for each Series of Bonds issued hereunder. The Debt Service Reserve Fund and each Series Account therein shall be held by the Trustee solely for the benefit of each related Series of Bonds or sub-Series, as determined by the applicable Supplemental Indenture; provided, however, that notwithstanding anything to the contrary contained in this Master Indenture, the Supplemental Indenture authorizing the issuance of a Series of Bonds may provide that the Debt Service Reserve Fund is not applicable and no account therein shall secure such Series of Bonds. The Debt Service Reserve Fund and each Series Account therein shall constitute an irrevocable trust fund to be applied solely as set forth herein and shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee. Unless otherwise provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, on the date of issuance and delivery of a Series of Bonds an amount of Bond proceeds or equity equal to the Debt Service Reserve Requirement in respect of such Series of Bonds, calculated as of the date of issuance and delivery of such Series of Bonds, shall be deposited in the related Series Account of the Debt Service Reserve Fund. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, and as long as there exists no default under the Indenture and the amount in the Series Account of the Debt Service Reserve Fund is not reduced below the then applicable Debt Service Reserve Requirement with respect to such Series of Bonds, earnings on investments in the Series Account of the Debt Service Reserve Fund shall, prior to the Completion Date of a Project, be transferred to the applicable Series Account of the Acquisition and Construction Fund, and after the Completion Date, shall be transferred to the related Series Account of the Revenue Fund. Otherwise, earnings on investments in each Series Account of the Debt Service Reserve Fund shall be retained therein until applied as set forth herein. Unless otherwise provided in a Supplemental Indenture, in the event that the amount in a Series Account of the Debt Service



Reserve Fund exceeds the Debt Service Reserve Requirement with respect to such Series of Bonds due to a decrease in the then applicable Debt Service Reserve Requirement as a result of a Prepayment of Special Assessments, which Special Assessments are pledged for the payment and security of such Series of Bonds, the excess amount shall be transferred from the Series Account or Subaccount of the Debt Service Reserve Fund to the applicable Series Account of the Bond Redemption Fund established for such Series of Bonds and shall constitute a credit against such Prepayment. In the event that the amount in a Series Account of the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement with respect to such Series of Bonds due to a decrease in the then applicable Debt Service Reserve Requirement for any other reason, the excess amount shall, unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, be transferred from the Series Account of the Debt Service Reserve Fund to the related Series Account or subaccount of the Bond Redemption Fund.

Whenever for any reason on an Interest Payment Date, principal payment date or mandatory redemption date with respect to a related Series of Bonds secured by a Series Account of the Debt Service Reserve Fund the amount in the related Series Interest Account, the related Series Principal Account or the related Series Sinking Fund Account, as the case may be, is insufficient to pay all amounts payable on such Series of Bonds therefrom on such payment dates, the Trustee shall, without further instructions, transfer the amount of any such deficiency from the related Series Account of the Debt Service Reserve Fund into the related Series Interest Account, the related Series Principal Account and the related Series Sinking Fund Account, as the case may be, with priority to the related Series Interest Account and then, proportionately according to the respective deficiencies therein, to the related Series Principal Account and the related Series Sinking Fund Account, to be applied to pay the Series of Bonds secured by the Series Account of the Debt Service Reserve Fund.

Notwithstanding the foregoing, in lieu of the required deposits into the related Series Account of the Debt Service Reserve Fund, the Issuer may cause to be deposited into the Series Account of the Debt Service Reserve Fund a Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit, either in lieu of any cash amount required to be deposited therein in connection with the issuance of any Series of Bonds or in substitution for the full amounts then on deposit therein or in an amount equal to the difference between the amount required to be deposited and the sum, if any, then on deposit in the Series Account of the Debt Service Reserve Fund, which Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit shall be payable (upon the giving of notice as required thereunder) on any Interest Payment Date or principal payment date on which a deficiency exists which cannot be remedied by moneys in any other Fund or Account held pursuant to the Indenture and available for such purpose. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, if any such Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit is substituted for moneys on deposit in the Series Account of the Debt Service Reserve Fund, or if at any time there are excess moneys in the Series Account of the Debt Service Reserve Fund, the excess moneys in the Series Account of the Debt Service Reserve Fund shall be transferred to and deposited in the related Series Account or Subaccount of the Revenue Fund. If a disbursement is made from a Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit, the Issuer shall be obligated to either reinstate the maximum limits of such Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit immediately following such disbursement or to deposit into the Series Account of the Debt

Service Reserve Fund, as provided in the Indenture for restoration of withdrawals from the Series Account of the Debt Service Reserve Fund, funds in the amount of the disbursement made under such Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit.

In the event that upon the occurrence of any deficiency in a Series Interest Account, a Series Principal Account or a Series Sinking Fund Account, the Series Account of the Debt Service Reserve Fund is then funded with a Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, the Trustee shall, on an Interest Payment Date or principal payment date or mandatory redemption date to which such deficiency relates, draw upon the Debt Service Reserve Letter of Credit or cause to be paid under the Debt Service Reserve Insurance Policy an amount sufficient to remedy such deficiency, in accordance with the terms and provisions of the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, as applicable, and any corresponding reimbursement or other agreement governing the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy; provided, however, that if at the time of such deficiency the Series Account of the Debt Service Reserve Fund is only partially funded with a Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, prior to drawing on the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, as applicable, the Trustee shall first apply any cash and securities on deposit in the Series Account of the Debt Service Reserve Fund to remedy the deficiency in accordance with the second paragraph of this Section 6.05 and, if after such application a deficiency still exists, the Trustee shall make up the balance of the deficiency by drawing on the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, as provided in this sentence. Amounts drawn on the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, as applicable, shall be applied as set forth in the second paragraph of this Section 6.05. Any amounts drawn under a Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy shall be reimbursed to the issuer thereof in accordance with the terms and provisions of the reimbursement or other agreement governing such Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy.

**SECTION 6.06. Bond Redemption Fund.** The Trustee is hereby authorized and directed to establish a Bond Redemption Fund and a Series Account therein for each Series of Bonds issued hereunder into which shall be deposited moneys, unless otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, in the amounts and at the times provided in Sections 5.01, 6.01, 6.03, 6.05, 9.08(d) and 9.14(c) of this Master Indenture. The Series Account within the Bond Redemption Fund shall constitute an irrevocable trust fund to be applied solely as set forth in the applicable Supplemental Indenture for the related Series of Bonds and shall be held by the Trustee separate and apart from all other Funds and Accounts held under such Indenture and from all other moneys of the Trustee. All earnings on investments held in the Series Account within the Bond Redemption Fund shall be retained therein and applied as set forth below.

Moneys in the Series Account within the Bond Redemption Fund (including all earnings on investments held in the Series Account within the Bond Redemption Fund) shall be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, to make such deposits into the Rebate Fund created and established under this Master Indenture as the Issuer may direct in accordance with an arbitrage rebate agreement, such moneys thereupon to be used solely for the purposes specified in said arbitrage rebate agreement. Any moneys so transferred from the Series Account within the Bond Redemption Fund to the Rebate Fund shall thereupon be free from the lien and pledge of the related Indenture;

SECOND, to be used to call for redemption pursuant to clause (b) of Section 8.01 hereof an amount of Bonds of the applicable Series equal to the amount of money transferred to the Series Account within the Bond Redemption Fund pursuant to the aforesaid clauses or provisions, as appropriate, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in such clauses or provisions, as appropriate; and

THIRD, the remainder to be utilized by the Trustee, at the direction of a Responsible Officer, to call for redemption on each Interest Payment Date or other date on which Bonds of the applicable Series are subject to optional redemption pursuant to Section 8.01(a) hereof such amount of Bonds of the applicable Series as, with the redemption premium, may be practicable; provided, however, that not less than Five Thousand Dollars (\$5,000) principal amount of Bonds of the applicable Series shall be called for redemption at one time.

Any such redemption shall be made in accordance with the provisions of Article VIII of this Master Indenture and the applicable provisions of the related Supplemental Indenture. The Issuer shall pay all expenses in connection with such redemption.

SECTION 6.07. Drawings on Credit Facility. With respect to Bonds in respect of which there has been issued a Credit Facility, the Trustee shall draw on the Credit Facility, in accordance with the provisions for drawing under such Credit Facility, and within the requisite time period, all as set forth in the Credit Facility Agreement or the Supplemental Indenture.

SECTION 6.08. Procedure When Funds Are Sufficient to Pay All Bonds of a Series. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, if at any time the moneys held by the Trustee in the Funds (other than the moneys in the Rebate Fund) and Accounts hereunder and under a Supplemental Indenture and available therefor are sufficient to pay the principal or Redemption Price of, as the case may be, and interest on all Bonds of a Series then Outstanding under such Indenture to maturity or prior redemption, together with any amounts due the Issuer and the Trustee, Paying Agent, Registrar and Credit Facility Issuer, if any, the Trustee, at the direction of the Issuer, shall apply the amounts in the Series Funds and Series Accounts to the payment of the aforesaid obligations and the Issuer shall not be required to pay over any further Pledged Revenues with respect to such Series of Bonds unless and until it shall appear that there is a deficiency in the Funds and Accounts held by the Trustee.

SECTION 6.09. Certain Moneys to Be Held for Series Bondholders Only. Each Series of Bonds issued pursuant to this Master Indenture and the related Supplemental Indenture shall be secured by Pledged Revenues, as set forth herein, and otherwise may be secured by such

additional Funds and Accounts and other security (including, but not limited to, Credit Facilities) established by the pertinent Supplemental Indenture. Moneys and investments in the various Funds and Accounts created under a Supplemental Indenture expressly and solely for the benefit of the Series of Bonds issued under such Supplemental Indenture shall be held in trust by the Trustee for the benefit of the Holders of, and Credit Facility Issuer with respect to, Bonds of that Series only.

SECTION 6.10. Unclaimed Moneys. In the event any Bond shall not be presented for payment when the principal of such Bond becomes due, either at maturity or at the date fixed for redemption of such Bond or otherwise, if amounts sufficient to pay such Bond have been deposited with the Trustee for the benefit of the owner of the Bond and have remained unclaimed for two (2) years after the date payment thereof becomes due shall, upon request of the Issuer, if the Issuer is not at the time to the actual knowledge of a Responsible Officer of the Trustee in default with respect to any covenant in this Master Indenture, any Supplemental Indenture or the Bonds contained, be paid to the Issuer; and the Owners of the Bonds for which the deposit was made shall thereafter be limited to a claim against the Issuer; provided, however, that the Trustee, before making payment to the Issuer, may, at the expense of the Issuer, cause a notice to be published in an Authorized Newspaper, stating that the money remaining unclaimed will be returned to the Issuer after a specified date.

SECTION 6.11. Rebate Fund. The Trustee is hereby authorized and directed to establish a Rebate Fund. Unless provided otherwise in a Supplemental Indenture, the Trustee shall transfer monies from the applicable Series Account in the Revenue Fund and deposit the same to the Rebate Fund, and shall make payments therefrom at the times and in the amounts as directed by the Issuer in writing that are required to comply with the covenants in the applicable Arbitrage Certificate. If so directed by the Issuer in writing, the Trustee shall create one or more Series Accounts within the Rebate Fund relating to one or more particular Series of Bonds.

(a) All amounts held in the Rebate Fund shall be governed by this Section and the applicable Arbitrage Certificate. The Trustee shall be entitled to rely on the rebate calculations obtained from the rebate analyst retained by the Issuer pursuant to any Arbitrage Certificate and the Trustee shall not be responsible for any loss or damage resulting from any good faith action taken or omitted to be taken by the Issuer in reliance upon such calculations.

(b) Pursuant to the applicable Arbitrage Certificate, the Trustee shall remit all rebate installments and a final rebate payment to the United States. The Trustee shall have no obligation to pay any amounts required to be rebated pursuant to this Section and the applicable Arbitrage Certificate, other than at the direction of the Issuer and from moneys held in the Rebate Fund or from other moneys provided to it by the Issuer. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any arbitrage rebate shall be withdrawn and paid to the Issuer.

(c) Notwithstanding any other provision of this Indenture, including in particular Article XIV hereof, the obligation to pay arbitrage rebate to the United States and to comply with all other requirements of this Section and the Arbitrage Certificate shall survive the defeasance or payment in full of the Bonds.

(d) The Trustee shall not be deemed to have constructive knowledge of the Code or regulations, rulings and judicial decisions concerning the Code.

## **ARTICLE VII**

### **SECURITY FOR AND INVESTMENT OR DEPOSIT OF FUNDS**

SECTION 7.01. Deposits and Security Therefor. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, all moneys received by the Trustee under a Supplemental Indenture for deposit in any Fund or Account established under this Master Indenture or such Supplemental Indenture shall be considered trust funds, shall not be subject to lien or attachment, except for the lien created by this Master Indenture and the related Supplemental Indenture, and shall be deposited with the Trustee, until or unless invested or deposited as provided in Section 7.02 hereof. All deposits of moneys received by the Trustee under this Master Indenture or such Supplemental Indenture (whether original deposits under this Section 7.01 or deposits or redeposits in time accounts under Section 7.02) shall, to the extent not insured, and to the extent permitted by law, be fully secured as to both principal and interest earned, by Investment Securities of the types set forth in the definition of Investment Securities and the provisions thereof. If at any time the Trustee is unwilling to accept such deposits or unable to secure them as provided above, the Trustee may deposit such moneys with any other depository which is authorized to receive them and the deposits of which are insured by the Federal Deposit Insurance Corporation (including the FDIC Savings Association Insurance Fund). All deposits in any other depository in excess of the amount covered by insurance (whether under this Section 7.01 or Section 7.02 as aforesaid) shall, to the extent permitted by law, be fully secured as to both principal and interest earned, in the same manner as required herein for deposits with the Trustee. Such security shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than \$50,000,000.

SECTION 7.02. Investment or Deposit of Funds. The Trustee shall, as directed by the Issuer in writing, invest moneys held in the Series Accounts in the Debt Service Fund and any Series Account within the Bond Redemption Fund created under any Supplemental Indenture only in Government Obligations and securities described in subparagraphs (iii), (iv), (v), (vi), (ix), (x) or (xi) of the definition of Investment Securities unless the applicable Supplemental Indenture provides for alternate investments. Except to the extent otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, the Trustee shall, as directed by the Issuer in writing, invest moneys held in any Series Account of the Debt Service Reserve Fund in Investment Securities. All deposits in time accounts shall be subject to withdrawal without penalty and all investments shall mature or be subject to redemption by the holder without penalty, not later than the date when the amounts will foreseeably be needed for purposes set forth herein. All securities securing investments under this Section shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee, as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than \$50,000,000. The interest and income received upon such investments and any interest paid by the Trustee or any other depository of any Fund or Account and any profit or loss resulting from the sale of securities shall be added or charged to the Fund

or Account for which such investments are made; provided, however, that if the amount in any Fund or Account equals or exceeds the amount required to be on deposit therein, subject to Section 6.05 of this Master Indenture and unless otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, any interest and other income so received shall be deposited in the related Series Account of the Revenue Fund. Upon written request of the Issuer, or on its own initiative whenever payment is to be made out of any Fund or Account, the Trustee shall sell such securities as may be requested to make the payment and restore the proceeds to the Fund or Account in which the securities were held. The Trustee shall not be accountable for any depreciation in the value of any such security or for any loss resulting from the sale thereof except as provided hereinafter. If net proceeds from the sale of securities held in any Fund or Account shall be less than the amount invested and, as a result, the amount on deposit in such Fund or Account is less than the amount required to be on deposit in such Fund or Account, the amount of such deficit shall be transferred to such Fund or Account from the related Series Account of the Revenue Fund.

In the absence of written investment instructions from the Issuer, the Trustee shall not be responsible or liable for keeping the moneys held by it hereunder invested or for any losses because such amounts were not invested. Moneys in any of the Funds and Accounts established pursuant to the Indenture, when held by the Trustee, shall be promptly invested by the Trustee in accordance with all written directions from the Issuer and the Issuer shall be responsible for ensuring that such instructions conform to requirements of this Master Indenture including, without limitation, Article VII hereof. The Trustee shall not be liable or responsible for any loss or entitled to any gain resulting from any investment or sale upon the investment instructions of the Issuer or otherwise, including that set forth in the first sentence of this paragraph. The Trustee may conclusively rely upon the Issuer's written instructions as to both the suitability and legality of all investments directed hereunder or under any Supplemental Indenture. Ratings of investments shall be determined by the Issuer at the time of purchase of such investments and without regard to ratings subcategories. The Trustee shall have no responsibility to monitor the ratings of investments after the initial purchase of such investments. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades. Confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

SECTION 7.03. Valuation of Funds. Except for the assets on deposit in the Debt Service Reserve Fund, the Trustee shall value the assets in each of the Funds and Accounts established hereunder or under any Supplemental Indenture within ten (10) Business Days following each [ ] Interest Payment Date. With respect to the assets in the Debt Service Reserve Fund, including all accounts established therein, the Trustee shall value such assets forty-five (45) days prior to each Interest Payment Date. In either case, as soon as practicable after each such valuation date (but no later than ten (10) Business Days after each such valuation date), the Trustee shall provide the Issuer a report of the status of each Fund and Account as of the valuation date. In computing the assets of any Fund or Account, investments and accrued interest thereon shall be deemed a part thereof, subject to Section 7.02 hereof. For the purpose of determining the amount on deposit to the credit of any Fund or Account established hereunder or under any Supplemental Indenture, obligations in which money in such Fund or Account shall

have been invested shall be valued at the market value or the amortized cost thereof, whichever is lower, or at the redemption price thereof, to the extent that any such obligation is then redeemable at the option of the holder.

SECTION 7.04. Brokerage Confirmations. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive individual confirmations of security transactions at no additional cost, as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

## **ARTICLE VIII REDEMPTION AND PURCHASE OF BONDS**

SECTION 8.01. Redemption Dates and Prices. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, the Bonds of a Series may be made subject to optional, mandatory and extraordinary redemption and purchase, either in whole or in part, by the Issuer, prior to maturity in the amounts, at the times and in the manner provided in this Article VIII and in the related Supplemental Indenture.

(a) *Optional Redemption.* Bonds of a Series shall be subject to optional redemption at the direction of the Issuer, at the times and upon payment of the purchase price as provided in the related Supplemental Indenture.

(b) *Extraordinary Mandatory Redemption in Whole or in Part.* Except as otherwise provided in a Supplemental Indenture with respect to Bonds of the related Series, Bonds of a Series are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Interest Payment Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus interest accrued to the redemption date, (i) from moneys deposited into the related Series Bond Redemption Fund following the payment in full of Special Assessments on any portion of the District Lands in accordance with the provisions of Section 9.08(a) hereof; (ii) from moneys deposited into the related Series Bond Redemption Fund following the payment in full of Special Assessments on any portion of the District Lands as a result of any prepayment of Special Assessments in accordance with Section 9.08(b) hereof; (iii) when sufficient moneys are on deposit in the related Series Funds and Accounts (other than moneys in the Rebate Fund and any other excluded Fund or Account as provided in a Supplemental Indenture with respect to a Series of Bonds or moneys required to pay Costs of the Project under the applicable Supplemental Indenture) to pay and redeem all Outstanding Bonds of a Series and accrued interest thereon to the redemption date in addition to all amounts owed to Persons under the Indenture; (iv) unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds from moneys in excess of the Series Account of the Debt Service Reserve Requirement in the Series Account of the Debt Service Reserve Fund transferred to the Series Bond Redemption Fund pursuant to Section 6.05 hereof; (v) from excess moneys transferred from the Series Account of the Revenue Fund to the Series Bond Redemption Fund in accordance with Section 6.03 of this Master Indenture; (vi) from moneys, if any, on deposit in the Series Bond Redemption Fund pursuant to Section 9.14(c) hereof following condemnation or the sale of any portion of the District Lands

benefited by a Project to a governmental entity under threat of condemnation by such governmental entity or the damage or destruction of all or substantially all of the Project when such moneys are not to be used pursuant to 9.14(c) to repair, replace or restore the Project; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the redemption date and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Project would not be economical or would be impracticable; or (vii) from amounts transferred to the Series Account of the Bond Redemption Fund from the Series Account of the Acquisition and Construction Fund in accordance with Section 5.01(c) hereof.

(c) *Mandatory Sinking Fund Redemption.* Bonds of a Series may be subject to mandatory sinking fund redemption at a Redemption Price of 100% of the principal amount thereof plus accrued interest to the redemption date, in the years and amounts set forth in a Supplemental Indenture.

In connection with such mandatory sinking fund redemption of Bonds, amounts shall be transferred from the applicable Series Account of the Revenue Fund to the Series Sinking Fund Account of the Debt Service Fund, all as more particularly described in Section 6.03 hereof.

The principal amounts of scheduled Sinking Fund Installments shall be reduced as specified by the Issuer or as provided in Section 8.04 hereof by any principal amounts of the Bonds redeemed pursuant to Section 8.01(a) and (b) hereof or purchased pursuant to Section 6.04 hereof.

Upon any redemption of Bonds other than in accordance with scheduled Sinking Fund Installments, the Issuer shall cause to be recalculated and delivered to the Trustee revised Sinking Fund Installments recalculated so as to amortize the Outstanding principal amount of Bonds of such Series in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Bonds of such Series. The Sinking Fund Installments as so recalculated shall not result in an increase in the aggregate of the Sinking Fund Installments for all Bonds of such Series in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a Sinking Fund Installment is due, the foregoing recalculation shall not be made to Sinking Fund Installments due in the year in which such redemption or purchase occurs, but shall be made to Sinking Fund Installments for the immediately succeeding and subsequent years.

SECTION 8.02. Notice of Redemption and of Purchase. Except where otherwise required by a Supplemental Indenture, when required to redeem or purchase Bonds of a Series under any provision of the related Indenture or directed to do so by the Issuer, the Trustee shall cause notice of the redemption, either in whole or in part, to be mailed at least thirty (30) but not more than sixty (60) days prior to the redemption or purchase date to all Owners of Bonds to be redeemed or purchased (as such Owners appear on the Bond Register on the fifth (5th) day prior to such mailing), at their registered addresses, but failure to mail any such notice or defect in the notice or in the mailing thereof shall not affect the validity of the redemption or purchase of the Bonds of such Series for which notice was duly mailed in accordance with this Section 8.02. Such notice shall be given in the name of the Issuer, shall be dated, shall set forth the Bonds of



such Series Outstanding which shall be called for redemption or purchase and shall include, without limitation, the following additional information:

- (a) the redemption or purchase date;
- (b) the redemption or purchase price;
- (c) CUSIP numbers, to the extent applicable, and any other distinctive numbers and letters;
- (d) any conditions that must be satisfied for the Bonds to be redeemed on the date of redemption;
- (e) if less than all Outstanding Bonds of a Series to be redeemed or purchased, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed or purchased;
- (f) that on the redemption or purchase date the Redemption Price or purchase price will become due and payable upon surrender of each such Bond or portion thereof called for redemption or purchase, and that interest thereon shall cease to accrue from and after said date; and
- (g) the place where such Bonds are to be surrendered for payment of the redemption or purchase price, which place of payment shall be a corporate trust office of the Trustee.

If at the time of mailing of notice of an optional redemption or purchase, the Issuer shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem or purchase all the Bonds called for redemption or purchase, such notice shall be entitled "CONDITIONAL NOTICE OF REDEMPTION" or "CONDITIONAL NOTICE OF PURCHASE", as appropriate, and shall expressly state that the redemption or purchase, as appropriate, is conditional and is subject to the deposit of the redemption or purchase moneys with the Trustee or Paying Agent, as the case may be, not later than the opening of business on the redemption or purchase date, and such notice shall be of no effect unless such moneys are so deposited.

If the amount of funds deposited with the Trustee for such redemption, or otherwise available, is insufficient to pay the Redemption Price and accrued interest on the Bonds so called for redemption on the redemption date, the Trustee shall redeem and pay on such date an amount of such Bonds for which such funds are sufficient, selecting the Bonds to be redeemed randomly from among all such Bonds called for redemption on such date, and among different maturities of Bonds in the same manner as the initial selection of Bonds to be redeemed, and from and after such redemption date, interest on the Bonds or portions thereof so paid shall cease to accrue and become payable; but interest on any Bonds or portions thereof not so paid shall continue to accrue until paid at the same rate as it would have had such Bonds not been called for redemption.

The notices required to be given by this Section 8.02 shall state that no representation is made as to correctness or accuracy of the CUSIP numbers listed in such notice or printed on the Bonds.

SECTION 8.03. Payment of Redemption Price. If any required (a) unconditional notice of redemption has been duly mailed or waived by the Owners of all Bonds called for redemption or (b) conditional notice of redemption has been so mailed or waived and the redemption moneys have been duly deposited with the Trustee or Paying Agent, then in either case, the Bonds called for redemption shall be payable on the redemption date at the applicable Redemption Price plus accrued interest, if any, to the redemption date. Bonds of a Series so called for redemption, for which moneys have been duly deposited with the Trustee, will cease to bear interest on the specified redemption date, shall no longer be secured by the related Indenture and shall not be deemed to be Outstanding under the provisions of the related Indenture.

Payment of the Redemption Price, together with accrued interest, shall be made by the Trustee or Paying Agent to or upon the order of the Owners of the Bonds called for redemption upon surrender of such Bonds. The Redemption Price of the Bonds to be redeemed, the expenses of giving notice and any other expenses of redemption, shall be paid out of the Fund from which redemption is to be made or by the Issuer, or as specified in a Supplemental Indenture.

SECTION 8.04. Partial Redemption of Bonds. Except to the extent otherwise provided in a Supplemental Indenture, if less than all of a Series of Bonds of a maturity are to be redeemed, the Trustee shall select the particular Bonds or portions of the Bonds to be called for redemption by lot in such reasonable manner as the Trustee in its discretion may determine. In the case of any partial redemption of Bonds of a Series pursuant to Section 8.01(a), such redemption shall be effectuated by redeeming Bonds of such Series of such maturities in such manner as shall be specified by the Issuer in writing, subject to the provisions of Section 8.01 hereof. In the case of any partial redemption of Bonds of a Series pursuant to Section 8.01(b), such redemption shall be effectuated by redeeming Bonds of such Series pro rata among the maturities, treating each date on which a Sinking Fund Installment is due as a separate maturity for such purpose, with the portion to be redeemed from each maturity being equal to the product of the aggregate principal amount of Bonds of such Series to be redeemed multiplied times a fraction the numerator of which is the principal amount of the Series of Bonds of such maturity outstanding immediately prior to the redemption date and the denominator of which is the aggregate principal amount of all Bonds of such Series outstanding immediately prior to the redemption date.

## **ARTICLE IX COVENANTS OF THE ISSUER**

SECTION 9.01. Power to Issue Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Bonds, to adopt and execute this Master Indenture and to pledge the Pledged Revenues for the benefit of the Bonds of a Series and any Credit Facility Issuer, except to the extent otherwise provided in a Supplemental Indenture. The Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Bonds of a Series and any Credit Facility Issuer

with respect to such Series. The Bonds and the provisions of this Master Indenture and any Supplemental Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by this Master Indenture and any Supplemental Indenture and all the rights of the Bondholders and any Credit Facility Issuer under this Master Indenture and any Supplemental Indenture against all claims and demands of all other Persons whomsoever.

SECTION 9.02. Payment of Principal and Interest on Bonds. The payment of the principal or Redemption Price of and interest on all of the Bonds of a Series issued under the related Indenture shall be secured forthwith equally and ratably by a first lien on and pledge of the Pledged Revenues, except to the extent otherwise provided in a Supplemental Indenture; and Pledged Revenues in an amount sufficient to pay the principal or Redemption Price of and interest on the Bonds of a Series authorized by the related Indenture are hereby irrevocably pledged to the payment of the principal or Redemption Price of and interest on the Bonds of a Series authorized under the related Indenture, as the same become due and payable. The Issuer shall promptly pay the interest on and the principal or Redemption Price of every Bond issued hereunder according to the terms thereof, but shall be required to make such payment only out of the Pledged Revenues.

THE BONDS AUTHORIZED UNDER THIS MASTER INDENTURE AND THE RELATED SUPPLEMENTAL INDENTURE AND THE OBLIGATIONS EVIDENCED THEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE ISSUER, INCLUDING, WITHOUT LIMITATION, THE PROJECT OR ANY PORTION THEREOF IN RESPECT OF WHICH ANY SUCH BONDS ARE BEING ISSUED, OR ANY PART THEREOF, BUT SHALL CONSTITUTE A LIEN ONLY ON THE PLEDGED REVENUES AS SET FORTH IN THIS MASTER INDENTURE AND ANY SUPPLEMENTAL INDENTURE. NOTHING IN THE BONDS AUTHORIZED UNDER THIS MASTER INDENTURE AND ANY SUPPLEMENTAL INDENTURE SHALL BE CONSTRUED AS OBLIGATING THE ISSUER TO PAY THE BONDS OR THE REDEMPTION PRICE THEREOF OR THE INTEREST THEREON EXCEPT FROM THE PLEDGED REVENUES, OR AS PLEDGING THE FAITH AND CREDIT OF THE ISSUER, THE CITY, THE COUNTY, THE STATE OR ANY OTHER POLITICAL SUBDIVISION THEREOF, OR AS OBLIGATING THE ISSUER, THE CITY, THE COUNTY, THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS, DIRECTLY OR INDIRECTLY OR CONTINGENTLY, TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR.

SECTION 9.03. Special Assessments; Re-Assessments.

(a) Except as otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, the Issuer shall levy Special Assessments, and evidence and certify the same to the Tax Collector or cause the Property Appraiser to certify the same on the tax roll to the Tax Collector for collection by the Tax Collector and enforcement by the Tax Collector or the Issuer pursuant to the Act, Chapter 170 or Chapter 197, Florida Statutes, or any successor statutes, as applicable, and Section 9.04 hereof, to the extent and in an amount sufficient to pay Debt Service Requirements on all Outstanding Bonds.

(b) If any Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Issuer shall be satisfied that any such Special Assessment is so irregular or defective that the same cannot be enforced or collected, or if the Issuer shall have omitted to make such Special Assessment when it might have done so, the Issuer shall either (i) take all necessary steps to cause a new Special Assessment to be made for the whole or any part of said improvement or against any property benefited by said improvement, or (ii) in its sole discretion, make up the amount of such Special Assessment from any legally available moneys, which moneys shall be deposited into the applicable Series Account in the Revenue Fund. In case such second Special Assessment shall be annulled, the Issuer shall obtain and make other Special Assessments until a valid Special Assessment shall be made.

SECTION 9.04. Method of Collection. Special Assessments shall be collected by the Issuer in accordance with the provisions of the Act and Chapter 170 or Chapter 197, Florida Statutes, or any successor statutes thereto, as applicable, in accordance with the terms of this Section. Except as stated in the next succeeding sentence, the Issuer shall use the uniform method for the levy, collection and enforcement of Special Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes thereto (the "Uniform Method"), and to do all things necessary to continue to use the Uniform Method or a comparable alternative method afforded by Section 197.3631, Florida Statutes. The Issuer shall use its best efforts to enter into and/or maintain in effect one or more written agreements with the Property Appraiser and the Tax Collector, either individually or jointly (together, the "Property Appraiser and Tax Collector Agreement") in order to effectuate the provisions of this Section. The Issuer shall ensure that any such Property Appraiser and Tax Collector Agreement remains in effect for at least as long as the final maturity of Bonds Outstanding under this Indenture. To the extent that the Issuer is legally prevented from collecting Special Assessments pursuant to the Uniform Method, then the Issuer shall collect and enforce Special Assessments pursuant to any available method under the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto.

Notwithstanding the immediately preceding paragraph or any other provision in this Master Indenture to the contrary, upon the occurrence of an Event of Default, if the Trustee, acting at the direction of the Majority Holder of a Series of Bonds, requests that the Issuer not use the Uniform Method to collect the Special Assessments levied by the Issuer for the purpose of paying the Debt Service Requirements such Series of Bonds, but instead collect and enforce the Special Assessments levied by the Issuer for the purpose of paying the Debt Service Requirements such Series of Bonds to another available method under the Act, Chapter 170,

Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto, then the Issuer shall collect and enforce said Special Assessments in the manner and pursuant to the method so requested by the Trustee. Any Special Assessments that are not collected pursuant to the Uniform Method shall be billed directly to the applicable Landowner and be payable not later than thirty (30) days prior to each Interest Payment Date.

SECTION 9.05. Delinquent Special Assessments. Subject to the provisions of Section 9.04 hereof, if the owner of any lot or parcel of land assessed for a particular Project shall be delinquent in the payment of any Special Assessment, then such Special Assessment shall be enforced pursuant to the provisions of Chapter 197, Florida Statutes, or any successor statute thereto, including but not limited to the sale of tax certificates and tax deeds as regards such delinquent Special Assessment. In the event the provisions of Chapter 197, Florida Statutes, and any provisions of the Act with respect to such sale are inapplicable by operation of law, then upon the delinquency of any Special Assessment the Issuer shall, to the extent permitted by law, utilize any other method of enforcement as provided by Section 9.04 hereof, including, without limitation, declaring the entire unpaid balance of such Special Assessment to be in default and, at its own expense, cause such delinquent property to be foreclosed, pursuant to the provisions of Section 170.10, Florida Statutes, in the same method now or hereafter provided by law for the foreclosure of mortgages on real estate and Sections 190.026 and 170.10, Florida Statutes, or otherwise as provided by law. The Issuer covenants not to use the provisions of Chapter 173, Florida Statutes.

SECTION 9.06. Sale of Tax Certificates and Issuance of Tax Deeds; Foreclosure of Special Assessment Liens. If the Special Assessments levied and collected under the Uniform Method described in Section 9.04 are delinquent, then the applicable procedures for issuance and sale of tax certificates and tax deeds for nonpayment shall be followed in accordance with Chapter 197, Florida Statutes and related statutes. Alternatively, if the Uniform Method is not utilized, and if any property shall be offered for sale for the nonpayment of any Special Assessment, and no person or persons shall purchase the same for an amount at least equal to the full amount due on the Special Assessment (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the Issuer, to the extent the Issuer has available funds, for an amount equal to the balance due on the Special Assessment (principal, interest, penalties and costs, plus attorneys' fees, if any), and the Issuer shall thereupon receive, in its corporate name or in the name of a special purpose entity nominee of the Issuer, the title to the property for the benefit of the Registered Owners. The Issuer, either through its own actions or actions caused to be done through the Trustee, shall have the power and shall use its best efforts to lease or sell such property and deposit all of the net proceeds of any such lease or sale into the related Series Account of the Revenue Fund. Not less than ten (10) days prior to the filing of any foreclosure action or any sale of tax deed as herein provided, the Issuer shall cause written notice thereof to be mailed to the Registered Owners of the Series of Bonds secured by such delinquent Special Assessments. Not less than thirty (30) days prior to the proposed sale of any lot or tract of land acquired by foreclosure by the Issuer, it shall give written notice thereof to such Registered Owners. The Issuer, either through its own actions or actions caused to be done through the Trustee, agrees that it shall be required to take the measure provided by law for sale of property acquired by it as trustee for the Registered Owners within thirty (30) days after the receipt of the request therefor signed by the Registered Owners of at least twenty-five percent (25%) of the aggregate principal amount of all Outstanding Bonds of the Series payable from

Special Assessments assessed on such property. If directed by an owner of at least twenty-five percent (25%) of the Bonds Outstanding or if the Trustee or the Issuer shall so elect, the Issuer and the Trustee may place title of property received upon foreclosure or deed in lieu of foreclosure into a special purpose entity controlled by the Trustee or such other entity acceptable to the Registered Holders of a majority of the Bonds of a Series so effected by such foreclosure, for the benefit of the Registered Owners. If the Issuer determines, after consultation with District Counsel, that there is an Obligated Person, as defined under the Rule, then in addition to the Issuer, the decision to file a foreclosure action shall be made by at least twenty-five percent (25%) of the Holders of the Bonds so secured by the delinquent Special Assessments and such decision shall be communicated to the Issuer and Trustee in writing.

SECTION 9.07. Books and Records with Respect to Special Assessments. In addition to the books and records required to be kept by the Issuer pursuant to the provisions of Section 9.17 hereof, the Issuer shall keep books and records for the collection of the Special Assessments on the District Lands, which such books, records and accounts shall be kept separate and apart from all other books, records and accounts of the Issuer. The District Manager or the District Manager's designee, at the end of each Fiscal Year, shall prepare a written report setting forth the collections received, the number and amount of delinquencies, the proceedings taken to enforce collections and cure delinquencies and an estimate of time for the conclusion of such legal proceedings. As soon as practicable after such audit shall become available, a copy of such audit shall be mailed to any Registered Owner upon its written request.

SECTION 9.08. Removal of Special Assessment Liens. Except as otherwise provided in a Supplemental Indenture with respect to a related Series of Bonds, the following procedures shall apply in connection with the removal of Special Assessment liens:

(a) At any time from the date of levy of Special Assessments on a parcel of District Lands through the date that is thirty (30) days after the related Project has been completed and the Board has adopted a resolution accepting such Project as provided by Section 170.09, Florida Statutes, as amended, any owner of property subject to the Special Assessments may, at its option, require the Issuer to release and extinguish the lien upon its property by virtue of the levy of the Special Assessments that relate to a Series of Bonds by paying to the Issuer the entire amount of such Special Assessment on such property, without interest. The Issuer shall promptly notify the Trustee in writing of any Prepayment made under such circumstances. Accrued interest on the principal amount of any Bonds that would be redeemed as a result of such Prepayment made within thirty (30) days after the Board has adopted a resolution accepting the Project shall be derived from moneys on deposit in the Capitalized Interest Account and, if no moneys remain, from moneys on deposit in the Interest Account, and, if no moneys remain therein, from moneys on deposit in the Debt Service Reserve Account.

Upon receipt of a Prepayment as described in the immediately preceding paragraph, the Issuer shall immediately, but in any event within two (2) Business Days following the receipt of such Prepayment moneys, pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the Issuer that the Special Assessment has been paid in full or in part and that such Special Assessment lien is thereby released and extinguished if paid in full or such Special Assessment lien shall be reduced if the Landowner only made a partial Prepayment. Upon receipt of any such moneys from the Issuer

the Trustee shall immediately deposit the same into the Bond Redemption Fund to be applied to the redemption of Bonds in accordance with Section 8.01(b)(i) hereof. In connection with such Prepayment, the Trustee shall calculate the credit authorized pursuant to Section 6.05 hereof, and transfer such credit to the Bond Redemption Fund to be used together with such Prepayment for the redemption of Bonds in accordance with Section 8.01(b)(i) hereof.

(b) Notwithstanding the foregoing, and consistent with the proceedings of the Issuer relating to the imposition and levy of the Special Assessments, any Landowner may at any time require the Issuer to release and extinguish the lien upon its property by virtue of the levy of the Special Assessments by paying to the Issuer the entire amount of the Special Assessment, plus accrued interest to the next succeeding Interest Payment Date (or the second succeeding Interest Payment Date if such prepayment is made within forty (40) calendar days before an Interest Payment Date), attributable to the property subject to Special Assessment owned by such owner.

(c) In addition to the Prepayments described in paragraphs (a) and (b) above, any Landowner, or any Person on behalf of a Landowner, may present to the Issuer, Bonds of a Series purchased in the open market for cancellation and such cancellation of such purchased Bonds shall constitute an optional Prepayment; provided that no Special Assessments shall be deemed paid by a Landowner until such time as the Bonds presented for cancellation by a Landowner as an In Kind Payment are surrendered to the Trustee, as proxy for the Issuer, accompanied by a written direction to the Trustee to cancel and destroy said Bonds. Except as provided in the next succeeding sentence, such Landowner shall receive the benefit of a reduction, in whole or in part, of the lien of the Special Assessments levied by the Issuer against the lands of such Landowner equal to principal amount of the Bonds surrendered as an In Kind Payment in accordance with the provisions hereof. If the amount credited to the Series Account in the Debt Service Reserve Account would exceed the Debt Service Reserve Requirement for the remaining Outstanding Bonds of a Series as a result of such optional Prepayment described in this paragraph (c), such excess amount shall, prior to the Completion Date of a Project, be transferred to the applicable Series Account of the Acquisition and Construction Fund, and after the Completion Date, shall constitute a credit against the amount of Prepayment to be applied as a result of such cancellation of Bonds of a Series. The actual amount of such excess shall be applied for the partial extraordinary redemption of the Outstanding Bonds of a Series after such cancellation pursuant to Section 8.01(b)(ii) hereof. Notwithstanding anything to the contrary herein, in the event that the amount of the In Kind Payment made by any Landowner is less than the amount of Special Assessments levied against such property, then the In Kind Payment shall be applied pro rata to reduce the principal amount of Special Assessments levied by the District on all District Lands owned by said Landowner encumbered by Special Assessments securing the Series of Bonds so tendered by the Landowner as an In Kind Payment.

(d) Upon receipt of a Prepayment or an In Kind Payment as described in (a), (b) or (c) above, the Issuer shall immediately pay the amount so received or remit the Bonds tendered as an In Kind Payment to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the Issuer that the Special Assessment has been paid or otherwise satisfied and that such Special Assessment lien is thereby released and extinguished. Except as otherwise provided by a Supplemental Indenture, upon receipt of any such moneys from the Issuer the Trustee shall immediately deposit the same into the applicable Series

Account within the Bond Redemption Fund to be applied to the redemption of Bonds in accordance with Section 8.01(b)(i) or (ii) hereof, as the case may be.

SECTION 9.09. Deposit of Special Assessments. The Issuer covenants to cause any Special Assessments collected or otherwise received by it to be deposited with the Trustee within five (5) Business Days after receipt thereof for deposit into the related Series Account of the Revenue Fund (except that amounts received as Prepayments of Special Assessments shall be designated by the Issuer as such upon delivery to the Trustee and shall be deposited directly into the related Series Account within the Bond Redemption Fund).

SECTION 9.10. Construction to be on District Lands. The Issuer covenants that no part of the Project will be constructed on, over or under lands other than (i) lands good and marketable title to which is owned by the Issuer or other appropriate entity in fee simple, (ii) lands on, over or under which the Issuer or other appropriate entity shall have acquired perpetual easements for the purposes of the Project, or (iii) lands, including public streets and highways, the right to the use and occupancy of which for such purposes shall be vested in the Issuer or other appropriate entity by law or by valid franchises, licenses, easements or rights of way or other legally effective permissions or approval.

SECTION 9.11. Operation, Use and Maintenance of Project. The Issuer shall establish and enforce reasonable rules and regulations governing the use of the Project owned by the Issuer, and the operation thereof, such rules and regulations to be adopted in accordance with the Act, and the Issuer shall operate, use and maintain the Project owned by the Issuer in accordance with the Act and all other applicable federal and State laws, rules and regulations; the Issuer shall maintain and operate the Project owned by the Issuer in an efficient and economical manner, shall at all times maintain the same in good repair and in sound operating condition and shall make all necessary repairs, renewals and replacements.

SECTION 9.12. Observance of and Compliance with Valid Requirements. The Issuer shall pay all municipal or governmental charges lawfully levied or assessed upon any Project or any part thereof or upon any revenues when the same shall become due, and the Issuer shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to the Project. The Issuer shall not, except as otherwise permitted in Sections 9.23 and 9.24 of this Article, create or suffer to be created any lien or charge upon any Project or upon Pledged Revenues, except the lien and charge of the Bonds on the Pledged Revenues.

SECTION 9.13. Payment of Operating or Maintenance Costs by State or Others. The Issuer may permit the United States of America, the State, the County, the City or any of their agencies, departments or political subdivisions to pay all or any part of the cost of maintaining, repairing and operating the Project out of funds other than Pledged Revenues.

SECTION 9.14. Public Liability and Property Damage Insurance; Maintenance of Insurance; Use of Insurance and Condemnation Proceeds.

(a) Except as otherwise provided in subsection (d) of this Section, the Issuer will carry or cause to be carried, in respect of each Project, comprehensive general liability insurance (covering bodily injury and property damage) issued by one or more insurance



companies authorized and qualified to do business under the laws of the State, in such amounts as is customary for similar operations, or as is more specifically set forth herein below.

(b) At all times, to the extent commercially available, the Issuer shall maintain a practical insurance program, with reasonable terms, conditions, provisions and costs which the District Manager determines will afford adequate protection against loss caused by damage to or destruction of any component of the Project owned by the Issuer. Limits for such coverage will be subject to the Consulting Engineer's recommendations which are to be provided in an annual report, as required by Section 9.21 hereof. The Issuer shall also, at all times, maintain a practical comprehensive general liability insurance program with respect to the Project for such coverage, with such reasonable terms, conditions, provisions and costs as the District Manager determines will afford adequate protection against bodily injury and property damage.

All insurance policies of the Issuer relating to the Project shall be carried with companies authorized to do business in the State, with a Best rating of no less than "A" as to management and Class "V" as to financial strength; provided, however, that if, in the opinion of the District Manager, adequate insurance protection under reasonable terms, conditions, provisions and cost cannot be purchased from an insurance company with the above-designated ratings, then the District Manager, on behalf of the Issuer, may secure such insurance protection as the Issuer determines to be in its best interests and otherwise consistent with this Master Indenture and any Supplemental Indenture; provided further, however, that the Issuer may act as a self-insurer in accordance with the requirements of subsection (d) hereof. All policies providing the insurance coverages required by this Section shall designate the Issuer as the loss-payee and shall be made payable to the Issuer.

(c) All proceeds received from property damage or destruction insurance and all proceeds received from the condemnation of the Project or any part thereof are hereby pledged by the Issuer as security for the related Series of Bonds and shall be deposited at the option of the Issuer, but subject to the limitations hereinafter described, either (i) into a separate subaccount within the Acquisition and Construction Fund to be established by the Trustee for such purpose, and used to remedy the loss, damage or taking for which such proceeds are received, either by repairing the damaged property or replacing the destroyed or taken property, as soon as practicable after the receipt of such proceeds, or (ii) into the related Series Account within the Bond Redemption Fund for the purpose of purchasing or redeeming Bonds according to the provisions set forth in Article VIII hereof. The Issuer shall not be entitled to deposit insurance proceeds or condemnation awards into the separate fund described above in clause (i) of this paragraph (and such proceeds and awards shall be deposited directly into the related Series Account within the Bond Redemption Fund pursuant to clause (ii) of this paragraph) unless there shall have been filed with the Issuer within a reasonable time after the damage, destruction or condemnation (A) a certificate from the Consulting Engineer that the proceeds of the insurance or condemnation awards deposited into such separate fund, together with other funds available for such purposes, will be sufficient to repair, rebuild, replace or restore such property to substantially the same condition as it was in prior to its damage, destruction or condemnation (taking into consideration any changes, alterations and modifications that the Issuer may desire), (B) an opinion from the Consulting Engineer that the Project can be repaired, rebuilt, replaced or restored within two (2) years following the damage, destruction or

condemnation thereof and (C) an opinion of the Consulting Engineer that, in each of the three (3) Fiscal Years following completion of such repair, rebuilding, replacement or restoration, the Issuer will be in compliance with its obligations hereunder. If the certificate described in clause (A) of this paragraph is not rendered because such proceeds or awards are insufficient for such purposes, the Issuer may deposit any other legally available funds in such separate fund in an amount required to enable the Consulting Engineer to render its certificate. If the insurance proceeds or condemnation awards deposited in such separate fund are more than sufficient to repair the damaged property or to replace the destroyed or taken property, the balance thereof remaining shall be deposited to the credit of the related Series Account in the Revenue Fund.

(d) The Issuer shall be entitled to provide all or a portion of the insurance coverage required by subsections (a) and (b) of this Section through Qualified Self Insurance, provided that the requirements hereinafter set forth in this subsection (d) are satisfied. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a company or association in which the Issuer has a material interest or of which the Issuer has control, either singly or with others.

Each plan of Qualified Self Insurance shall be in written form, shall provide that upon the termination of such plan reserves will be established or insurance acquired in amounts adequate to cover any potential retained liability in respect of the period of self insurance, and shall be reviewed annually by the District Manager or registered actuary who shall deliver to the Issuer a report on the adequacy of the reserves established thereunder in light of claims made. If the District Manager or registered actuary determines that such reserves are inadequate in light of the claims made, he shall make recommendations as to the amount of reserves that should be established and maintained, and the Issuer shall comply with such recommendations.

(e) Copies of all recommendations and approvals made by the Consulting Engineer under the provisions of this Section shall be filed with the District Manager.

**SECTION 9.15. Collection of Insurance Proceeds.** Copies of all insurance policies referred to in Section 9.14 of this Article shall be available at the offices of the Issuer at all reasonable times to the inspection of the Holders of the Bonds and their agents and representatives duly authorized in writing. The Issuer covenants that it will take such action as may be necessary to demand, collect and sue for any insurance money which may become due and payable under any policy of insurance required under this Master Indenture or any Supplemental Indenture, whether such policy is payable to the Issuer or to the Trustee. The Trustee is hereby authorized in its own name to demand, collect, sue and receive any insurance money which may become due and payable under any policies payable to it.

Any appraisal or adjustment of any loss or damage under any policy of insurance required under the Indenture, whether such policy is payable to the Issuer or to the Trustee, and any settlement or payment of indemnity under any such policy which may be agreed upon by the Issuer and any insurer shall be evidenced by a certificate, signed by the District Manager approved by the Consulting Engineer, and filed with the Trustee. The Trustee shall in no way be liable or responsible for the collection of insurance moneys in case of any loss or damage.

SECTION 9.16. Use of Revenues for Authorized Purposes Only. None of the Pledged Revenues shall be used for any purpose other than as provided in this Master Indenture and the related Supplemental Indenture and no contract or contracts shall be entered into or any action taken by the Issuer or the Trustee which will be inconsistent with the provisions of this Master Indenture and the related Supplemental Indenture.

SECTION 9.17. Books, Records and Annual Reports. The Issuer shall keep proper books of record and account in accordance with Generally Accepted Accounting Principles (separate from all other records and accounts) consistently applied and consistent with the provisions of this Master Indenture and any Supplemental Indenture, in which complete and correct entries shall be made of its transactions relating to the Project, and which, together with all other books and records of the Issuer, including, without limitation, insurance policies, relating to the Project, shall at all times be subject during regular business hours to the inspection of the Trustee.

The Issuer shall annually, within 270 days after the close of each Fiscal Year, file with any rating agency that shall have then in effect a rating on any of the Bonds, any Bondholder that shall have, in writing, requested a copy thereof, and otherwise as provided by law, a copy of an annual report for such year, prepared in accordance with Generally Accepted Accounting Principles by a Certified Public Accountant, relating to its operations and including, without limitation, statements in reasonable detail of financial condition as of the end of such Fiscal Year and income and expenses for such Fiscal Year relating to the Project, and a summary, with respect to each Fund and Account established under the Indenture, of the receipts therein and disbursements therefrom during such Fiscal Year, and the amounts held therein at the end of such Fiscal Year.

SECTION 9.18. [Reserved].

SECTION 9.19. Employment of Certified Public Accountant. The Issuer shall employ or cause to be employed as required a Certified Public Accountant to perform accounting and auditing functions and duties required by the Act and this Master Indenture and any Supplemental Indenture.

SECTION 9.20. Establishment of Fiscal Year, Annual Budget. The Issuer has established a Fiscal Year beginning October 1 of each year and ending September 30 of the following year. The reports and budget of the Issuer shall relate to such Fiscal Year unless and until, in accordance with applicable law, a different Fiscal Year is established by Certified Resolution of the Issuer and is filed with the Trustee.

On or before the first day of each Fiscal Year the Issuer shall adopt a final Annual Budget with respect to the Project for such Fiscal Year for the payment of anticipated operating and maintenance expenses and shall supply a copy of such budget promptly upon the approval thereof to any Bondholders who shall have so requested in writing and shall have filed their names and addresses with the Secretary of the Board for such purpose. If for any reason the Issuer shall not have adopted the Annual Budget with respect to the Project on or before the first day of any Fiscal Year, the Annual Budget for the preceding Fiscal Year shall, until the adoption of the new Annual Budget, be deemed in force for the ensuing Fiscal Year. The Issuer may at

any time adopt an amended or supplemental Annual Budget for the remainder of the current Fiscal Year, and when such amended or supplemental Annual Budget is approved it shall be treated as the official Annual Budget under this Master Indenture and any Supplemental Indenture. Copies of such amended or supplemental Annual Budget shall be mailed by the Issuer to any Bondholders who shall have so requested in writing and shall have filed their names and addresses with the Secretary of the Board for such purpose.

SECTION 9.21. Employment of Consulting Engineer; Consulting Engineer's Report.

(a) The Issuer shall, for the purpose of performing and carrying out the duties imposed on the Consulting Engineer by this Master Indenture and any Supplemental Indenture, employ one or more Independent engineers or engineering firms or corporations having a statewide and favorable repute for skill and experience in such work.

(b) The Issuer shall cause the Consulting Engineer to make an inspection of any portions of the Project owned by the Issuer at least once in each Fiscal Year and, on or before the first day of July in each Fiscal Year, to submit to the Board a report setting forth (i) its findings as to whether such portions of the Project owned by the Issuer have been maintained in good repair, working order and condition, (ii) its recommendations as to the proper maintenance, repair and operation of the Project during the ensuing Fiscal Year and an estimate of the amount of money necessary for such purpose and (iii) the insurance to be carried under the provisions of Section 9.14 hereof and the amount that should be set aside monthly for the purpose of paying insurance premiums which fall due less often than monthly.

Promptly after the receipt of such reports by the Issuer, copies thereof shall be mailed by the Issuer to all Bondholders who shall have filed their names and addresses with the Secretary of the Board for such purpose.

SECTION 9.22. Audit Reports. The Issuer covenants to keep accurate records and books of account with respect to the Project, and covenants that, no later than 270 days after the end of each Fiscal Year, it will cause an audit to be made by a Certified Public Accountant covering all receipts and moneys then on deposit with or in the name of the Trustee or the Issuer and any security held therefor and any investments thereof. Copies of such audit reports shall be filed with the District Manager and the Secretary of the Board, and mailed by said Secretary to the Consulting Engineer and to all Bondholders who shall have filed their names and addresses with him for such purpose.

SECTION 9.23. Covenant Against Sale or Encumbrance: Exceptions. The Issuer covenants that, (a) except for those improvements comprising the Project that are to be conveyed by the Issuer to the City, the County, the State Department of Transportation or another governmental entity, as to which no assessments of the Issuer will be imposed and (b) except as in this Section permitted, it will not sell, lease or otherwise dispose of or encumber the Project, or any part thereof. Subject to the provisions of Section 9.30 hereof, the Issuer may, however, from time to time, sell any machinery, fixtures, apparatus, tools, instruments or other movable property acquired by it from the proceeds of a Series of Bonds or from Pledged Revenues if the District Manager shall determine, with the approval of the Consulting Engineer, that such items are no longer needed or are no longer useful in connection with the construction, maintenance

and operation of the related Project, and the proceeds thereof shall be applied to the replacement of the properties so sold or disposed of or, at the written direction of the Issuer shall be deposited to the credit of the related Series Account in the Acquisition and Construction Fund.

Upon any sale of property relating to the Project, the aggregate of which in any thirty (30) day period exceeds Fifty Thousand Dollars (\$50,000) under the provisions of this Section, the Issuer shall provide written notice to the Trustee of the property so sold and the amount and disposition of the proceeds thereof.

Subject to obtaining an opinion of Bond Counsel that such action will not adversely affect the exclusion of interest on the Bonds for federal income tax purposes, the Issuer may lease or grant easements, franchises or concessions for the use of any part of the Project not incompatible with the maintenance and operation thereof, if the Consulting Engineer shall approve such lease, easement, franchise or concession in writing, and the net proceeds of any such lease, easement, franchise or concession (after the making of provision for payment from said proceeds of all costs incurred in financing, constructing, operating, maintaining or repairing such leases, easements, franchises or concessions) shall be deposited as received to the credit of related Series Account in the Acquisition and Construction Fund.

SECTION 9.24. No Loss of Lien on Pledged Revenue. The Issuer shall not do or omit to do, or suffer to be done or omit to be done, any matter or thing whatsoever whereby the lien of the Bonds on the Pledged Revenues or any part thereof, or the priority thereof, would be lost or impaired; provided, however, that this Section shall not prohibit the Trustee from transferring moneys to the Rebate Fund held by the Trustee under any arbitrage rebate agreement.

SECTION 9.25. Compliance With Other Contracts and Agreements. The Issuer shall comply with and abide by all of the terms and conditions of any and all contracts and agreements which the Issuer enters into in connection with the Project and the issuance of the Bonds.

SECTION 9.26. Issuance of Additional Obligations. The Issuer shall not issue any obligations other than the Bonds payable from Pledged Revenues, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge, payable from Pledged Revenues, except in the ordinary course of business.

SECTION 9.27. Extension of Time for Payment of Interest Prohibited. The Issuer shall not directly or indirectly extend or assent to an extension of time for payment of any claim for interest on any of the Bonds and shall not directly or indirectly be a party to or approve any arrangement therefor by purchasing or funding or in any manner keeping alive any such claim for interest; no claim for interest which in any way, at or after maturity, shall have been transferred or pledged apart from the Bonds to which it relates or which shall in any manner have been kept alive after maturity by extension or by purchase thereof by or on behalf of the Issuer, shall be entitled, in case of a default hereunder, to any benefit or security under this Master Indenture and any Supplemental Indenture except after the prior payment in full of the principal of all Bonds and claims for interest appertaining thereto not so transferred, pledged, kept alive or extended.

SECTION 9.28. Further Assurances. The Issuer shall not enter into any contract or take any action by which the rights of the Trustee or the Bondholders may be impaired and shall, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this Master Indenture and any Supplemental Indenture.

SECTION 9.29. Use of Bond Proceeds to Comply with Internal Revenue Code. The Issuer covenants to the Holders of the Bonds that it will not make or direct the making of any investment or other use of the proceeds of any Bonds issued hereunder, the interest on which is intended to be excluded from gross income for federal income tax purposes ("Tax-Exempt Bonds") which would cause such Bonds to be "arbitrage bonds" as that term is defined in Section 148 of the Code or "private activity bonds" as that term is defined in Section 141, of the Code, and that it will comply with the requirements of such Code sections and related regulations throughout the term of such Tax-Exempt Bonds. The Issuer hereby further covenants and agrees to comply with the procedures and covenants contained in any Arbitrage Certificate executed in connection with the issuance of each Series of Tax-Exempt Bonds for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on each Series of Tax-Exempt Bonds.

SECTION 9.30. Corporate Existence and Maintenance of Properties. For so long as any Bonds are Outstanding hereunder, unless otherwise provided by the Act, the Issuer shall maintain its corporate existence as a local unit of special purpose government under the Act and shall provide for or otherwise require all Projects, and all parts thereof owned by the Issuer to be (a) continuously operated, repaired, improved and maintained as shall be necessary to provide adequate service to the lands benefited thereby; and (b) in compliance with all valid and applicable laws, acts, rules, regulations, permits, orders, requirements and directions of any competent public authority.

SECTION 9.31. Bankruptcy or Insolvency of Landowner. For purposes of this Section 9.31, (a) each Series of Bonds secured by and payable from Special Assessments levied against property owned by any Insolvent Taxpayer (defined below) are collectively referred to herein as the "Affected Bonds" and (b) the Special Assessments levied against any Insolvent Taxpayer's property and pledged under one or more Supplemental Indentures as security for the Affected Bonds are collectively referred to herein as the "Affected Special Assessments".

The provisions of this Section 9.31 shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to the Affected Special Assessments (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding"). For as long as any Affected Bonds remain Outstanding, in any Proceeding involving the Issuer, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments, the Issuer shall be obligated to act in accordance with any direction from the Trustee with regard to all matters directly or indirectly affecting at least three percent (3%) of the Outstanding aggregate principal amount of the Affected Bonds or for as long as any Affected Bonds remain Outstanding, in any proceeding involving the Issuer, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments or the Trustee. The Issuer agrees that it

shall not be a defense to a breach of the foregoing covenant that it has acted upon advice of counsel in not complying with this covenant.

The Issuer acknowledges and agrees that, although the Affected Bonds were issued by the Issuer, the Owners of the Affected Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving any Insolvent Taxpayer: (a) the Issuer hereby agrees that it shall follow the direction of the Trustee in making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the Indenture; (b) the Issuer hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the Indenture that is inconsistent with any direction from the Trustee; (c) the Trustee shall have the right, but is not obligated to, (i) vote in any such Proceeding any and all claims of the Issuer, or (ii) file any motion, pleading, plan or objection in any such Proceeding on behalf of the Issuer, including without limitation, motions seeking relief from the automatic stay, dismissal the Proceeding, valuation of the property belonging to the Insolvent Taxpayer, termination of exclusivity, and objections to disclosure statements, plans of liquidation or reorganization, and motions for use of cash collateral, seeking approval of sales or post-petition financing. If the Trustee chooses to exercise any such rights, the Issuer shall be deemed to have appointed the Trustee as its agent and granted to the Trustee an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to the Issuer in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute any claims, to propose and prosecute a plan, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the Bankruptcy Code and (d) the Issuer shall not challenge the validity or amount of any claim submitted in such Proceeding by the Trustee in good faith or any valuations of the lands owned by any Insolvent Taxpayer submitted by the Trustee in good faith in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee's enforcement of the Issuer claim and rights with respect to the Affected Special Assessments or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the Issuer agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Affected Special Assessments, (ii) to deliver to the Issuer a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

SECTION 9.32. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Master Indenture and any Supplemental Indenture, failure of the Issuer or the Developer (if obligated pursuant to the Continuing Disclosure Agreement) to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may (and, at the request of any participating underwriter or the Holders of at least 25% aggregate principal amount in Outstanding Bonds of a Series and

receipt of indemnity to its satisfaction, shall) or any Holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under this Section 9.32. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

## **ARTICLE X**

### **EVENTS OF DEFAULT AND REMEDIES**

SECTION 10.01. Events of Default and Remedies. Except to the extent otherwise provided in the Supplemental Indenture authorizing a Series of Bonds, events of default and remedies with respect to each Series of Bonds shall be as set forth in this Master Indenture.

SECTION 10.02. Events of Default Defined. Each of the following shall be an "Event of Default" under the Indenture, with respect to a Series of Bonds:

(a) if payment of any installment of interest on any Bond of such Series is not made when it becomes due and payable; or

(b) if payment of the principal or Redemption Price of any Bond of such Series is not made when it becomes due and payable at maturity or upon call or presentation for redemption; or

(c) if the Issuer, for any reason, fails in, or is rendered incapable of, fulfilling its obligations under the Indenture or under the Act, as determined by the Majority Holder of such Series of Bonds; or

(d) if the Issuer proposes or makes an assignment for the benefit of creditors or enters into a composition agreement with all or a material part of its creditors, or a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, is appointed for the Issuer or any of its assets or revenues, or there is commenced any proceeding in liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, local, state or federal, by or against the Issuer and if such is not vacated, dismissed or stayed on appeal within ninety (90) days; or

(e) if the Issuer defaults in the due and punctual performance of any other covenant in the Indenture or in any Bond of such Series issued pursuant to the Indenture and such default continues for sixty (60) days after written notice requiring the same to be remedied shall have been given to the Issuer by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Majority Holder of the Outstanding Bonds of such Series; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the Issuer shall commence such performance



within such sixty (60) day period and shall diligently and continuously prosecute the same to completion; or

(f) written notice shall have been received by the Trustee from a Credit Facility Issuer securing Bonds of such Series that an event of default has occurred under the Credit Facility Agreement, or there shall have been a failure by said Credit Facility Issuer to make said Credit Facility available or to reinstate the interest component of said Credit Facility in accordance with the terms of said Credit Facility, to the extent said notice or failure is established as an event of default under the terms of a Supplemental Indenture; or

(g) if at any time the amount in the Debt Service Reserve Fund or any account therein is less than the Debt Service Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the Debt Service Requirement on the Bonds of any Series and such amount has not been restored within ninety (90) days of such withdrawal; or

(h) if on an Interest Payment Date the amount in any Series Interest Account, the related Series Principal Account or the related Series Sinking Fund Account, as the case may be, is insufficient to pay all amounts payable on the Bonds of such Series on such Interest Payment Date (without regard to any amount available for such purpose in the applicable Debt Service Reserve Account); and

(i) if, at any time after eighteen months following issuance of the related series of Bonds, more than twenty percent (20%) of the "maintenance special assessments" levied by the Issuer on the District Lands upon which the Special Assessments are levied to secure one or more Series of Bonds pursuant to Section 190.021(3), Florida Statutes, as amended, and collected directly by the District have become due and payable and have not been paid, when due.

The Trustee shall not be required to rely on any official action, admission or declaration by the Issuer before recognizing that an Event of Default under (c) above has occurred.

SECTION 10.03. No Acceleration; Redemption. No Series of Bonds issued under this Master Indenture shall be subject to acceleration. Upon occurrence and continuance of an Event of Default, no optional redemption or extraordinary mandatory redemption of the Bonds pursuant to Article VIII hereof shall occur unless all of the Bonds of the Series where an Event of Default has occurred will be redeemed or if 100% of the Holders of such Series of Bonds agree to such redemption. Provided however nothing in this Section 10.03 shall prevent a pro rata default distribution pursuant to Section 10.12 herein.

SECTION 10.04. Foreclosure of Assessment Lien. Notwithstanding Section 9.06 of this Master Indenture or any other provision of this Master Indenture to the contrary, the following provisions shall apply with respect to the Special Assessments securing a Series of Bonds and such Series of Bonds.

If any property shall be offered for sale for the nonpayment of any Special Assessment and no person or persons shall purchase such property for an amount equal to the full amount due on the Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the Issuer for an amount equal to the balance due on

the Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the Issuer and the Issuer shall receive in its corporate name or in the name of a special purpose entity title to the property for the benefit of the Owners of the applicable Series of Bonds; provided that the Trustee shall have the right, acting at the written direction of the Majority Holder, but shall not be obligated, to direct the Issuer with respect to any action taken pursuant to this Section. The Issuer, either through its own actions, or actions caused to be taken through the Trustee, shall have the power and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Revenue Account. The Issuer, either through its own actions, or actions caused to be taken through the Trustee, agrees that it shall be required to take the measures provided by law for sale of property acquired by it as Trustee for the Owners of the applicable Series of Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee or the Majority Holder.

SECTION 10.05. Legal Proceedings by Trustee. If any Event of Default with respect to a Series of Bonds has occurred and is continuing, the Trustee, in its discretion may, and upon the written request of the Majority Holder of the Outstanding Bonds of such Series and receipt of indemnity to its satisfaction shall, in its own name:

- (a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Holders of the Bonds of such Series, including, without limitation, the right to require the Issuer to carry out any agreements with, or for the benefit of, the Bondholders of the Bonds of such Series and to perform its or their duties under the Act;
- (b) bring suit upon the Series of Bonds;
- (c) by action or suit in equity require the Issuer to account as if it were the trustee of an express trust for the Holders of the Bonds of such Series;
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the Bonds of such Series; and
- (e) by other proceeding in law or equity, exercise all rights and remedies provided for by any other document or instrument securing such Series of Bonds.

SECTION 10.06. Discontinuance of Proceedings by Trustee. If any proceeding taken by the Trustee on account of any Event of Default is discontinued or is determined adversely to the Trustee, the Issuer, the Trustee, the Paying Agent and the Bondholders shall be restored to their former positions and rights hereunder as though no such proceeding had been taken.

SECTION 10.07. Bondholders May Direct Proceedings. Subject to Section 10.08 below, the Majority Holder of the Outstanding Bonds of a Series then subject to remedial proceedings under this Article X shall have the right to direct the method and place of conducting all remedial proceedings by the Trustee under the Indenture, provided that such directions shall not be otherwise than in accordance with law or the provisions of the Indenture.

SECTION 10.08. Limitations on Actions by Bondholders. No Bondholder shall have any right to pursue any remedy hereunder unless (a) the Trustee shall have been given written notice of an Event of Default, (b) the Majority Holder of the Outstanding Bonds of the applicable

Series shall have requested the Trustee, in writing, to exercise the powers hereinabove granted or to pursue such remedy in its or their name or names, (c) the Trustee shall have been offered indemnity satisfactory to it against costs, expenses and liabilities (including attorneys' fees, costs and expenses), and (d) the Trustee shall have failed to comply with such request within a reasonable time.

SECTION 10.09. Trustee May Enforce Rights Without Possession of Bonds. All rights under the Indenture and a Series of Bonds may be enforced by the Trustee without the possession of any of the Bonds of such Series or the production thereof at the trial or other proceedings relative thereto, and any proceeding instituted by the Trustee shall be brought in its name for the ratable benefit of the Holders of the Bonds of such Series.

SECTION 10.10. Remedies Not Exclusive. Except as limited under Section 15.01 of this Master Indenture, no remedy contained in the Indenture with respect to a Series of Bonds is intended to be exclusive of any other remedy or remedies, and each remedy is in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 10.11. Delays and Omissions Not to Impair Rights. No delay or omission in respect of exercising any right or power accruing upon any Event of Default shall impair such right or power or be a waiver of such Event of Default, and every remedy given by this Article X may be exercised from time to time and as often as may be deemed expedient.

SECTION 10.12. Application of Moneys in Event of Default. Any moneys received by the Trustee or the Paying Agent, as the case may be, in connection with any proceedings brought under this Article X with respect to a Series of Bonds shall be applied in the following order of priority:

(a) to the payment of the costs of the Trustee and Paying Agent incurred in connection with actions taken under this Article X with respect to such Series of Bonds, including counsel fees, costs and expenses and any disbursements of the Trustee and the Paying Agent and payment of unpaid fees owed to the Trustee, the Registrar or the Paying Agent.

(b) unless the principal of all the Bonds of such Series shall have become or shall have been declared due and payable:

FIRST, to payment of all installments of interest then due on the Bonds of such Series in the order of maturity of such installments of interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any preference or priority of one installment of interest over any other installment; and

SECOND, to payment to the persons entitled thereto of the unpaid principal or Redemption Price of any of the Bonds of such Series which shall have become due in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due and, if the amount available shall not be sufficient to pay in full the principal or Redemption Price coming due on such Bonds on any particular date, together with such interest, then to the payment ratably, according to the amount of

principal due on such date, to the persons entitled thereto without any preference or priority of one such Bond of a Series over another or of any installment of interest over another.

(c) if the principal of all Bonds of a Series shall have become or shall have been declared due and payable, to the payment of principal or Redemption Price (as the case may be) and interest then owing on the Bonds of such Series and in case such moneys shall be insufficient to pay the same in full, then to the payment of principal or Redemption Price and interest ratably, without preference or priority of one Bond of such Series over another or of any installment of interest over any other installment of interest.

Any surplus remaining after the payments described above shall be paid to the Issuer or to the Person lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

For purposes of the application of moneys described above, to the extent payments of principal of and interest on a Series of Bonds shall have been made under a Credit Facility relating thereto, the Credit Facility Issuer shall be entitled to moneys in the related Series Accounts in the Debt Service Fund in accordance with the agreement pursuant to which such Credit Facility has been issued (but subject to subsection (a) hereof and Section 11.04 hereof) and the Certified Resolution of the Issuer authorizing the issuance of such Bonds to which such Credit Facility relates.

SECTION 10.13. Trustee's Right to Receiver; Compliance with Act. During the continuance of an Event of Default, the Trustee shall be entitled as of right to the appointment of a receiver and the Trustee, the Bondholders and any receiver so appointed shall have such rights and powers and be subject to such limitations and restrictions as are contained in the Act and other applicable law of the State. When the Trustee incurs costs or expenses (including legal fees, costs and expenses) or renders services after the occurrence of an Event of Default, such costs and expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

SECTION 10.14. Trustee and Bondholders Entitled to all Remedies under Act. It is the purpose of this Article to provide such remedies to the Trustee and Bondholders as may be lawfully granted under the provisions of the Act and other applicable laws of the State; if any remedy herein granted shall be held unlawful, the Trustee and the Bondholders shall nevertheless be entitled to every other remedy provided by the Act and other applicable laws of the State. It is further intended that, insofar as lawfully possible, the provisions of this Article X shall apply to and be binding upon any receiver appointed in accordance with Section 10.13 hereof.

SECTION 10.15. Credit Facility Issuer's Rights Upon Events of Default. Anything in the Indenture to the contrary notwithstanding, if any Event of Default, other than Events of Default described in Section 10.02(a) or (b) hereof, has occurred and is continuing while a Credit Facility securing all or a portion of such Bonds of a Series Outstanding is in effect, the Credit Facility Issuer shall have the right, in lieu of the Owners of the Series of Bonds (or portion thereof) secured by said Credit Facility, by an instrument in writing, executed and delivered to

the Trustee, to direct the time, method and place of conducting all remedial proceedings available to the Trustee under the Indenture, or exercising any trust or power conferred on the Trustee by the Indenture. Said direction shall be controlling to the extent the direction of Owners of the Series of Bonds (or portion thereof) secured by said Credit Facility would have been controlling under this Article. If the Credit Facility Issuer shall be in default in the performance of its obligations under the Credit Facility, said Credit Facility Issuer shall have no rights under this Section.

## **ARTICLE XI**

### **THE TRUSTEE; THE PAYING AGENT AND REGISTRAR**

SECTION 11.01. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created, but only upon the additional terms set forth in this Article XI, to all of which the parties hereto the Bondholders and any Credit Facility Issuer agree. The Trustee shall act as Trustee under this Master Indenture. Subject to the provisions of Section 11.03 hereof, the Trustee shall have only such duties as are expressly set forth herein, and no duties shall be implied on the part of the Trustee. The Trustee further agrees to assist the Issuer in complying with the procedures and covenants of the Issuer contained in any arbitrage rebate agreement to which the Issuer is a party and which specifically pertain to the Trustee for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds, to the extent applicable.

SECTION 11.02. No Responsibility for Recitals. The recitals, statements and representations in this Master Indenture or in the Bonds, save only the Trustee's Certificate of Authentication, if any, upon the Bonds, have been made by the Issuer and not by the Trustee and the Trustee shall be under no responsibility for the correctness thereof.

SECTION 11.03. Trustee May Act Through Agents; Answerable Only for Willful Misconduct or Negligence. The Trustee may execute any powers hereunder and perform any duties required of it through attorneys, agents, officers or employees, and shall be entitled to advice of Counsel concerning all questions hereunder and the advice of such Counsel or any opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Trustee hereunder in good faith and in reliance thereon; the Trustee shall not be answerable for the default or misconduct of any attorney or agent selected and supervised by it with reasonable care. The Trustee shall not be answerable for the exercise of any discretion or power under this Master Indenture and any Supplemental Indenture nor for anything whatever in connection with the trust hereunder, except only its own negligence or willful misconduct or breach of its obligations hereunder. The Trustee shall not be accountable for the use or application of any of the Bonds or the proceeds thereof or for the use or application of any money paid over by the Trustee in accordance with the provisions of this Indenture. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty. The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds. None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of

its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it. The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

SECTION 11.04. Compensation and Indemnity. The Issuer shall pay the Trustee reasonable compensation for its services hereunder, and also all its reasonable expenses and disbursements, and shall, to the extent permitted by law, indemnify and hold the Trustee harmless against any liabilities which it may incur in the proper exercise and performance of its powers and duties hereunder, except with respect to its own willful misconduct, negligence or breach of its obligations hereunder. If the Issuer defaults in respect of the foregoing obligations, the Trustee may deduct the amount owing to it from any moneys held by the Trustee or coming into its hands but exclusive of the Rebate Fund and moneys from a drawing on any Credit Facility, which right of payment shall be prior to the right of the holders of the Bonds. The Trustee shall promptly provide to the Issuer a periodic report of any moneys the Trustee has deducted for amounts owing to it. This Section 11.04 shall survive the termination of this Master Indenture and any Supplemental Indenture and, as to any Trustee, its removal or resignation as Trustee. No provision of this Master Indenture shall require the Trustee to expend or risk its own funds.

SECTION 11.05. No Duty to Renew Insurance. The Trustee shall be under no duty to effect or to renew any insurance policy nor shall it incur any liability for the failure of the Issuer to require or effect or renew insurance or to report or file claims of loss thereunder.

SECTION 11.06. Notice of Default; Right to Investigate. The Trustee shall give written notice by first-class mail to registered Holders of a Series of Bonds of all defaults known to the Trustee, unless such defaults have been remedied (the term "defaults" for purposes of this Section and Section 11.07 being defined to include the events specified as "Events of Default" in Article X hereof, but not including any notice or periods of grace provided for therein); provided that, except in the case of a default in payment of principal or interest or Redemption Price, the Trustee may withhold such notice so long as it in good faith determines that such withholding is in the interest of the Bondholders. The Trustee shall not be deemed to have notice of any default other than a payment default under this Master Indenture and any Supplemental Indenture or a notification by a Credit Facility Issuer of a default under its Credit Facility, unless notified in writing of such default by the Majority Holder of the Outstanding Bonds of a Series. The Trustee may, however, at any time require of the Issuer full information as to the performance of any covenant hereunder, and if information satisfactory to it is not forthcoming, the Trustee may make or cause to be made, at the expense of the Issuer, an investigation into the affairs of the Issuer.

SECTION 11.07. Obligation to Act on Defaults. The Trustee shall be under no obligation to take any action in respect of any default or otherwise, unless it is requested in writing to do so by the Majority Holder of the Outstanding Bonds which are or would be, upon the taking of such action, subject to remedial proceedings under Article X of this Master Indenture if in its opinion such action may tend to involve expense or liability, and unless it is also furnished with indemnity satisfactory to it.

SECTION 11.08. Reliance by Trustee. The Trustee may act on any requisition, resolution, notice, telegram, electronic mail, facsimile transmission, request, consent, waiver, certificate, statement, affidavit, voucher, bond, or other paper or document which it in good faith believes to be genuine and to have been passed, signed or given by the persons purporting to be authorized (which in the case of the Issuer shall be a Responsible Officer) or to have been prepared and furnished pursuant to any of the provisions of this Master Indenture and any Supplemental Indenture; the Trustee shall be under no duty to make any investigation as to any statement contained in any such instrument, but may accept the same as conclusive evidence of the accuracy of such statement.

SECTION 11.09. Trustee May Deal in Bonds. The Trustee may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Bondholders may be entitled to take with like effect as if the Trustee were not a party to this Master Indenture and any Supplemental Indenture. The Trustee may also engage in or be interested in any financial or other transaction with the Issuer; provided, however, that if the Trustee determines that any such relation is in conflict with its duties under this Master Indenture and any Supplemental Indenture, it shall eliminate the conflict or resign as Trustee.

SECTION 11.10. Construction of Ambiguous Provisions. The Trustee may construe any ambiguous or inconsistent provisions of this Master Indenture and any Supplemental Indenture, and except as otherwise provided in Article XIII of this Master Indenture, any construction by the Trustee shall be binding upon the Bondholders. The Trustee shall give prompt notice to the Issuer of any intention to make such construction.

SECTION 11.11. Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Master Indenture and all Supplemental Indentures by written resignation filed with the Secretary of the Issuer not less than sixty (60) days before the date when such resignation is to take effect. Notice of such resignation shall be sent by first-class mail to each Bondholder as its name and address appears on the Bond Register and to any Paying Agent, Registrar and Credit Facility Issuer, if any, at least sixty (60) days before the resignation is to take effect. Such resignation shall take effect on the day specified in the Trustee's notice of resignation unless a successor Trustee is previously appointed, in which event the resignation shall take effect immediately on the appointment of such successor; provided, however, that notwithstanding the foregoing, such resignation shall not take effect until a successor Trustee has been appointed. If a successor Trustee has not been appointed within ninety (90) days after the Trustee has given its notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a temporary successor Trustee to serve as Trustee until a successor Trustee has been duly appointed. Notice of such resignation shall also be given to any rating agency that shall then have in effect a rating on any of the Bonds.

SECTION 11.12. Removal of Trustee. The Trustee may be removed at any time by either (a) the Issuer, if no default exists under this Master Indenture or any Supplemental Indenture, or (b) an instrument or concurrent instruments in writing, executed by the Majority Holder of the Bonds then Outstanding and filed with the Issuer. A photographic copy of any instrument or instruments filed with the Issuer under the provisions of this paragraph, duly certified by a Responsible Officer, shall be delivered promptly by the Issuer to the Trustee and to any Paying Agent, Registrar and Credit Facility Issuer, if any.

The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any material provision of this Master Indenture or any Supplemental Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Issuer or the Majority Holder of the Bonds then Outstanding.

SECTION 11.13. Appointment of Successor Trustee. If the Trustee or any successor Trustee resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee, and the Issuer shall appoint a successor and shall mail notice of such appointment by first-class mail to each Bondholder as its name and address appear on the Bond Register, and to the Paying Agent, Registrar, Credit Facility Issuer, if any, and any rating agency that shall then have in effect a rating on any of the Bonds. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Master Indenture prior to the date specified in the notice of resignation or removal as the date when such resignation or removal was to take effect, the Majority Holder of all Bonds then Outstanding may appoint a successor Trustee.

SECTION 11.14. Qualification of Successor. A successor Trustee shall be a bank or trust company with trust powers, having a combined net capital and surplus of at least \$50,000,000.

SECTION 11.15. Instruments of Succession. Subject to Section 11.16 hereof, any successor Trustee shall, subject to Section 11.16 hereof, execute, acknowledge and deliver to the Issuer an instrument accepting such appointment hereunder and thereupon, such successor Trustee, without any further act, deed, or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named Trustee herein. The Trustee ceasing to act hereunder, after deducting all amounts owed to the Trustee, shall pay over to the successor Trustee all moneys held by it hereunder and, upon written request of the successor Trustee, the Trustee ceasing to act and the Issuer shall execute and deliver an instrument or instruments prepared by the Issuer transferring to the successor Trustee all the estates, properties, rights, powers and trusts hereunder of the predecessor Trustee, except for its rights to indemnity under Section 11.04 hereof.

SECTION 11.16. Merger of Trustee. Any corporation into which any Trustee hereunder may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Trustee hereunder shall be a party, or any corporation that acquires the Trust Accounts of any Trustee hereunder, shall be the successor Trustee under this



Master Indenture and all Supplemental Indentures, without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding; provided, however, that any such successor corporation continuing to act as Trustee hereunder shall meet the requirements of Section 11.14 hereof, and if such corporation does not meet the aforesaid requirements, a successor Trustee shall be appointed pursuant to this Article XI. The Trustee may not resign as the Paying Agent or the Registrar without resigning as Trustee.

SECTION 11.17. Extension of Rights and Duties of Trustee to Paying Agent and Registrar. The provisions of Sections 11.02, 11.03, 11.04, 11.08, 11.09, 11.10 and 11.16 hereof are hereby made applicable to the Paying Agent and the Registrar, as appropriate, and any Person serving as Paying Agent and/or Registrar, hereby enters into and agrees to comply with the covenants and agreements of this Master Indenture and all Supplemental Indentures applicable to the Paying Agent and Registrar, respectively.

SECTION 11.18. Resignation of Paying Agent or Registrar. The Paying Agent or Registrar may resign and be discharged of the duties created by this Master Indenture and all Supplemental Indentures by executing an instrument in writing resigning such duties and specifying the date when such resignation shall take effect, and filing the same with the Issuer, the Trustee, and any rating agency that shall then have in effect a rating on any of the Bonds, not less than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving written notice of such resignation not less than three (3) weeks prior to such resignation date to the Bondholders, mailed to their addresses as such appear in the Bond Register. Such resignation shall take effect on the date specified in such instrument and notice, but only if a successor Paying Agent or Registrar shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor Paying Agent or Registrar. If the successor Paying Agent or Registrar shall not have been appointed within a period of ninety (90) days following the giving of notice, then the Paying Agent or Registrar shall be authorized to petition any court of competent jurisdiction to appoint a successor Paying Agent or Registrar as provided in Section 11.22 hereof.

SECTION 11.19. Removal of Paying Agent or Registrar. The Paying Agent or Registrar may be removed at any time prior to any Event of Default by the Issuer by filing with the Paying Agent or Registrar to be removed, and with the Trustee, an instrument or instruments in writing executed by the Issuer appointing a successor, or an instrument or instruments in writing designating, and accompanied by an instrument or appointment by the Issuer of, such successor. Such removal shall be effective thirty (30) days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Paying Agent or Registrar appointed hereunder shall execute, acknowledge and deliver to the Issuer an instrument accepting such appointment hereunder.

SECTION 11.20. Appointment of Successor Paying Agent or Registrar. In case at any time the Paying Agent or Registrar shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Paying Agent or Registrar, as the case may be, and a successor shall be appointed by the Issuer; and in case at any time the Paying Agent or Registrar shall resign, then a

successor shall be appointed by the Issuer. After any such appointment, notice of such appointment shall be given by the Issuer to the predecessor Paying Agent or Registrar, the successor Paying Agent or Registrar, the Trustee, the Credit Facility Issuer, if any, any rating agency that shall then have in effect a rating on any of the Bonds, and all Bondholders. Any new Paying Agent or Registrar so appointed shall immediately, and without further act, supersede the predecessor Paying Agent or Registrar.

SECTION 11.21. Qualifications of Successor Paying Agent or Registrar. Every successor Paying Agent or Registrar (a) shall be a commercial bank or trust company (i) duly organized under the laws of the United States or any state or territory thereof, (i) authorized by law to perform all the duties imposed upon it by this Master Indenture and all Supplemental Indentures and (iii) capable of meeting its obligations hereunder, and (b) shall have a combined net capital and surplus of at least \$50,000,000.

SECTION 11.22. Judicial Appointment of Successor Paying Agent or Registrar. In case at any time the Paying Agent or Registrar shall resign and no appointment of a successor Paying Agent or Registrar shall be made pursuant to the foregoing provisions of this Master Indenture prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Paying Agent or Registrar may forthwith apply to a court of competent jurisdiction for the appointment of a successor Paying Agent or Registrar. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Paying Agent or Registrar. Notice of such appointment shall be given by the Successor Registrar or Paying Agent to the Issuer, the Trustee, the Credit Facility Issuer, if any, any rating agency that shall then have in effect a rating on any of the Bonds, and all Bondholders. In the absence of such an appointment, the Trustee shall become the Registrar or Paying Agent, or and shall so notify the Issuer, any rating agency that shall have issued a rating on the Bonds, and all Bondholders.

SECTION 11.23. Acceptance of Duties by Successor Paying Agent or Registrar. Any successor Paying Agent or Registrar shall become duly vested with all the estates, property, rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named Paying Agent or Registrar herein. Upon request of such Paying Agent or Registrar, such predecessor Paying Agent or Registrar and the Issuer shall, after payment of its fees and expenses, execute and deliver an instrument transferring to such successor Paying Agent or Registrar all the estates, property, rights and powers hereunder, except for its rights under Section 11.04 hereof, as applicable, pursuant to Section 11.17 hereof, of such predecessor Paying Agent or Registrar and such predecessor Paying Agent or Registrar shall pay over and deliver to the successor Paying Agent or Registrar all moneys and other assets at the time held by it hereunder.

SECTION 11.24. Successor by Merger or Consolidation. Any corporation into which any Paying Agent or Registrar hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Paying Agent or Registrar hereunder shall be a party, or any corporation which shall have purchased substantially all of the bond administration business of the corporate trust department shall be the successor Paying Agent or Registrar under this Master Indenture and all Supplemental Indentures without the execution or filing of any paper or any further act on the part of the

parties thereto, anything in this Master Indenture or any Supplemental Indenture to the contrary notwithstanding.

SECTION 11.25 Patriot Act Requirements of Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

## **ARTICLE XII**

### **ACTS OF BONDHOLDERS; EVIDENCE OF OWNERSHIP OF BONDS**

SECTION 12.01. Acts of Bondholders: Evidence of Ownership of Bonds. Any action to be taken by Bondholders may be evidenced by one or more concurrent written instruments of similar tenor signed or executed by such Bondholders in person or by an agent appointed in writing. The fact and date of the execution by any person of any such instrument may be provided by acknowledgment before a notary public or other officer empowered to take acknowledgments or by an affidavit of a witness to such execution. Any action by the Owner of any Bond shall bind all future Owners of the same Bond in respect of anything done or suffered by the Issuer, Trustee, Paying Agent or Registrar in pursuance thereof.

## **ARTICLE XIII**

### **AMENDMENTS AND SUPPLEMENTS**

SECTION 13.01. Amendments and Supplements Without Bondholders' Consent. This Master Indenture and any Supplemental Indenture may be amended or supplemented, from time to time, without the consent of the Bondholders, by a Supplemental Indenture authorized by a Certified Resolution of the Issuer filed with the Trustee, for one or more of the following purposes:

(a) to add additional covenants of the Issuer or to surrender any right or power herein conferred upon the Issuer;

(b) for any purpose not inconsistent with the terms of the related Indenture, or to cure any ambiguity or to cure, correct or supplement any defective provision (whether because of any inconsistency with any other provision hereof or otherwise) of the related Indenture, in such manner as shall not impair the security hereof or thereof or adversely affect the rights and remedies of the Bondholders;

(c) to provide for the execution of any and all contracts and other documents as may be required in order to effectuate the conveyance of any Project to the State, the County, the City or any department, agency or branch thereof, or any other unit of government of the State, provided, however, that the Issuer shall have caused to be delivered to the Trustee an

opinion of Bond Counsel stating that such conveyance shall not impair the security hereof or adversely affect the rights and remedies of the Bondholders; and

(d) to make such changes as may be necessary in order to reflect amendments to Chapters 170, 190 and 197, Florida Statutes, so long as, in the opinion of counsel to the Issuer, such changes either: (i) do not have a material adverse effect on the Holders of the Bonds; or (ii) if such changes do have an adverse effect, that they nevertheless are required to be made as a result of such amendments.

SECTION 13.02. Amendments With Bondholders' Consent. Subject to the provisions of Section 13.01 hereof, this Master Indenture and any Supplemental Indenture may be amended from time to time by a Supplemental Indenture approved by the Majority Holder of the Bonds then Outstanding in the case of the Master Indenture, and of the Series of Bonds then Outstanding and secured by such Supplemental Indenture in the case of an amendment of a Supplemental Indenture including, but not limited to, any material amendment to the Special Assessments and related proceedings which secure a Series of Bonds; provided that with respect to (a) the interest payable upon any Bonds, (b) the dates of maturity or redemption provisions of any Bonds, (c) this Article XIII and (d) the security provisions hereunder or under any Supplemental Indenture, which may only be amended by approval of the Owners of all Bonds to be so amended.

SECTION 13.03. Trustee Authorized to Join in Amendments and Supplements: Reliance on Counsel. The Trustee is authorized to join in the execution and delivery of any Supplemental Indenture or amendment permitted by this Article XIII and in so doing may rely on a written opinion of Counsel that such Supplemental Indenture or amendment is so permitted and has been duly authorized by the Issuer and that all things necessary to make it a valid and binding agreement have been done.

## **ARTICLE XIV DEFEASANCE**

SECTION 14.01. Defeasance. When interest on, and principal or Redemption Price (as the case may be) of, the Bonds of a Series or any portion thereof to be defeased have been paid, or there shall have been deposited with the Trustee or such other escrow agent designated in a Certified Resolution of the Issuer (the "Escrow Agent") moneys sufficient, or Defeasance Securities, the principal of and interest on which, when due, together with any moneys remaining uninvested, will provide sufficient moneys to fully pay (i) such Bonds of a Series or portion thereof to be defeased, and (ii) any other sums payable hereunder by the Issuer, the right, title and interest of the Trustee with respect to such Bonds of a Series or portion thereof to be defeased shall thereupon cease, the lien of the Indenture on the Pledged Revenues, and the Funds and Accounts established under the Indenture shall be defeased and discharged, and the Trustee, on demand of the Issuer, shall release the Indenture as to such Bonds of a Series or portion thereof to be so defeased and shall execute such documents to evidence such release as may be reasonably required by the Issuer and shall turn over to the Issuer or to such Person, body or authority as may be entitled to receive the same all balances remaining in any Series Funds and Accounts upon the defeasance in whole of all of the Bonds of a Series.

SECTION 14.02. Deposit of Funds for Payment of Bonds. If the Issuer deposits with the Escrow Agent moneys sufficient, or Defeasance Securities, the principal of and interest on which, when due, together with any moneys remaining uninvested, will provide sufficient moneys to pay the principal or Redemption Price of any Bonds of a Series becoming due, either at maturity or by redemption or otherwise, together with all interest accruing thereon to the date of maturity or such prior redemption, and reimburses or causes to be reimbursed or pays or causes to be paid the other amounts required to be reimbursed or paid under Section 14.01 hereof, interest on such Bonds of a Series shall cease to accrue on such date of maturity or prior redemption and all liability of the Issuer with respect to such Bonds of a Series shall likewise cease, except as hereinafter provided; provided, however, that (a) if any Bonds are to be redeemed prior to the maturity thereof, notice of the redemption thereof shall have been duly given in accordance with the provisions of Section 8.02 hereof, or irrevocable provision satisfactory to the Trustee shall have been duly made for the giving of such notice, and (b) in the event that any Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days following a deposit of moneys with the Escrow Agent, in accordance with this Section, the Issuer shall have given the Escrow Agent, in form satisfactory to the Escrow Agent, irrevocable instructions to mail to the Owners of such Bonds at their addresses as they appear on the Bond Register, a notice stating that a deposit in accordance with this Section has been made with the Escrow Agent and that the Bonds to which such notice relates are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price (as the case may be) of, and interest on, said Bonds of a Series. Thereafter such Bonds shall be deemed not to be Outstanding hereunder and the Owners of such Bonds shall be restricted exclusively to the funds so deposited for any claim of whatsoever nature with respect to such Bonds, and the Escrow Agent shall hold such funds in trust for such Owners. At the time of the deposit referred to above, there shall be delivered to the Escrow Agent a verification from a firm of independent certified public accountants stating that the principal of and interest on the Defeasance Securities, together with the stated amount of any cash remaining on deposit with the Escrow Agent, will be sufficient without reinvestment to pay the remaining principal of, redemption premium, if any, and interest on such defeased Bonds.

Money so deposited with the Escrow Agent which remains unclaimed two (2) years after the date payment thereof becomes due shall, upon request of the Issuer, if the Issuer is not at the time to the knowledge of the Escrow Agent in default with respect to any covenant in the Indenture or the Bonds of the Series contained, be paid to the Issuer; and the Owners of the Bonds for which the deposit was made shall thereafter be limited to a claim against the Issuer; provided, however, that the Escrow Agent, before making payment to the Issuer, may, at the expense of the Issuer, cause a notice to be published in an Authorized Newspaper, stating that the money remaining unclaimed will be returned to the Issuer after a specified date.

## **ARTICLE XV MISCELLANEOUS PROVISIONS**

SECTION 15.01. Limitations on Recourse. No personal recourse shall be had for any claim based on this Master Indenture or any Supplemental Indenture or the Bonds against any member of the Board of the Issuer, officer, employee or agent, past, present or future, of the

Issuer or of any successor body as such, either directly or through the Issuer or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

The Bonds of each Series are payable solely from the Pledged Revenues, and any other moneys held by the Trustee under the Indenture for such purpose. There shall be no other recourse under the Bonds, the Indenture or otherwise, against the Issuer or any other property now or hereafter owned by it.

SECTION 15.02. Payment Dates. In any case where an Interest Payment Date or the maturity date of the Bonds or the date fixed for the redemption of any Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 15.03. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Bonds.

SECTION 15.04. Illegal Provisions Disregarded. If any term of Master Indenture or any Supplemental Indenture or the Bonds or the application thereof for any reason or circumstances shall to any extent be held invalid or unenforceable, the remaining provisions or the application of such terms or provisions to Persons and situations other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision hereof and thereof shall be valid and enforced to the fullest extent permitted by law.

SECTION 15.05. Substitute Notice. If for any reason it shall be impossible to make publication of any notice required hereby in a newspaper or newspapers, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of such notice.

SECTION 15.06. Notices. Any notice, demand, direction, request or other communication authorized or required by this Master Indenture or any Supplemental Indenture to be given to or filed with the Issuer or the Trustee (each a "Notice") shall be in writing and shall be delivered, by First Class Mail, postage prepaid, or by overnight delivery service, addressed as follows:

(a) As to the Issuer -

Eden Hills Community Development District  
c/o Governmental Management Services -  
Central Florida, LLC  
135 W. Central Blvd., Ste. # 320  
Orlando, Florida 32801  
Attention: George S. Flint, District Manager

with a copy to –

Hopping Green & Sams  
119 S. Monroe St., Ste. 300  
Tallahassee, FL 32301  
Phone: 850.222.7500  
Attention: Roy Van Wyk

(b) As to the Trustee -

U.S. Bank National Association  
225 E. Robinson St., Suite 250  
Orlando, Florida 32801  
Attention: Stacey L. Johnson

Except as otherwise provided in this Master Indenture or any Supplemental Indenture, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-Business Day, shall be deemed received on the next Business Day. If any time for giving Notice contained in this Master Indenture or any Supplemental Indenture would otherwise expire on a non-Business Day, the Notice period shall be extended to the next succeeding Business Day. Counsel for the Issuer and counsel for the Trustee may deliver Notice on behalf of the Issuer and the Trustee, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

All documents received by the Trustee under the provisions of this Master Indenture or any Supplemental Indenture and not required to be redelivered shall be retained in its possession, subject at all reasonable times to the inspection of the Issuer, any Consultant, any Bondholder and the agents and representatives thereof as evidenced in writing.

The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by the Issuer by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the Issuer shall provide to the Trustee an incumbency certificate listing designated persons with the authority to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Issuer elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Issuer agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

SECTION 15.07. Controlling Law. This Master Indenture and all Supplemental Indentures shall be governed by and construed in accordance with the laws of the State.

SECTION 15.08. Successors and Assigns. All the covenants, promises and agreements in this Master Indenture and all Supplemental Indentures contained by or on behalf of the Issuer or by or on behalf of the Trustee shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 15.09. Headings for Convenience Only. The table of contents and descriptive headings in this Master Indenture are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 15.10. Counterparts. This Master Indenture and any Supplemental Indentures may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 15.11. Appendices and Exhibits. Any and all appendices or exhibits referred to in and attached to this Master Indenture are hereby incorporated herein and made a part hereof for all purposes.

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**IN WITNESS WHEREOF**, Eden Hills Community Development District has caused this Master Indenture to be executed by the Chairperson of its Board and its corporate seal to be hereunto affixed, attested by the Secretary or Assistant Secretary of its Board and U.S. Bank National Association has caused this Master Indenture to be executed by one of its authorized signatories and, in the case of the District, its seal to be hereunto affixed, all as of the day and year first above written.

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

[SEAL]

Attest:

By: \_\_\_\_\_  
Chairperson, Board of Supervisors

By: \_\_\_\_\_  
Secretary, Board of Supervisors

**U.S. BANK NATIONAL ASSOCIATION**, as  
Trustee, Paying Agent and Registrar

By: \_\_\_\_\_  
Vice President

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT**

The present boundaries of Eden Hills Community Development District are as follows:

#### **PARCEL 1**

THE S-1/2 OF SE-1/4 AND E-1/2 OF SW-1/4 OF SECTION 19, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY OF CASS ROAD.

#### **PARCEL 2**

THE S ½ OF THE SW ¼ OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 26 EAST, LESS AND EXCEPT ALL ROADWAYS AND EASEMENTS OF RECORD OR IN USE, LYING AND BEING IN POLK COUNTY, FLORIDA.

#### **PARCEL 3**

COMMENCING AT THE SECTION POST AT THE NORTHEAST CORNER OF THE NE ¼ OF SECTION 30, TOWNSHIP 27 SOUTH, RANGE 26 EAST, RUNNING THENCE IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF SAID SECTION 2290 FEET; THENCE SOUTH 685 FEET; THENCE IN AN EASTERLY DIRECTION PARALLEL TO THE NORTH LINE OF SAID SECTION TO THE EAST LINE OF SAID SECTION AND THENCE IN A NORTHERLY DIRECTION TO THE PLACE OF BEGINNING, LESS ROAD RIGHT OF WAY OF CASS ROAD.

#### **PARCEL 4**

THE SOUTH 945 FEET OF THE NW ¼ AND THE N ½ OF THE SW ¼ OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 26 EAST, LESS AND EXCEPT A PARCEL OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 341 FEET NORTH OF THE SOUTHEAST CORNER OF THE N ½ OF THE SW ¼, RUN THENCE NORTH ALONG THE HALF SECTION LINE A DISTANCE OF 1929 FEET TO THE NORTH BOUNDARY OF THE ABOVE DESCRIBED PROPERTY, RUN THENCE WEST A DISTANCE OF 562.3 FEET, RUN THENCE SOUTH 16°15' EAST A DISTANCE OF 2009.3 FEET TO THE **POINT OF BEGINNING**.

LESS & EXCEPT THE FOLLOWING DESCRIBED PARCELS:

THAT PORTION OF CASS ROAD MAINTAINED RIGHT-OF-WAY AS SHOWN IN MAP BOOK 14, PAGES 78 THROUGH 86, AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, IN SECTIONS 19, 20, AND 30 TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

AND LESS & EXCEPT

THAT PORTION OF OLD LAKE ALFRED ROAD AS RECORDED IN MAP BOOK 2, PAGES 323 THROUGH 327, AND OFFICIAL RECORDS BOOK 7794, PAGES 986

THROUGH 1002, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, IN SECTION 20, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

AND LESS & EXCEPT

RIGHT-OF-WAY PARCELS FOR COUNTY ROAD 557 AS SHOWN ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 1629 PROJECT 5537, AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**THOSE PARTS MORE PARTICULARLY DESCRIBED AS:**

**PARCEL 1**

**BEGIN** AT A 5/8" IRON ROD AND CAP "LB 5450" STANDING AT THE NORTHWEST CORNER OF THE EAST ½ OF THE SOUTHWEST ¼ OF ABOVE SAID SECTION 19, AND RUN THENCE ALONG THE NORTH LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 N-89°59'47"-E, 1321.68 FEET TO THE NORTHEAST CORNER OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19; THENCE ALONG THE EAST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 S-00°08'25"-E, 1323.96 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SAID SECTION 19; THENCE ALONG THE NORTH LINE OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SAID SECTION 19 S-89°58'20"-E, 2637.88 FEET TO A 5/8" IRON ROD AND CAP "LB 5450" STANDING ON THE WESTERLY MAINTAINED RIGHT-OF-WAY LINE OF CASS ROAD ACCORDING TO MAP BOOK 14, PAGES 78 THROUGH 86 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWELVE (12) COURSES: 1) S-02°15'09"-W, 13.10 FEET TO A 5/8" IRON ROD AND CAP LB "8126"; THENCE 2) N-89°57'27"-W, 12.08 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 3) S-00°01'04"-E, 81.82 FEET; THENCE 4) N-87°37'47"-W, 0.97 FEET; THENCE 5) S-00°02'58"-W, 83.99 FEET; THENCE 6) S-00°14'03"-E, 282.24 FEET; THENCE 7) S-00°01'04"-E, 418.62 FEET; THENCE 8) S-00°34'59"-W, 258.08 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 9) S-05°24'19"-W, 43.23 FEET TO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE 10) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 246.83 FEET, A CENTRAL ANGLE/DELTA OF 14°54'25", A CHORD BEARING OF S-18°09'26"-W, A CHORD DISTANCE OF 64.04 FEET, FOR AN ARC LENGTH OF 64.22 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 11) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 213.59 FEET, A CENTRAL ANGLE/DELTA OF 16°06'05", A CHORD BEARING OF S-43°12'17"-W, A CHORD DISTANCE OF 59.83 FEET, FOR AN ARC LENGTH OF 60.02 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 12) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 150.45 FEET, A CENTRAL ANGLE/DELTA OF 07°22'46", A CHORD BEARING OF S-61°45'46"-W, A CHORD DISTANCE OF 19.36 FEET, FOR AN ARC LENGTH OF 19.38 FEET TO A 5/8" IRON ROD AND CAP STANDING ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID CASS ROAD; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING FORTY (40) COURSES: 1) S-88°38'37"-W, 153.54 FEET;

THENCE 2) S-89°10'37"-W, 216.44 FEET; THENCE 3) S-89°17'23"-W, 188.18 FEET;  
 THENCE 4) N-89°38'32"-W, 298.21 FEET; THENCE 5) N-89°53'42"-W, 234.77 FEET;  
 THENCE 6) N-89°37'59"-W, 217.84 FEET; THENCE 7) S-89°30'50"-W, 250.08 FEET;  
 THENCE 8) N-89°55'08"-W, 231.89 FEET; THENCE 9) N-89°49'48"-W, 270.34 FEET;  
 THENCE 10) N-88°49'36"-W, 59.54 FEET; THENCE 11) N-80°07'52"-W, 37.96 FEET;  
 THENCE 12) N-85°14'01"-W, 17.09 FEET; THENCE 13) N-70°59'02"-W, 18.15 FEET;  
 THENCE 14) N-65°55'57"-W, 21.10 FEET; THENCE 15) N-67°05'59"-W, 98.72 FEET TO A  
 POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 16) NORTHWESTERLY  
 ALONG SAID CURVE HAVING A RADIUS OF 523.28 FEET, A CENTRAL ANGLE/DELTA OF 13°50'09", A CHORD BEARING OF N-67°01'16"-W, A CHORD  
 DISTANCE OF 126.06 FEET, FOR AN ARC LENGTH OF 126.36 FEET; THENCE 17) N-  
 68°58'37"-W, 34.06 FEET; THENCE 18) S-89°31'05"-W, 19.75 FEET TO A POINT OF  
 CURVE CONCAVE SOUTHERLY; THENCE 19) NORTHWESTERLY ALONG SAID  
 CURVE HAVING A RADIUS OF 523.28 FEET, A CENTRAL ANGLE/DELTA OF 03°49'37", A CHORD BEARING OF N-81°39'02"-W, A CHORD DISTANCE OF 34.94 FEET,  
 FOR AN ARC LENGTH OF 34.95 FEET; THENCE 20) S-89°14'01"-W, 66.62 FEET TO A  
 POINT OF CURVE CONCAVE NORTHERLY; THENCE 21) NORTHWESTERLY ALONG  
 SAID CURVE HAVING A RADIUS OF 260.64 FEET, A CENTRAL ANGLE/DELTA OF 26°43'30", A CHORD BEARING OF N-74°29'03"-W, A CHORD DISTANCE OF 120.47  
 FEET, FOR AN ARC LENGTH OF 121.57 FEET TO A POINT OF COMPOUND CURVE  
 CONCAVE NORTHWESTERLY; THENCE 22) NORTHWESTERLY ALONG SAID CURVE  
 HAVING A RADIUS OF 242.45 FEET, A CENTRAL ANGLE/DELTA OF 34°55'23", A  
 CHORD BEARING OF N-40°04'24"-W, A CHORD DISTANCE OF 145.50 FEET, FOR AN  
 ARC LENGTH OF 147.78 FEET; THENCE 23) N-27°57'49"-W, 90.06 FEET TO A POINT OF  
 CURVE CONCAVE SOUTHWESTERLY; THENCE 24) NORTHWESTERLY ALONG SAID  
 CURVE HAVING A RADIUS OF 259.87 FEET, A CENTRAL ANGLE/DELTA OF 47°51'20", A CHORD BEARING OF N-54°10'27"-W, A CHORD DISTANCE OF 210.80  
 FEET, FOR AN ARC LENGTH OF 217.05 FEET; THENCE 25) N-65°06'24"-W, 17.01 FEET;  
 THENCE 26) S-89°09'06"-W, 24.96 FEET TO A POINT OF CURVE CONCAVE  
 SOUTHERLY; THENCE 27) SOUTHWESTERLY ALONG SAID CURVE HAVING A  
 RADIUS OF 241.94 FEET, A CENTRAL ANGLE/DELTA OF 13°31'58", A CHORD  
 BEARING OF S-89°09'06"-W, A CHORD DISTANCE OF 57.01 FEET, FOR AN ARC  
 LENGTH OF 57.14 FEET; THENCE 28) S-89°09'06"-W, 20.44 FEET; THENCE 29) S-  
 75°16'11"-W, 14.14 FEET; THENCE 30) S-59°52'40"-W, 13.79 FEET TO A POINT OF  
 CURVE CONCAVE SOUTHEASTERLY; THENCE 31) SOUTHWESTERLY ALONG SAID  
 CURVE HAVING A RADIUS OF 241.94 FEET, A CENTRAL ANGLE/DELTA OF 05°46'25", A CHORD BEARING OF S-68°16'47"-W, A CHORD DISTANCE OF 24.37 FEET,  
 FOR AN ARC LENGTH OF 24.38 FEET; THENCE 32) S-63°03'02"-W, 85.21 FEET;  
 THENCE 33) S-64°14'52"-W, 92.99 FEET TO A POINT OF CURVE CONCAVE  
 NORTHERLY; THENCE 34) SOUTHWESTERLY ALONG SAID CURVE HAVING A  
 RADIUS OF 257.71 FEET, A CENTRAL ANGLE/DELTA OF 26°37'29", A CHORD  
 BEARING OF S-86°10'03"-W, A CHORD DISTANCE OF 118.68 FEET, FOR AN ARC  
 LENGTH OF 119.75 FEET; THENCE 35) N-67°10'39"-W, 37.65 FEET; THENCE 36) N-  
 66°54'31"-W, 65.68 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY;  
 THENCE 37) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 475.61  
 FEET, A CENTRAL ANGLE/DELTA OF 12°03'04", A CHORD BEARING OF N-68°55'28"-

W, A CHORD DISTANCE OF 99.85 FEET, FOR AN ARC LENGTH OF 100.04 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHWESTERLY; THENCE 38) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 415.63 FEET, A CENTRAL ANGLE/DELTA OF 14°11'59", A CHORD BEARING OF N-79°41'42"-W, A CHORD DISTANCE OF 102.74 FEET, FOR AN ARC LENGTH OF 103.01 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHERLY; THENCE 39) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 800.61 FEET, A CENTRAL ANGLE/DELTA OF 08°59'50", A CHORD BEARING OF S-86°58'55"-W, A CHORD DISTANCE OF 125.59 FEET, FOR AN ARC LENGTH OF 125.72 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHEASTERLY; THENCE 40) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 492.25 FEET, A CENTRAL ANGLE/DELTA OF 00°52'46", A CHORD BEARING OF S-78°33'19"-W, A CHORD DISTANCE OF 7.55 FEET, FOR AN ARC LENGTH OF 7.55 FEET TO A 5/8" IRON ROD AND CAP" LB 8126" STANDING ON THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19, SAID POINT IS HEREBY DESIGNATED **POINT "A"** TO BE USED HEREIN AFTER; THENCE DEPARTING SAID NORTHERLY MAINTAINED RIGHT-OF-WAY, AND CONTINUING ALONG THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19, N-00°08'18"-W, 2166.25 FEET TO THE **POINT OF BEGINNING**.

**TOGETHER WITH**

**COMMENCE** AT ABOVE DESIGNATED POINT "A", AND RUN THENCE ALONG THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 S-00°08'18"-E, 61.47 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" AND THE **POINT OF BEGINNING**; THENCE CONTINUE ALONG THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19, AND CONTINUING S-00°08'18"-E, 418.74 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 19; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 19 S-89°56'27"-E, 1602.13 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF CASS ROAD ACCORDING TO MAP BOOK 14, PAGES 78 THROUGH 86 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 19, AND ALONG SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWENTY (20) COURSES: 1) N-67°05'59"-W, 78.19 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 2) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 463.28 FEET, A CENTRAL ANGLE/DELTA OF 23°26'52", A CHORD BEARING OF N-71°23'14"-W, A CHORD DISTANCE OF 188.27 FEET, FOR AN ARC LENGTH OF 189.59 FEET; THENCE 3) S-89°14'01"-W, 64.18 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 4) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 320.64 FEET, A CENTRAL ANGLE/DELTA OF 27°20'48", A CHORD BEARING OF N-74°27'38"-W, A CHORD DISTANCE OF 151.59 FEET, FOR AN ARC LENGTH OF 153.04 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHEASTERLY; THENCE 5) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 302.45 FEET, A CENTRAL ANGLE/DELTA OF 34°43'11", A CHORD BEARING OF N-40°31'56"-W, A CHORD DISTANCE OF 180.48 FEET, FOR AN ARC LENGTH OF 183.27 FEET; THENCE

6) N-27°57'49"-W, 86.13 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 7) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 199.87 FEET, A CENTRAL ANGLE/DELTA OF 51°07'56", A CHORD BEARING OF N-56°07'58"-W, A CHORD DISTANCE OF 172.51 FEET, FOR AN ARC LENGTH OF 178.37 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHERLY; THENCE 8) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 181.94 FEET, A CENTRAL ANGLE/DELTA OF 37°08'54", A CHORD BEARING OF S-84°19'33"-W, A CHORD DISTANCE OF 115.91 FEET, FOR AN ARC LENGTH OF 117.96 FEET; THENCE 9) S-63°03'02"-W, 84.53 FEET; THENCE 10) S-64°14'52"-W, 97.90 FEET; THENCE 11) S-72°58'21"-W, 10.80 FEET; THENCE 12) S-58°07'54"-W, 3.99 FEET; THENCE 13) S-86°02'26"-W, 5.89 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 14) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 317.71 FEET, A CENTRAL ANGLE/DELTA OF 25°07'59", A CHORD BEARING OF S-88°14'39"-W, A CHORD DISTANCE OF 138.25 FEET, FOR AN ARC LENGTH OF 139.37 FEET; THENCE 15) N-67°10'39"-W, 44.44 FEET; THENCE 16) N-66°54'31"-W, 67.99 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 17) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 415.61 FEET, A CENTRAL ANGLE/DELTA OF 12°30'07", A CHORD BEARING OF N-68°52'12"-W, A CHORD DISTANCE OF 90.51 FEET, FOR AN ARC LENGTH OF 90.69 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHWESTERLY; THENCE 18) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 355.63 FEET, A CENTRAL ANGLE/DELTA OF 14°15'17", A CHORD BEARING OF N-79°31'29"-W, A CHORD DISTANCE OF 88.25 FEET, FOR AN ARC DISTANCE OF 88.48 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHERLY; THENCE 19) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 740.61 FEET, A CENTRAL ANGLE/DELTA OF 08°46'58", A CHORD BEARING OF S-87°01'04"-W, A CHORD DISTANCE OF 113.41 FEET, FOR AN ARC LENGTH OF 113.53 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHEASTERLY; THENCE 20) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 432.25 FEET, A CENTRAL ANGLE/DELTA OF 02°17'57", A CHORD BEARING OF S-77°36'22"-W, A CHORD DISTANCE OF 17.34 FEET, FOR AN ARC LENGTH OF 17.35 FEET TO THE **POINT OF BEGINNING**.

## **PARCEL 2**

**BEGIN** AT A ¾" IRON PIPE WITH NO IDENTIFICATION STANDING AT THE SOUTHWEST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 20, AND RUN THENCE ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 20 N-00°08'40"-W, 47.41 FEET TO A POINT ON THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF CASS ROAD ACCORDING TO THE MAP BOOK 14, PAGES 78 THROUGH 86 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING THE WEST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 20, AND RUN THENCE ALONG THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID CASS ROAD, THE FOLLOWING ELEVEN (11) COURSES: 1) NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 273.59 FEET, A CENTRAL ANGLE/DELTA OF 01°53'52", A CHORD BEARING OF N-34°39'47"-E, A CHORD DISTANCE OF 9.06 FEET, FOR AN ARC LENGTH OF 9.06 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; 2) NORTHEASTERLY

ALONG SAID CURVE HAVING A RADIUS OF 315.08 FEET, A CENTRAL ANGLE/DELTA OF 15°39'31", A CHORD BEARING OF N-17°59'31"-E, A CHORD DISTANCE OF 85.84 FEET, FOR AN ARC LENGTH OF 86.11 FEET; THENCE 3) N-05°24'19"-E, 48.20 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 4) N-00°34'59"-E, 261.88 FEET; THENCE 5) N-00°05'56"-E, 200.20 FEET; THENCE 6) N-00°07'04"-W, 200.11 FEET; THENCE 7) N-00°14'03"-W, 300.00 FEET; THENCE 8) N-00°02'58"-E, 83.11 FEET; THENCE 9) S-89°58'04"-W, 0.42 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE 10) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 186.00 FEET, A CENTRAL ANGLE/DELTA OF 04°15'37", A CHORD BEARING OF N-19°32'48"-E, A CHORD DISTANCE OF 13.83 FEET, FOR AN ARC LENGTH OF 13.83 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHEASTERLY; THENCE 11) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 116.00 FEET, A CENTRAL ANGLE/DELTA OF 49°02'54", A CHORD BEARING OF N-46°12'03"-E, A CHORD DISTANCE OF 96.30 FEET, FOR AN ARC LENGTH OF 99.30 FEET TO A POINT ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF OLD LAKE ALFRED ROAD ACCORDING TO MAP BOOK 2, PAGES 323 THROUGH 327 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794 PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY MAINTAINED RIGHT-OF-WAY OF SAID OLD LAKE ALFRED ROAD THE FOLLOWING TWENTY-SIX (26) COURSES: 1) N-82°42'13"-E, 27.59 FEET; THENCE 2) N-87°08'13"-E, 60.11 FEET; THENCE 3) N-89°59'43"-E, 67.10 FEET; THENCE 4) S-66°15'13"-E, 9.93 FEET; THENCE 5) S-88°48'06"-E, 100.02 FEET; THENCE 6) N-89°56'17"-E, 100.00 FEET; THENCE 7) S-89°36'13"-E, 100.00 FEET; THENCE 8) N-89°28'47"-E, 100.00 FEET; THENCE 9) N-87°28'33"-E, 100.10 FEET; THENCE 10) N-89°52'51"-E, 100.00 FEET; THENCE 11) N-89°28'47"-E, 100.00 FEET; THENCE 12) S-89°08'43"-E, 100.01 FEET; THENCE 13) S-89°56'51"-E, 100.00 FEET; THENCE 14) N-89°32'13"-E, 100.00 FEET; THENCE 15) N-89°52'51"-E, 100.00 FEET; THENCE 16) S-89°56'51"-E, 100.00 FEET; THENCE 17) N-89°59'43"-E, 100.00 FEET; THENCE 18) S-89°39'39"-E, 100.00 FEET; THENCE 19) N-89°35'39"-E, 100.00 FEET; THENCE 20) S-89°53'24"-E, 100.00 FEET; THENCE 21) N-89°52'51"-E, 100.00 FEET; THENCE 22) N-89°49'58"-E, 100.00 FEET; THENCE 23) N-89°49'24"-E, 100.00 FEET; THENCE 24) S-89°43'06"-E, 100.00 FEET; THENCE 25) N-89°11'36"-E, 100.01 FEET; THENCE 26) S-89°19'21"-E, 38.37 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 557, AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 1629-PROJECT 5537, AND AS RECORDED IN OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NUMBER 557 THE FOLLOWING TWO (2) COURSES: 1) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1372.80 FEET, A CENTRAL ANGLE/DELTA OF 28°32'52", A CHORD BEARING OF S-14°16'09"-E, A CHORD DISTANCE OF 676.95 FEET, FOR AN ARC LENGTH OF 684.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) S-00°00'16"-W, 662.88 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE SOUTH LINE OF THE

SOUTHWEST ¼ OF SAID SECTION 20; THENCE DEPARTING THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NUMBER 557, AND CONTINUE ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 20 N-89°55'39"-W, 2580.00 FEET TO THE **POINT OF BEGINNING**.

**PARCEL 3**

**BEGIN** AT A ¾" IRON PIPE WITH NO IDENTIFICATION STANDING AT THE NORTHEAST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 30, AND RUN THENCE ALONG THE EAST LINE OF SAID SECTION 30 S-00°08'40"-E, 685.00 FEET; TO A 5/8" IRON ROD AND CAP "LB 5450"; THENCE DEPARTING THE EAST LINE OF SAID SECTION 30, N-89°56'27"-W, 2290.00 FEET TO A 5/8" IRON ROD AND CAP "LB 5450"; THENCE N-00°08'32"-W, 656.90 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF CASS ROAD ACCORDING TO THE MAP BOOK 14, PAGES 78 THROUGH 86 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING FOURTEEN (14) COURSES: 1) S-85°14'01"-E, 18.29 FEET; THENCE 2) S-80°07'51"-E, 39.84 FEET; THENCE 3) S-88°49'36"-E, 64.63 FEET; THENCE 4) S-89°49'48"-E, 270.91 FEET; THENCE 5) S-89°55'08"-E, 232.23 FEET; THENCE 6) N-89°30'50"-E, 249.93 FEET; THENCE 7) S-89°37'59"-E, 217.53 FEET; THENCE 8) S-89°53'42"-E, 234.78 FEET; THENCE 9) S-89°38'32"-E, 297.15 FEET; THENCE 10) S-88°53'35"-E, 172.89 FEET; THENCE 11) S-89°59'22"-E, 232.57 FEET; THENCE 12) S-89°19'57"-E, 95.31 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 13) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 210.45 FEET, A CENTRAL ANGLE/DELTA OF 31°52'07", A CHORD BEARING OF N-73°00'48"-E, A CHORD DISTANCE OF 115.55 FEET, FOR AN ARC LENGTH OF 117.05 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 14) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 273.59 FEET, A CENTRAL ANGLE/DELTA OF 02°55'33", A CHORD BEARING OF N-50°31'27"-E, A CHORD DISTANCE OF 13.97 FEET, FOR AN ARC LENGTH OF 13.97 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 30; THENCE DEPARTING THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID CASS ROAD, AND ALONG THE NORTH LINE OF SAID SECTION 30; S-89°56'27"-E, 43.27 FEET TO THE **POINT OF BEGINNING**.

**PARCEL 4**

**BEGIN** AT A 1" IRON PIPE WITH NO IDENTIFICATION STANDING AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 20, AND RUN THENCE ALONG THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 20 N-00°08'40"-W, 945.00 FEET TO THE NORTH LINE OF THE SOUTH 945 FEET OF THE NORTHWEST ¼ OF SAID SECTION 20; THENCE ALONG THE NORTH LINE OF THE SOUTH 945 FEET OF THE NORTHWEST ¼ OF SAID SECTION 20 N-89°56'41"-E, 1988.39 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 557 AS SHOWN ON THE STATE OF FLORIDA-STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 1629-PROJECT 5537, AND AS RECORDED IN OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA SAID POINT IS ALSO A POINT OF CURVE



CONCAVE SOUTHWESTERLY; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NUMBER 557 THE FOLLOWING SIX (6) COURSES: 1) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1830.57 FEET, A CENTRAL ANGLE/DELTA OF  $13^{\circ}13'14''$ , A CHORD BEARING OF  $S-08^{\circ}09'36''-E$ , A CHORD DISTANCE OF 421.46 FEET, FOR AN ARC LENGTH OF 422.39 FEET TO A 5/8" IRON ROD AND CAP "LB 5450"; THENCE 2)  $N-88^{\circ}27'01''-E$ , 20.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE WESTERLY; THENCE 3) THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 1850.57 FEET, A CENTRAL ANGLE/DELTA OF  $01^{\circ}35'45''$ , A CHORD BEARING OF  $S-00^{\circ}45'06''-E$ , A CHORD DISTANCE OF 51.54 FEET, FOR AN ARC LENGTH OF 51.54 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 4)  $S-00^{\circ}02'46''-W$ , 793.12 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE EASTERLY; THENCE 5) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1492.39 FEET, A CENTRAL ANGLE/DELTA OF  $29^{\circ}30'00''$ , A CHORD BEARING OF  $S-14^{\circ}42'14''-E$ , A CHORD DISTANCE OF 759.93 FEET, FOR AN ARC LENGTH OF 768.39 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 6)  $S-29^{\circ}27'14''-E$ , 56.87 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF OLD LAKE ALFRED ROAD ACCORDING TO MAP BOOK 2, PAGES 323 THROUGH 327 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE DEPARTING THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NUMBER 557, AND ALONG THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD THE FOLLOWING NINE (9) COURSES: 1) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE/DELTA OF  $36^{\circ}52'12''$ , A CHORD BEARING OF  $S-42^{\circ}06'40''-W$ , A CHORD DISTANCE OF 31.62 FEET, FOR AN ARC LENGTH OF 32.18 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2)  $S-60^{\circ}32'46''-W$ , 20.14 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" HEREBY DESIGNATED POINT "B" TO BE USED HEREINAFTER, SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE 3) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE/DELTA OF  $29^{\circ}26'57''$ , A CHORD BEARING OF  $S-75^{\circ}16'15''-W$ , A CHORD DISTANCE OF 481.40 FEET, FOR AN ARC LENGTH OF 486.74 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 4)  $S-89^{\circ}59'43''-W$ , 564.31 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 5)  $N-76^{\circ}30'31''-W$ , 51.42 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 6)  $S-89^{\circ}59'43''-W$ , 217.24 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE 7) THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE/DELTA OF  $66^{\circ}25'19''$ , A CHORD BEARING OF  $S-56^{\circ}47'04''-W$ , A CHORD DISTANCE OF 21.91 FEET, FOR AN ARC LENGTH OF 23.19 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 8)  $S-89^{\circ}59'43''-W$ , 710.79 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 9) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE/DELTA OF  $89^{\circ}53'07''$ , A CHORD

BEARING OF N-45°03'43"-W, A CHORD DISTANCE OF 247.24 FEET, FOR AN ARC LENGTH OF 274.54 FEET TO A 5/8" IRON ROD AND CAP STANDING ON THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD; THENCE ALONG THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD THE FOLLOWING TWO (2) COURSES: 1) N-00°07'09"-W, 889.59 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE WESTERLY; THENCE 2) THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE/DELTA OF 34°41'22", A CHORD BEARING OF N-17°27'50"-W, A CHORD DISTANCE OF 149.06 FEET, FOR AN ARC LENGTH OF 151.36 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE WEST LINE OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 20; THENCE DEPARTING THE EASTERLY MAINTAINED RIGHT-OF-WAY OF SAID OLD LAKE ALFRED ROAD, AND ALONG THE WEST LINE OF THE NORTH ½ OF THE SOUTHWEST ¼ N-00°08'40"-W, 48.43 FEET TO THE **POINT OF BEGINNING**.

**TOGETHER WITH**

**COMMENCE** AT ABOVE DESIGNATED **POINT "B"**, AND RUN THENCE S-29°26'54"-E, 80.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS THE **POINT OF BEGINNING**, SAID POINT IS ALSO A POINT ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD; THENCE ALONG THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD THE FOLLOWING TWO (2) COURSES: 1) N-60°32'46"-E, 20.15 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE 2) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE/DELTA OF 36°52'12", A CHORD BEARING OF N-78°58'52"-E, A CHORD DISTANCE OF 31.62 FEET, FOR AN ARC LENGTH OF 32.18 FEET TO A 5/8" IRON ROD AND CAP STANDING ON THE WESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NUMBER 557; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 557 S-29°27'14"-E, 141.33 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD; THENCE ALONG THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD THE FOLLOWING FIVE (5) COURSES: 1) S-85°30'10"-W, 23.94 FEET; THENCE 2) S-89°49'24"-W, 100.00 FEET; THENCE 3) N-89°46'32"-W, 100.00 FEET; THENCE 4) S-89°49'24"-W, 100.00 FEET; THENCE 5) N-89°39'39"-W, 78.54 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS A POINT ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD, SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1027.00 FEET, A CENTRAL ANGLE/DELTA OF 17°02'44", A CHORD BEARING OF N-69°04'08"-E, A CHORD DISTANCE OF 304.41 FEET, FOR AN ARC LENGTH OF 305.53 FEET TO THE **POINT OF BEGINNING**.

## EXHIBIT B

### DESCRIPTION OF THE PROJECT

The Project includes the planning, financing, acquisition, construction, reconstruction, equipping and installation of the following public infrastructure improvements and associated professional fees and incidental costs related thereto pursuant to Chapter 190, Florida Statutes, as amended, including, without limitation, the items listed below, all of which is described in more detail in the Engineer's Report prepared for the Board of Supervisors of Eden Hills Community Development District, dated October 24, 2019, prepared by Wood & Associates Engineering, LLC:

<b><u>Infrastructure</u></b> <sup>(1)</sup>	<b><u>Phase 1</u></b> <b><u>(142 Lots)</u></b> <b><u>2019-2023</u></b>	<b><u>Phase 2</u></b> <b><u>(242 Lots)</u></b> <b><u>2019-2024</u></b>	<b><u>Phase 3</u></b> <b><u>(189 Lots)</u></b> <b><u>2020-2025</u></b>	<b><u>Phase 4</u></b> <b><u>(166 Lots)</u></b> <b><u>2020-2025</u></b>	<b><u>Total</u></b> <b><u>(739 Lots)</u></b>
Offsite Improvements to County Road 557 <sup>(5)(6)</sup>	\$ 40,000	\$ 85,000	\$ 67,000	\$ 58,000	\$ 250,000
Offsite Roadway Improvements to Old Lake Alfred Road, Cass Road, and Adams Barn Road	48,000	102,000	80,000	70,000	300,000
Stormwater Management <sup>(2)(3)(5)(6)</sup>	1,300,000	2,220,000	1,750,000	1,520,000	6,790,000
Utilities (Water, Sewer, & Street Lighting) <sup>(5)(6)(8)</sup>	680,000	1,200,000	910,000	800,000	3,590,000
Internal Roadways (not referenced above) <sup>(4)(5)(6)(10)</sup>	480,000	820,000	650,000	570,000	2,520,000
Entry Feature <sup>(6)(7)</sup>	130,000	270,000	210,000	190,000	800,000
Parks and Recreational Facilities <sup>(6)</sup>	190,000	410,000	320,000	280,000	1,200,000
Contingency	250,000	545,000	420,000	285,000	1,500,000
<b>TOTAL</b>	<b>\$3,118,000</b>	<b>\$5,652,000</b>	<b>\$4,407,000</b>	<b>\$3,773,000</b>	<b>\$16,950,000</b>

**Notes:**

1. Infrastructure consists of public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction in conjunction with home construction, which will be provided by home builder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2018 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with TECO for the street light poles and lighting service. Only undergrounding of wire in public right-of-way on District Land is included.
9. Estimates based on Master Infrastructure to support development of 739 lots.
10. Internal sidewalks shall be constructed along common areas only.

**EXHIBIT C**

[FORM OF BOND]

R-\_\_\_\_\_

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**UNITED STATES OF AMERICA  
STATE OF FLORIDA**

**EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BOND,  
SERIES \_\_\_\_\_**

Interest Rate

Maturity Date

Date of Original Issuance

CUSIP

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Eden Hills Community Development District (the "Issuer"), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof (except when the Bonds are in book-entry form in which case presentation shall not be required) at the corporate trust office of U.S. Bank National Association, in Orlando, Florida, as paying agent (said U.S. Bank National Association and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent"), the Principal Amount set forth above with interest thereon at the Interest Rate per annum set forth above, computed on 360-day year of twelve 30-day months, payable on the first day of [\_\_\_\_\_] of each year. Principal of this Bond is payable at the corporate trust office of U.S. Bank National Association, located in Orlando, Florida, in lawful money of the United States of America. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed on each Interest Payment Date to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by U.S. Bank National Association, as Registrar (said U.S. Bank National Association and any successor Registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each interest payment date or the date on which the principal of a Bond is to be paid (the "Record Date"). Such interest shall be payable from the most recent interest payment date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to \_\_\_\_\_1, 20\_\_\_\_, in which case from \_\_\_\_\_1, 20\_\_\_\_, or unless the date of authentication hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date. Any such

interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Paying Agent, notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the Indenture (defined below).

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, THE CITY OF LAKE ALFRED, FLORIDA (THE "CITY"), POLK COUNTY, FLORIDA (THE "COUNTY"), THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE BONDS, EXCEPT THAT THE ISSUER IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SPECIAL ASSESSMENTS (AS DEFINED IN THE INDENTURE) TO SECURE AND PAY THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE CITY, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Bond is one of an authorized issue of Bonds of the Eden Hills Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act"), and created pursuant to Ordinance No. 1422-19 (the "Ordinance") enacted by the City Commission of the City of Lake Alfred, Florida (the "City") on October 21, 2019, designated as "Eden Hills Community Development District Special Assessment Bonds, Series \_\_\_\_" (the "Bonds"), in the aggregate principal amount of \_\_\_\_\_ Dollars (\$ ) of like date, tenor and effect, except as to number. The Bonds are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act, to finance or refinance costs of the Project. The Bonds shall be issued as fully registered Bonds in authorized denominations, as set forth in the Indenture. The Bonds are issued under and secured by a Master Trust Indenture dated as of [\_\_\_\_\_] 1, 20\_\_ (the "Master Indenture"), as amended and supplemented by a \_\_\_\_\_ Supplemental Trust Indenture dated as of \_\_\_\_\_ 1, 20\_\_ (the "\_\_\_\_\_ Supplemental Indenture" and together with the Master Indenture, the "Indenture"), each by and between the Issuer and the Trustee, executed counterparts of which are on file at the corporate trust office of the Trustee in Orlando, Florida.

Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Bonds issued under the Indenture, the operation and application of the Debt Service Fund and other Funds and Accounts (each as defined in the Indenture) charged with and pledged to the payment of the principal of, premium, if any, and the interest on the Bonds, the levy and the evidencing and certifying for collection, of Special Assessments, the nature and extent of the security for the Bonds, the terms and conditions on which the Bonds are issued, the rights, duties and obligations of the Issuer and of

the Trustee under the Indenture, the conditions under which such Indenture may be amended without the consent of the registered owners of Bonds, the conditions under which such Indenture may be amended with the consent of the Majority Holder of the Bonds outstanding, and as to other rights and remedies of the registered owners of the Bonds.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

It is expressly agreed by the owner of this Bond that such owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the City, the County, the State of Florida (the "State") or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the County, the State or any other political subdivision thereof, for the payment of the principal of, premium, if any, and interest on this Bond or the making of any other sinking fund and other payments provided for in the Indenture, except for Special Assessments to be assessed and levied by the Issuer as set forth in the Indenture.

By the acceptance of this Bond, the owner hereof assents to all the provisions of the Indenture.

This Bond is payable from and secured by Pledged Revenues, as such term is defined in the Indenture, all in the manner provided in the Indenture. The Indenture provides for the levy and the evidencing and certifying, of non ad valorem assessments in the form of Special Assessments to secure and pay the Bonds.

The Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the redemption price of the Bonds shall be made on the dates specified below. Upon any redemption of Bonds other than in accordance with scheduled Sinking Fund Installments, the Issuer shall cause to be recalculated and delivered to the Trustee revised Sinking Fund Installments recalculated so as to amortize the Outstanding principal amount of Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Bonds. The Sinking Fund Installments as so recalculated shall not result in an increase in the aggregate of the Sinking Fund Installments for all Bonds in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a Sinking Fund Installment is due, the foregoing recalculation shall not be made to Sinking Fund Installments due in the year in which such redemption or purchase occurs, but shall be made to Sinking Fund Installments for the immediately succeeding and subsequent years.

**[Insert Optional & Mandatory Redemption Provisions]**

**Extraordinary Mandatory Redemption in Whole or in Part**

The Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any interest payment date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Bonds to be redeemed,

plus interest accrued to the redemption date, (i) from moneys deposited into the Bond Redemption Fund following the payment of Special Assessments on any portion of the District Lands in accordance with the provisions of the Section 9.08 of the Indenture; (ii) when sufficient moneys are on deposit in the related Funds and Accounts (other than the Rebate Fund and any other excluded fund or account as provided in the Supplemental Indenture) to pay and redeem all Outstanding Bonds and accrued interest thereon to the redemption date in addition to all amounts owed to Persons under the Indenture; (iii) if made applicable in a Supplemental Indenture, from moneys in excess of the Debt Service Reserve Requirement in the Debt Service Reserve Fund transferred to the Bond Redemption Fund pursuant to the Indenture; (iv) from excess moneys transferred from the Revenue Fund to the Bond Redemption Fund in accordance with the Indenture; (v) from moneys, if any, on deposit in the Bond Redemption Fund following condemnation or the sale of any portion of the District Lands benefited by the Project to a governmental entity under threat of condemnation by such governmental entity or the damage or destruction of all or substantially all of the Project when such moneys are not to be used pursuant to the Indenture to repair, replace or restore the Project; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the redemption date and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Project would not be economical or would be impracticable; or (vi) from amounts transferred to the Series Account of the Bond Redemption Fund from the Series Account of the Acquisition and Construction Fund in accordance with the Indenture.

#### Notice of Redemption

The Trustee shall cause notice of redemption to be mailed at least thirty (30) but not more than sixty (60) days prior to the date of redemption to all registered owners of Bonds to be redeemed (as such owners appear on the books of the Registrar on the fifth (5th) day prior to such mailing) and to certain additional parties as set forth in the Indenture; provided, however, that failure to mail any such notice or any defect in the notice or the mailing thereof shall not affect the validity of the redemption of the Bonds for which such notice was duly mailed in accordance with the Indenture. If less than all of the Bonds shall be called for redemption, the notice of redemption shall specify the Bonds to be redeemed. On the redemption date, the Bonds called for redemption will be payable at the corporate trust office of the Paying Agent and on such date interest shall cease to accrue, such Bonds shall cease to be entitled to any benefit under the Indenture and such Bonds shall not be deemed to be outstanding under the provisions of the Indenture and the registered owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof. If the amount of funds so deposited with the Trustee, or otherwise available, is insufficient to pay the redemption price and interest on all Bonds so called for redemption on such date, the Trustee shall redeem and pay on such date an amount of such Bonds for which such funds are sufficient, selecting the Bonds to be redeemed by lot from among all such Bonds called for redemption on such date, and interest on any Bonds not paid shall continue to accrue, as provided in the Indenture.

*Partial Redemption of Bonds.* If less than all the Bonds of a maturity are to be redeemed, the Trustee shall select the particular Bonds or portions of Bonds to be redeemed by lot in such reasonable manner as the Trustee in its discretion may determine. In the case of any partial redemption of Bonds pursuant to an optional redemption, such redemption shall be effectuated



by redeeming Bonds of such maturities in such manner as shall be specified by the Issuer in writing, subject to the provisions of the Indenture. In the case of any partial redemption of Bonds pursuant to an extraordinary mandatory redemption, such redemption shall be effectuated by redeeming Bonds pro rata among the maturities, treating each date on which a Sinking Fund Installment is due as a separate maturity for such purpose, with the portion to be redeemed from each maturity being equal to the product of the aggregate principal amount of Bonds to be redeemed multiplied times a fraction the numerator of which is the principal amount of Bonds of such maturity outstanding immediately prior to the redemption date and the denominator of which is the aggregate principal amount of all Bonds outstanding immediately prior to the redemption date.

The Issuer shall keep books for the registration of the Bonds at the corporate trust office of the Registrar in Orlando, Florida. Subject to the restrictions contained in the Indenture, the Bonds may be transferred or exchanged by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Indenture. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds. Neither the Issuer nor the Registrar on behalf of the Issuer shall be required (i) to issue transfer or exchange any Bond during a period beginning at the opening of business fifteen (15) days before the day of mailing of a notice of redemption of Bonds selected for redemption and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Bond so selected for redemption in whole or in part.

The Issuer, the Trustee, the Paying Agent and the Registrar shall deem and treat the person in whose name any Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Bond shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the Issuer, the Trustee, the Paying Agent or the Registrar) for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest on such Bond as the same becomes due, and for all other purposes. All such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State applicable thereto, including particularly the Act, and that the issuance



of this Bond, and of the issue of the Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by execution of the Trustee, of the certificate of authentication endorsed hereon.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, Eden Hills Community Development District has caused this Bond to be signed by the facsimile signature of the Chairperson of its Board of Supervisors and a facsimile of its seal to be imprinted hereon, and attested by the facsimile signature of the Secretary of its Board of Supervisors, all as of the date hereof.

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Chairperson, Board of Supervisors

(SEAL)

Attest:

By: \_\_\_\_\_  
Secretary, Board of Supervisors

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds delivered pursuant to the within mentioned Indenture.

Date of Authentication: \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

By: \_\_\_\_\_  
Authorized Signatory

## STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Tenth Judicial Circuit of Florida, in and for Hardee, Highlands and Polk Counties, Florida, rendered on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

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Chairperson, Board of Supervisors

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Secretary

## ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entirety
JT TEN	-	as joint tenants with rights of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - \_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

Under Uniform Transfer to Minors

Act \_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in the above list.

## ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

---

**(please print or typewrite name and address of assignee)**

---

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

---

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Signature Guarantee:

---

**NOTICE:** Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

---

**NOTICE:** The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

---

Please insert social security or other identifying number of Assignee.

**EXHIBIT D**  
**FORM OF REQUISITION**

EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 201[ ]

The undersigned, a Responsible Officer of the Eden Hills Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of \_\_\_\_\_ 1, 20\_\_, as supplemented by that certain \_\_\_\_\_ Supplemental Trust Indenture dated as of \_\_\_\_\_ 1, 20\_\_ (the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number:
- (2) Name of Payee pursuant to Acquisition Agreement:
- (3) Amount Payable:
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

1. ☐ obligations in the stated amount set forth above have been incurred by the Issuer,  
  
or  
  
☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) from the vendor of the property acquired or the services rendered, with respect to which disbursement is hereby requested.

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Responsible Officer



**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE  
REQUESTS ONLY**

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any requisition (a) the portion of the Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

\_\_\_\_\_  
Consulting Engineer

## SECTION D

## RESOLUTION 2020-25

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.**

**WHEREAS**, the Board of Supervisors (the "Board") of the Eden Hills Community Development District (the "District") hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements (the "Improvements") described in the District's *Engineer's Report for Capital Improvements*, dated November 1, 2019, attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, it is in the best interest of the District to pay the cost of the Improvements by special assessments pursuant to Chapter 190, *Florida Statutes* (the "Assessments"); and

**WHEREAS**, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy and collect the Assessments; and

**WHEREAS**, the District hereby determines that benefits will accrue to the property improved, the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the *Master Assessment Methodology*, dated November 1, 2019, attached hereto as **Exhibit B** and incorporated herein by reference and on file at the office of the District Manager, c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston St., Orlando, Florida 32801 (the "District Records Office"); and

**WHEREAS**, the District hereby determines that the Assessments to be levied will not exceed the benefit to the property improved.

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

**SECTION 1.** Recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** Assessments shall be levied to defray a portion of the cost of the Improvements.

**SECTION 3.** The nature and general location of, and plans and specifications for, the Improvements are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.

**SECTION 4.** The total estimated cost of the Improvements is \$16,950,000 (the "Estimated Cost").

**SECTION 5.** The Assessments will defray approximately \$22,000,000, which includes the Estimated Cost, plus financing-related costs, capitalized interest, a debt service reserve, and contingency.

**SECTION 6.** The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, including provisions for supplemental assessment resolutions.

**SECTION 7.** The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon the Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.

**SECTION 8.** There is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the estimated cost of the Improvements, all of which shall be open to inspection by the public.

**SECTION 9.** Commencing with the year in which the Assessments are levied and confirmed, the Assessments shall be paid in not more than thirty (30) annual installments. The Assessments may be payable at the same time and in the same manner as are ad valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non-ad valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law.

**SECTION 10.** The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

**SECTION 11.** The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the assessments or the making of the Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

**SECTION 12.** The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) consecutive weeks) in a newspaper of general circulation within Polk County, provided that the first publication shall be at least twenty (20) days before and the last publication shall be at least one (1) week prior to the date of the hearing, and to provide such other notice as may be required by law or desired in the best interests of the District.

**SECTION 13.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November, 2019.

ATTEST:

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** *Engineer's Report for Capital Improvements*, dated November 1, 2019  
**Exhibit B:** *Master Assessment Methodology*, dated November 1, 2019

**Exhibit A:**  
*Engineer's Report for Capital Improvements, dated November 1, 2019*

**Exhibit B:**  
*Master Assessment Methodology*, dated November 1, 2019

# SECTION E



**RESOLUTION 2020-26**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON \_\_\_\_\_, \_\_\_\_\_, AT \_\_\_\_\_:\_\_\_\_\_.M. AT THE OFFICES OF \_\_\_\_\_, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES.**

**WHEREAS**, the Board of Supervisors of the Eden Hills Community Development District (the "Board") has previously adopted Resolution 2020-25 entitled:

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.**

**WHEREAS**, in accordance with Resolution 2020-25, a Preliminary Special Assessment Roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, *Florida Statutes*, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at the offices of the District Manager, 219 E. Livingston St., Orlando, Florida 32801 (the "District Office").

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** There is hereby declared a public hearing to be held at \_\_\_\_\_:\_\_\_\_\_.m. on \_\_\_\_\_, \_\_\_\_\_, at the offices of \_\_\_\_\_ for the purpose of hearing comment and objections to the proposed special assessment program for District improvements as identified in the Preliminary Special Assessment Roll, a copy of

which is on file. Affected parties may appear at that hearing or submit their comments in writing prior to the hearing to the office of the District Manager 219 E. Livingston St., Orlando, Florida 32801.

**SECTION 2.** Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper(s) of general circulation within Polk County (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days' written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

**SECTION 3.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November, 2019.

ATTEST:

**EDEN HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

## SECTION VIII

# SECTION C

# Eden Hills

## Community Development District

FY20 Funding Request #1  
November 1, 2019

Payee		General Fund	
1	Funds to Open Operating Account	\$	5,000.00
2	Insurance - Fiscal Year 2019	\$	5,000.00
3	Legal Advertising	\$	10,000.00
		<b>Total:</b>	<b>\$ 20,000.00</b>

Please make check payable to:

Eden Hills Community Development District  
9145 Narcoossee Road, Suite A206  
Orlando, FL 32827