

Eden Hills
Community Development District

Agenda

April 8, 2020

AGENDA

Eden Hills

Community Development District

219 E. Livingston St., Orlando, Florida 32801

Phone: 407-841-5524 - Fax: 407-839-1526

April 1, 2020

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

Dear Board Members:

The regular meeting of the Board of Supervisors of the **Eden Hills Community Development District** will be held **Wednesday, April 8, 2020 at 5:00 PM** via **Zoom** Teleconference and Telephone. Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the February 12, 2020 Board of Supervisors Meeting
4. Consideration of Supplemental Assessment Methodology
5. Consideration of Personnel Leasing Agreement
6. Consideration of Construction Funding Agreement for Phase 1
7. Consideration of Temporary Construction and Access Easement Agreement for Phase 1
8. Ratification of Contract Agreement with Polk County Property Appraiser
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
10. Other Business
11. Supervisors Requests and Audience Comments
12. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda,

¹ Comments will be limited to three (3) minutes

and any other items. Speakers must fill out a Request to Speak form and submit it to the District Manager prior to the beginning of the meeting.

The third order of business is the approval of minutes of the February 12, 2020 Board of Supervisors meeting. A copy of the minutes is enclosed for your review.

The fourth order of business is the Consideration of Supplemental Assessment Methodology. A copy of the methodology is enclosed for your review.

The fifth order of business is the Consideration of Personnel Leasing Agreement. A copy of the agreement is enclosed for your review.

The sixth order of business is the Consideration of Construction Funding Agreement for Phase 1. A copy of the agreement is enclosed for your review.

The seventh order of business is the Consideration of Temporary Construction and Access Easement Agreement for Phase 1. A copy of the agreement is included for your review.

The eighth order of business is the Ratification of Contract Agreement with Polk County Property Appraiser. A copy of the agreement is enclosed for your review.

The ninth order of business is Staff Reports. Section C is the District Manager's Report. Sub-Section 1 includes the check register for approval and Sub-Section 2 includes the balance sheet and income statement.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,

Jill Burns
District Manager

CC: Roy Van Wyk, District Counsel

Enclosures

MINUTES

**MINUTES OF MEETING
EDEN HILLS
COMMUNITY DEVELOPMENT DISTRICT**

The Regular meeting of the Board of Supervisors of the Eden Hills Community Development District was held Friday, **February 12, 2020** at 5:00 p.m. at The Lake Alfred Public Library, 245 North Seminole Avenue, Lake Alfred, Florida.

Present and constituting a quorum:

Lauren Schwenk *via phone*
Jack Berry
Matthew Cassidy
Andrew Rhinehart

Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Roy Van Wyk
Ashton Bligh *via phone*

District Manager, GMS
District Counsel, Hopping Green & Sams
Greenberg Taurig

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present for the meeting.

THIRD ORDER OF BUSINESS

**Approval of the Minutes of the January
21, 2020 Board of Supervisors Meeting**

Ms. Burns asked for any comments, corrections, or changes to the January 21, 2020 Board of Supervisors meeting minutes. The board had no changes.

On MOTION by Mr. Rhinehart, seconded by Mr. Berry, with all in favor, Minutes of the January 21, 2020 Board of Supervisors Meeting, were approved.
--

FOURTH ORDER OF BUSINESS**Consideration of Resolution 2020-36
Delegation Resolution**

Ms. Bligh noted that this was the supplemental indenture contemplated when they did the original resolution in November 2019. It allowed the district to issue bonds in a not to exceed amount of \$25 million. Ms. Bligh presented and explained the exhibits attached to the resolution. The exhibits include a First Supplemental Trust Indenture, a Bond Purchase Agreement, a Preliminary Limited Offering Memorandum, and a Continuing Disclosure Agreement which identifies material events that have to be noticed on EMMA should they occur. Ms. Bligh pointed out Section 5 which includes the parameters of the 2020 bonds. The bonds shall be subject to redemption not later than November 1, 2032. The interest rate on the Series 2020 bonds shall not exceed that which is allowed under Florida Law. The initial aggregate principal amount of the bonds shall not exceed \$2.89 million. The bonds shall have a maturity not later than the maximum term allowed in Florida Law which is currently 30 years. The price at which the Series 2020 bonds shall be sold to the underwriter shall not be less than 98% of the aggregate phase amount of the bonds. The board had no questions on the delegation resolution.

On MOTION by Mr. Rhinehart, seconded by Mr. Berry, with all in favor, Resolution 2020-36 Delegation Resolution, was approved.

FIFTH ORDER OF BUSINESS**Consideration of Resolution 2020-37
Adopting an Internal Controls Policy**

Ms. Burns stated the district is statutorily required to establish and maintain internal controls designated to prevent and detect fraud, waste, and abuse. Most of the policies were already in place by the district, this resolution just adopts the policies.

On MOTION by Mr. Rhinehart, seconded by Mr. Berry, with all in favor, Resolution 2020-37 Adopting an Internal Controls Policy, was approved.
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SIXTH ORDER OF BUSINESS**Consideration of Resolution 2020-38
Public Hearing on the Fiscal Year 2020
Budget**

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

On MOTION by Mr. Rhinehart, seconded by Mr. Berry, with all in favor, Opening the Public Hearing, was approved.

Ms. Burns noted that the budget will be developer funded for the fiscal year 2020. The board had no questions on the budget.

On MOTION by Mr. Rhinehart, seconded by Mr. Berry, with all in favor, Resolution 2020-38 Fiscal Year 2020 Budget, was approved.

On MOTION by Mr. Rhinehart, seconded by Mr. Berry, with all in favor, Closing the Public Hearing, was approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Van Wyk stated that they are ready to do their financing as soon as the appeal period ends.

B. Engineer

There being none, the next item followed.

C. District Manager's Report

i. Approval of the Check Register

Ms. Burns noted the total was \$17,009.87. The board had no questions on the check register.

On MOTION by Mr. Rhinehart, seconded by Mr. Berry, with all in favor, the Check Register totaling \$17,009.87, was approved.

ii. Balance Sheet and Income Statement

Ms. Burns presented the financials and asked for any questions. The board had no questions.

EIGHTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Adjournment

Ms. Burns adjourned the meeting at 5:08 p.m.

On MOTION by Mr. Rhinehart, seconded by Mr. Cassidy, with all in favor, the meeting was adjourned at 5:08 p.m.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

**SUPPLEMENTAL
ASSESSMENT METHODOLOGY

FOR

EDEN HILLS
COMMUNITY DEVELOPMENT DISTRICT
FOR PHASE 1**

Date: February 12, 2020

Prepared by

**Governmental Management Services - Central Florida, LLC
219 East Livingston St.
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 \$2,890,000 of tax exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements for Phase 1 (“Phase 1 Capital Improvement Plan”) within Phase 1 of the District more specifically described as Exhibit 7 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 Phase 1 Capital Improvements or Phase 1 Capital Improvement Plan (“Capital Improvements”) that benefit property owners within Phase 1 the District.

1.1 Purpose

This Supplemental Assessment Methodology (the “Supplemental Report”) which supplements the certain Master Assessment Report dated November 1, 2019 (the “Master Report”) and together with the Supplemental Report (the “Assessment Report”) provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within Phase 1 of District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the Capital Improvements. This Assessment Report may 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 Phase 1 of 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. Phase 1 comprises approximately 155.35 acres. The development program for Phase 1 of the District currently envisions approximately 142 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 Phase 1 Capital Improvements contemplated by the District in the Phase 1 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

The Phase 1 Capital Improvements undertaken by the District create special and peculiar benefits to Phase 1 of 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 Phase 1 of the District. The implementation of the Phase 1 Capital Improvement Plan enables properties within the boundaries of Phase 1 of the District to be developed. Without the District's Phase 1 Capital Improvement Plan, there would be no infrastructure to support development of land within the Phase 1 of the District. Without the Phase

1 Capital Improvements, development of the property within Phase 1 of the District would be prohibited by law.

The general public and property owners outside of Phase 1 of the District may benefit from the provision of the Phase 1 Capital Improvements. However, any such benefit will be incidental for the purpose of the Phase 1 Capital Improvement Plan, which is designed solely to meet the needs of property within Phase 1 of the District. Properties outside of Phase 1 of the District boundaries do not depend upon the District's Phase 1 Capital Improvements. The property owners within Phase 1 of the District are therefore receiving special benefits not received by the general public and those outside the Phase 1 District 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 Phase 1 of the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Phase 1 Capital Improvement Plan that is necessary to support full development of property within Phase 1 of the District will cost approximately \$3,118,000. The District's Underwriter projects that financing costs required to fund the Phase 1 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 \$2,890,000. Without the Phase 1 Capital Improvement Plan, the property within Phase 1 of 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 \$2,890,000 in Bonds in one or more series to fund a portion of the District's Phase 1 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 \$2,890,000 in debt to the properties within Phase 1 of the District benefiting from the Phase 1 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 Phase 1 of the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Phase 1 Capital Improvements needed to support the development; these construction costs are outlined in Table 2. The Phase 1 Capital Improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$3,118,000. 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 \$2,890,000. 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 Phase 1 of the District is completed. Until the platting process occurs, the Phase 1 Capital Improvements funded by District Bonds benefits all acres within Phase 1 of the District.

The initial assessments will be levied on an equal basis to all gross acreage within Phase 1 of the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties within Phase 1 receiving the special benefits. At this point all of the lands within Phase 1 of the District are benefiting from the Phase 1 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 Phase 1 of the District, which are the beneficiaries of the Phase 1 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 Phase 1 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 is one product type 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 Phase 1 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 Phase 1 Capital Improvements will provide several types of systems, facilities and services that benefit the Phase 1 lands. These include offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. The benefit from the Phase 1 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 Phase 1 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 Phase 1 Capital Improvements actually provided.

For the provision of the Phase 1 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 Phase 1 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 Phase 1 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 debt necessary 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 Phase 1 Capital Improvements have been apportioned to the property within the Phase 1 of 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 Phase 1 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 Phase 1 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 of Phase 1 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
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR PHASE 1

Land Use	Total Assessable Units	ERUs per Unit (1)	Total ERUs
Single Family	142	1.00	142
Total Units	142		142

(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
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR PHASE 1

Capital Improvement Plan ("CIP") (1)	Cost Estimate
Offsite Improvements - CR 557	\$ 40,000
Offsite Improvements - Old Lake Alfred Rd, Cass Rd, Adams Barn Rd	\$ 48,000
Stormwater Management	\$ 1,300,000
Utilities (Water, Sewer, & Street Lighting)	\$ 680,000
Roadway	\$ 480,000
Entry Feature	\$ 130,000
Parks and Amenities	\$ 190,000
Contingencies	\$ 250,000
	\$ 3,118,000

(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

TABLE 3
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR PHASE 1

Description	Total
Construction Funds	\$ 2,337,200
Debt Service Reserve	\$ 172,175
Capitalized Interest	\$ 122,825
Underwriters Discount	\$ 57,800
Cost of Issuance	\$ 200,000
Contingency	\$ -
Par Amount*	\$ 2,890,000

Bond Assumptions:

Interest Rate	4.25%
Amortization	30 years
Capitalized Interest	12 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
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR PHASE 1

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Single Family	142	1	142	100.00%	\$ 3,118,000	\$ 21,958
Totals	142		142	100.00%	\$ 3,118,000	

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR PHASE 1

Land Use	No. of Units *	Total Improvements Costs Per Product Type	Allocation of Par Debt Per Product Type	Par Debt Per Unit
Single Family	142	\$ 3,118,000	\$ 2,890,000	\$ 20,352
Totals	142	\$ 3,118,000	\$ 2,890,000	

* Unit mix is subject to change based on marketing and other factors

<p>TABLE 6</p> <p>EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT</p> <p>PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE</p> <p>SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR PHASE 1</p>

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	142	\$ 2,890,000	\$ 20,352	\$ 172,175	\$ 1,213	\$ 1,304
Totals	142	\$ 2,890,000		\$ 172,175		

(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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 7
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR PHASE 1

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	\$ 18,603	\$ 182,311	\$ 10,861	\$ 11,679
Jack M. Berry Inc.	262719-000000-022010	145.55	\$ 18,603	\$ 2,707,689	\$ 161,314	\$ 173,456
Totals		155.35		\$ 2,890,000	\$ 172,175	\$ 185,134

(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 (%)	4.25%
Maximum Annual Debt Service	\$ 172,175

* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

SECTION V

PERSONNEL LEASING AGREEMENT

THIS PERSONNEL LEASING AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this 8th day of April, 2020, by and between **JMBI Real Estate, LLC**, a Florida limited liability company (hereinafter referred to as "Lessor"), and the **Eden Hills Community Development District**, a special-purpose unit of local government established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as "Lessee" or "District").

RECITALS

WHEREAS, the District is responsible for constructing certain infrastructure improvements within and about the boundaries of the District; and

WHEREAS, pursuant to Chapter 190, Florida Statutes, Governmental Management Services – Central Florida, LLC, (referred to herein as the "District Manager") is charged with the supervision of the works of the District including the hiring or provision of employees and other personnel; and

WHEREAS, the District desires to enter into a lease agreement with Lessor to provide certain administrative personnel to assist the District Manager and the district engineer, Wood & Associates Engineering, LLC ("District Engineer") with the administration and processing of construction related activities; and

WHEREAS, Lessor agrees to provide such a person who may work under the direction of the District Manager from time to time under such terms as are detailed below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. RECITALS. The recitals set forth above are true and correct and are hereby incorporated in and made a part of this Agreement.

2. LEASE OF PERSONNEL. For and in consideration of the compensation described in Section 6 below, Lessee hereby agrees to lease from Lessor, and Lessor hereby agrees to lease to Lessee, an individual or individuals, acceptable to Lessee, for whatever sufficient time each week is necessary to complete the work (herein referred to as the "Construction Administrator"). The Construction Administrator's salary and benefits shall be determined and paid by Lessor. At the discretion of Lessor, Lessor may terminate the employment of the individual or individuals serving as Construction Administrator; in such event, Lessor shall attempt to employ a replacement, acceptable to Lessee, to serve as Construction Administrator.

3. DUTIES. The Construction Administrator shall work for the benefit of the District and shall be responsible for performing such duties related to construction administration as directed by the District Manager and District Engineer. Specifically, the Construction Administrator's duties shall include, but not be limited to, reviewing all construction performance, field conditions, and requisitions and ensuring that the proper processes are followed, and documentation obtained pursuant to the requirements of the various District agreements regarding construction, construction funding, acquisition, completion, operation and maintenance of improvements. The Construction Administrator shall obtain such documentation from contractors and vendors related to payments

tendered and work performed, as required by the District from time to time. Lessor acknowledges the District is subject to certain prompt payment responsibilities required by law. In no event shall the actions or omissions of the Construction Administrator result in a breach by the District of its prompt payment responsibilities.

4. TERM. The term of this Agreement shall be the earlier of the project completion or a one (1) year period commencing as of the date written above (the "Commencement Date"). This Agreement shall automatically renew each year unless terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by giving at least thirty (30) days written notice to the other party specifying the date the termination is to become effective. Notwithstanding the preceding sentence, Lessee shall have the right to immediately terminate this Agreement upon a breach by Lessor. Any termination of this Agreement shall not release Lessee of its obligation to pay Lessor the compensation due pursuant to Section 6 below for all periods prior to termination.

5. OFFICE SPACE AND SUPPORT SERVICES. Lessor shall provide the Construction Administrator such supplies or support as shall be reasonably necessary for the Construction Administrator to render services on behalf of Lessee in accordance with this Agreement all at no cost to Lessee.

6. COMPENSATION.

A. For and in consideration of the lease of the services of the Construction Administrator to Lessee by Lessor and the office space, supplies, support services and/or other overhead or facilities to be furnished to Lessee by Lessor pursuant to this Agreement, if any, Lessee shall pay Lessor six thousand dollars (\$6,000) per month. Payment shall occur as detailed in Subsection 6(B) below. Lessor agrees that it shall be solely responsible for all salary, employee benefits and all payroll-related taxes and charges associated with Lessor's employment of the person serving Lessee as Construction Administrator. In no event shall this Agreement be construed as an employment agreement between the Construction Administrator and Lessee, or between Lessor and Lessee.

B. Lessor shall submit monthly bills to the District Engineer that detail the Construction Administrator's efforts expended performing the duties imposed by this Agreement. The District Engineer shall review the monthly bills and upon approval shall prepare a requisition and transmit the requisition for payment in accordance with established District procedures as such may be modified from time to time.

C. The parties agree and covenant that any change in services or compensation under this Agreement shall reference this section of this Agreement in a writing signed by both parties hereto, approved by the District's Board of Supervisors.

7. CONTROL OF CONSTRUCTION ADMINISTRATOR. All services required to be rendered by the Construction Administrator hereunder shall be rendered subject to the consent, control and direction of Lessee through the offices of the Lessee's District Manager.

8. RELATIONSHIPS. Lessor and Lessee shall not, by virtue of this Agreement, be construed as joint venturers or partners of each other, and neither shall have the power to bind or obligate the other. Lessor and Lessee acknowledge and agree that the Construction Administrator

shall be an employee of Lessor. In furtherance thereof, Lessor shall be responsible for the payment of all compensation, taxes and employee benefits and other charges payable with respect to the Construction Administrator, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation and any other taxes or charges imposed by law with respect to the Construction Administrator.

9. PREVAILING PARTY. If it should become necessary for either of the parties to resort to legal action, the non-prevailing party shall pay all reasonable legal fees and other expenses incurred by the prevailing party, including but not limited to attorneys' fees of in-house and outside counsel at all judicial levels.

10. JURY WAIVER. The parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Agreement or arising out of, under or in connection with this Agreement or any document or instrument executed in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Agreement.

11. FORCE MAJEURE. Each party hereto shall give notice promptly to the other of the nature and extent of any event of force majeure claimed to delay or prevent its performance under this Agreement.

12. 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 Lessor: | JMBI Real Estate, LLC
346 East Central Avenue
Winter Haven, Florida 33880
Attn: Jack M. Berry III |
| B. If to District: | Eden Hills Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager |
| With a copy to: | Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn.: Roy Van Wyk |

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.

13. INDEMNIFICATION. Lessor agrees to indemnify and hold the Lessee harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence of the Construction Administrator.

14. LIMITATIONS ON LIABILITY PRESERVED. Lessor agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other law.

15. THIRD-PARTY BENEFICIARIES. 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.

16. FURTHER ACTIONS. Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments, agreements and other documents as the other party may, from time to time, reasonably required in order to accomplish the purposes of this Agreement.

17. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

18. 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.

19. PUBLIC RECORDS. Lessor 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 may be public records and will be treated as such in accordance with Florida law.

20. WAIVER. No waiver of any breach of any term or condition of this Agreement shall be deemed to be a waiver of any subsequent breach of any term or condition of a like or different nature.

21. UNENFORCEABILITY. If any provisions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

22. SURVIVAL OF TERMS. The terms, conditions, obligations and covenants in this Agreement shall survive its execution by the parties hereto and the consummation of the transactions between the parties contemplated herein.

23. CAPTIONS. The captions used herein are inserted only as a matter of convenience and are not to be used in the interpretation of any provision hereof.

24. ENTIRE AGREEMENT; BINDING EFFECT. Except as to modifications made under Section 6(C), above, this Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any prior agreements and understandings relating to such subject matter. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, the parties hereto and their respective successors and permitted assigns. Neither party to this Agreement may assign their rights or obligations hereunder without the prior written consent of the other party. Any purported assignment without such prior written consent is void.

25. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute 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 PAGE LEFT INTENTIONALLY 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:

JMBI REAL ESTATE, LLC, a Florida
limited liability company

Print Name

Jack M. Berry III, Manager

SECTION VI

**CONSTRUCTION FUNDING AGREEMENT BETWEEN
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT AND
JMBI REAL ESTATE, LLC**

THIS AGREEMENT ("Agreement") is made and entered into this 8th day of April, 2020, 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 City of Lake Alfred, Florida, with a mailing address of c/o Governmental Management Services-Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter "District"), and

JMBI REAL ESTATE, LLC, a Florida limited liability company, with a mailing address of 346 E. Central Avenue, Winter Haven, Florida 33880, and the owner of certain undeveloped lands within the District (hereinafter "Developer").

RECITALS

WHEREAS, the District was established by an ordinance 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 Developer is the owner and/or developer of certain undeveloped lands located within the boundaries of the District known as Phase 1 (hereinafter the "Development") upon which the District's improvements have been or will be made; 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, the District is anticipated to be without sufficient funds available to provide for the construction of anticipated master improvements and facilities within the Development, which are described in **Exhibit A** including construction and any design, engineering, legal, or other construction, professional, or administrative costs (collectively, the "Improvements"); and

WHEREAS, in order to induce the District to proceed at this time with the construction of the necessary or desired improvements, the Developer desires to provide the funds necessary to enable the District to proceed with such improvements if and when the District exhausts the funds on deposit in the construction account; and

WHEREAS, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Improvements as described in **Exhibit A**, and the parties agree that, in the event that bonds are issued, the funds provided under this Agreement will be reimbursable from those bonds.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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.

2. FUNDING. Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the design, engineering, and construction of the Improvements. Developer will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's construction account with such depository as determined by the District.

3. REPAYMENT. The parties agree that the funds provided by Developer pursuant to this Agreement will be properly reimbursable from proceeds of the District's issuance of tax-exempt bonds. Within forty-five (45) days of receipt from time to time of sufficient funds by the District for the financing of some or all of the Improvements, the District shall reimburse Developer until full reimbursement is made or until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Improvements within five (5) years of the date of this Agreement, and, thus does not reimburse the Developer for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments which might be levied or imposed by the District.

4. DEFAULT. A default by either party to 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 actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.

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 attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AGREEMENT. This Agreement shall constitute the final and complete expression of the agreement between the parties relating to the specific subject matter of this Agreement.

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.

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 of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

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 District: Eden Hills Community Development District
c/o Governmental Management Services – Central Florida
219 E. Livingston St.
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 Developer: JMBI Real Estate, LLC
346 East Central Avenue
Winter Haven, Florida 33880
Attn: Manager

With a copy to: Straughn & Turner P.A.
255 Magnolia Avenue, S.W.
Winter Haven, Florida 33883
Attn: Richard Straughn

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 party he/she represents. 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.

10. THIRD PARTY BENEFICIARIES. 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.

11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

12. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

13. EFFECTIVE DATE. The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

14. PUBLIC RECORDS. 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 and the District's Record Retention Schedule.

15. COUNTERPARTS. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

[Signatures on next page]

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

ATTEST:

**EDEN HILLS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

WITNESS:

JMBI REAL ESTATE, LLC,
a Florida limited liability company

Print Name: _____

Jack M. Berry III, Manager

Exhibit A: *Engineer's Report for Capital Improvements* dated November 1, 2019

**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. The 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.

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 the difference between overhead and underground service to the CDD. Electric facilities funded by the District will be owned and maintained by the District, with Tampa Electric Company (TECO) providing underground electrical service to the Development. The 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.

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

Permits / Approvals	Approval / Expected Date
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

Permits / Approvals	Approval / Expected Date
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

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.

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Following is a summary of required permits obtained and pending for the construction of the public infrastructure improvements for the District:

PHASE 1

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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

Permits / Approvals	Approval / Expected Date
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

Permits / Approvals	Approval / Expected Date
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

Permits / Approvals	Approval / Expected Date
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

PHASE 3

Permits / Approvals	Approval / Expected Date
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

Permits / Approvals	Approval / Expected Date
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.

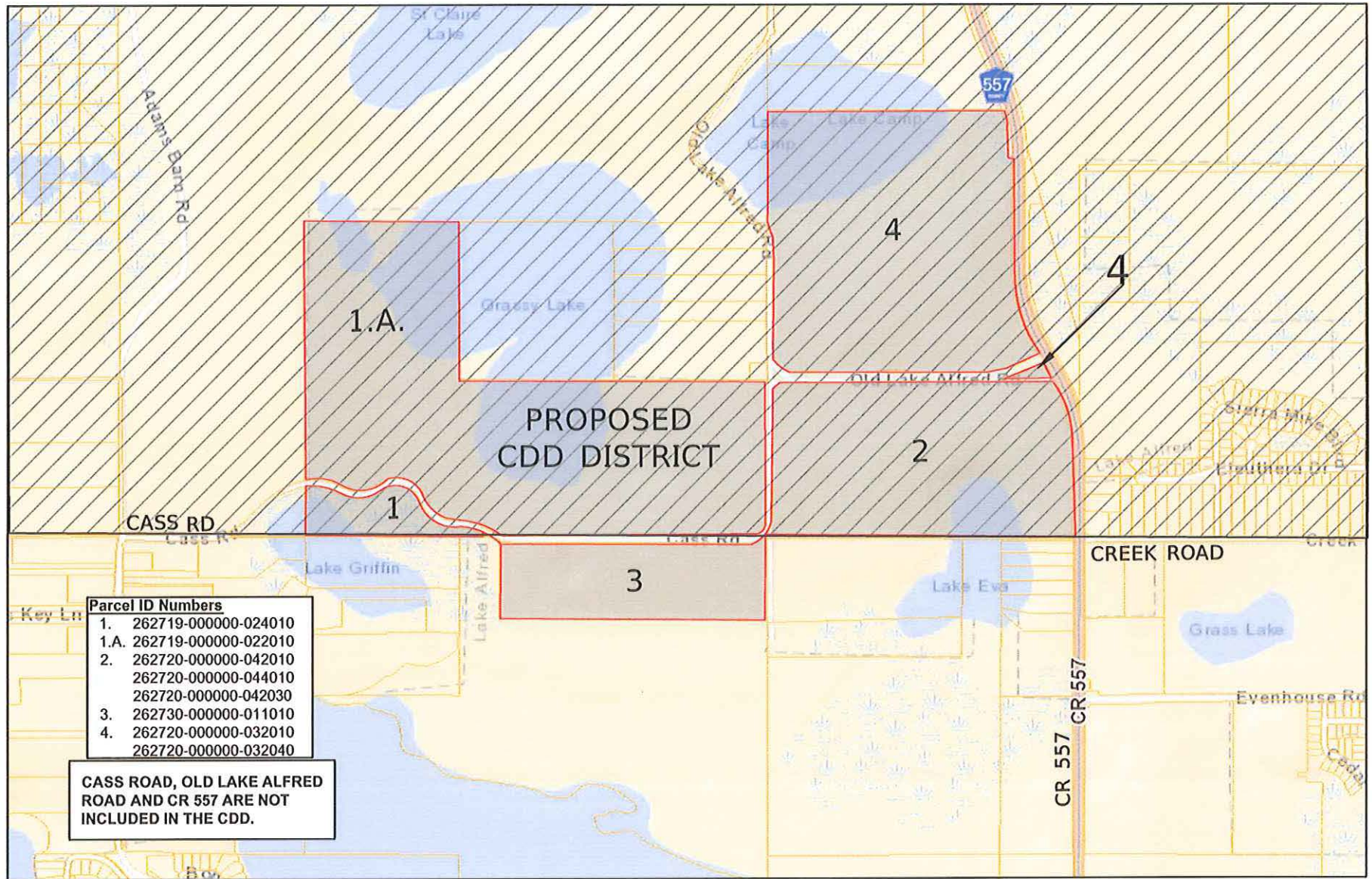
IX. CONCLUSION

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.



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EXHIBIT 1 EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT LOCATION MAP

LEGEND

GREEN SWAMP CRITICAL AREA OF CONCERN

N
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 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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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 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



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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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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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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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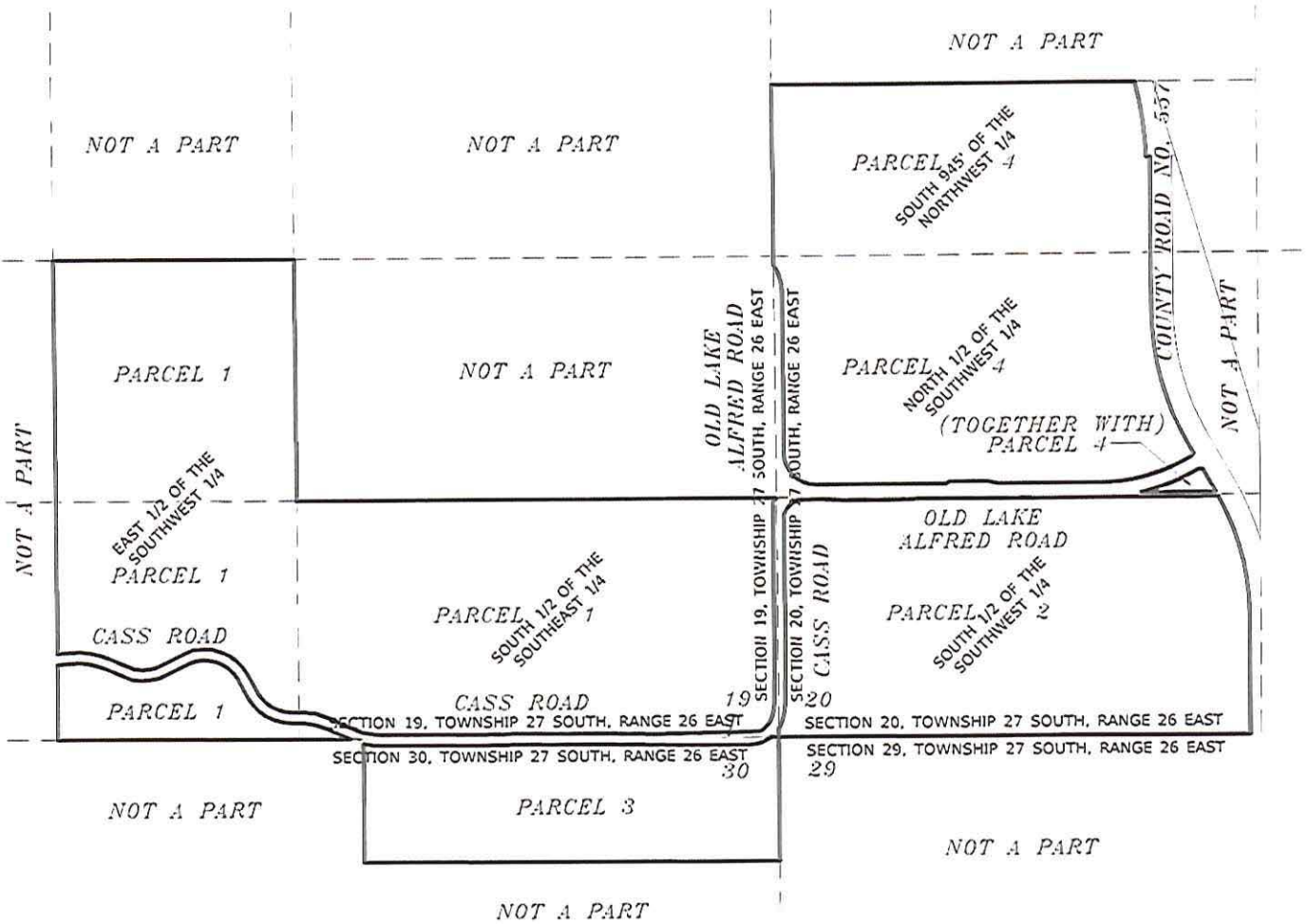
EXHIBIT 2 EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT LEGAL DESCRIPTION

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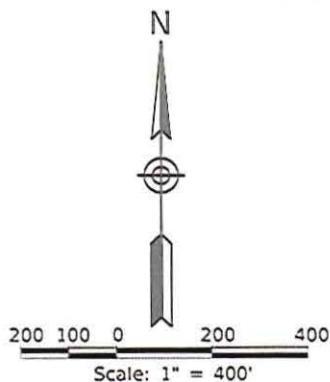
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EXHIBIT 2
OVERALL C.D.D. ~ KEY MAP
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
(NOT A SURVEY)

EXHIBIT 2 CONSISTS OF TWELVE (12) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES

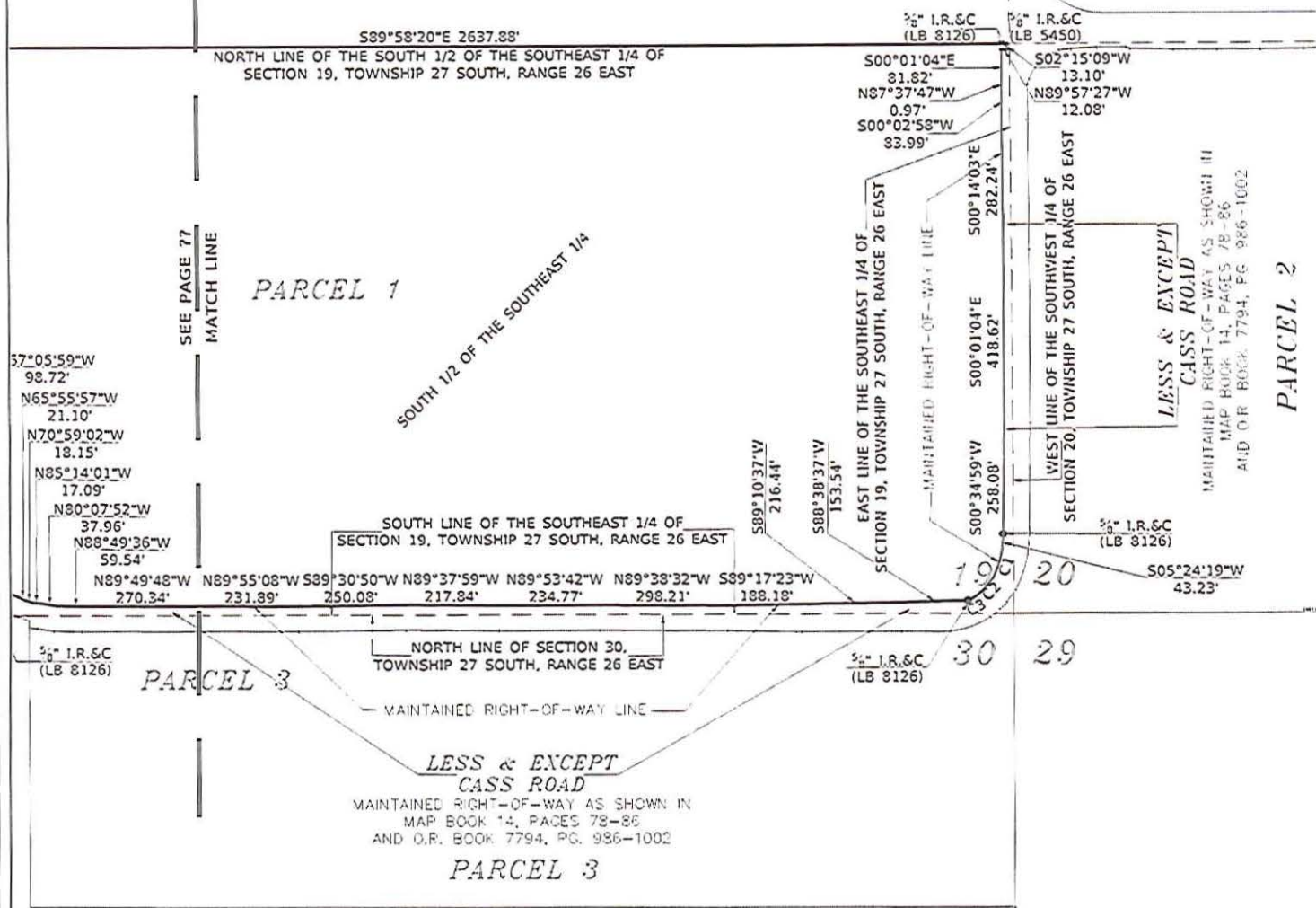


- I.R.&C. IRON ROD AND CAP (AS NOTED)
- LB LICENSED BUSINESS
- (D) INFORMATION PER "PARENT PARCELS" LEGAL DESCRIPTION
- O.R. OFFICIAL RECORDS
- PG. PAGE

NOT A PART

NOT A PART

PARCEL 2



Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	64.22'	246.83'	14° 54' 25"	64.04'	S18° 09' 26"W
C2	60.02'	213.59'	16° 06' 05"	59.83'	S43° 12' 17"W
C3	19.38'	150.45'	07° 22' 46"	19.36'	S61° 45' 46"W
C4	126.36'	523.28'	13° 50' 09"	126.06'	N67° 01' 16"W
C5	34.95'	523.28'	03° 49' 37"	34.94'	N81° 39' 02"W
C6	121.57'	260.64'	26° 43' 30"	120.47'	N74° 29' 03"W
C7	147.73'	242.45'	34° 55' 23"	145.50'	N40° 04' 24"W
C8	217.05'	259.87'	47° 51' 20"	210.80'	N54° 10' 27"W
C9	57.14'	241.94'	13° 31' 58"	57.01'	S89° 09' 06"W
C10	24.38'	241.94'	05° 46' 25"	24.37'	S68° 16' 47"W
C11	119.75'	257.71'	26° 37' 29"	118.68'	S86° 10' 03"W
C12	100.04'	475.61'	12° 03' 04"	99.85'	N68° 55' 28"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C13	103.01'	415.63'	14° 11' 59"	102.74'	N79° 41' 42"W
C14	125.72'	800.61'	08° 59' 50"	125.59'	S86° 58' 55"W
C15	7.55'	492.25'	00° 52' 46"	7.55'	S78° 33' 19"W
C16	189.59'	463.28'	23° 26' 52"	188.27'	N71° 23' 14"W
C17	153.04'	320.64'	27° 20' 48"	151.59'	N74° 27' 38"W
C18	183.27'	302.45'	34° 43' 11"	180.48'	N40° 31' 56"W
C19	178.37'	199.87'	51° 07' 56"	172.51'	N56° 07' 58"W
C20	117.96'	181.94'	37° 08' 54"	115.91'	S84° 19' 33"W
C21	139.37'	317.71'	25° 07' 59"	138.25'	S88° 14' 39"W
C22	90.69'	415.61'	12° 30' 07"	90.51'	N68° 52' 12"W
C23	88.48'	355.63'	14° 15' 17"	88.25'	N79° 31' 29"W
C24	113.53'	740.61'	08° 46' 58"	113.41'	S87° 01' 04"W
C25	17.35'	432.25'	02° 17' 57"	17.34'	S77° 36' 22"W



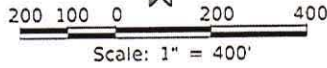
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- I.R.&C. IRON ROD AND CAP (AS NOTED)
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- PG. PAGE

NOT A PART

PARCEL 4

AND LESS & EXCEPT
OLD LAKE ALFRED ROAD

MAINTAINED RIGHT-OF-WAY AS SHOWN IN MAP BOOK 2, PAGES 323-327
AND O.R. BOOK 7794, PG. 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

PARCEL 4

1/4" I.R.&C.
(LB 8126)

1/4" I.R.&C.
(LB 8126)

S89°58'04"W
0.42'

N00°02'58"E
83.11'

N00°14'03"W
300.00'

N00°05'56"E
200.20'

N00°07'04"W
200.11'

N00°34'59"E
261.88'

1/4" I.R.&C.
(LB 8126)

N05°24'19"E
48.20'

N00°08'40"W
47.41'

N 89°55'39" W 2580.00'

S 00°00'16" W 662.88'

1/4" I.R.&C.
(LB 8126)

S 00°00'16" W 662.88'

1/4" I.R.&C.
(LB 8126)

S 00°00'16" W 662.88'

1/4" I.R.&C.
(LB 8126)

S 00°00'16" W 662.88'

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(LB 8126)

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LESS & EXCEPT
CASS ROAD

MAINTAINED RIGHT-OF-WAY AS SHOWN IN
MAP BOOK 14, PAGES 78-86
AND O.R. BOOK 7794, PG. 986-1002

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

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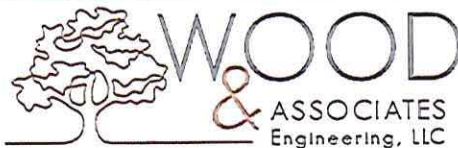
POINT OF BEGINNING

SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF
SECTION 20, TOWNSHIP 27 SOUTH, RANGE 26 EAST
3/4" IRON PIPE ~ NO IDENTIFICATION

NOT A PART

Curve Table

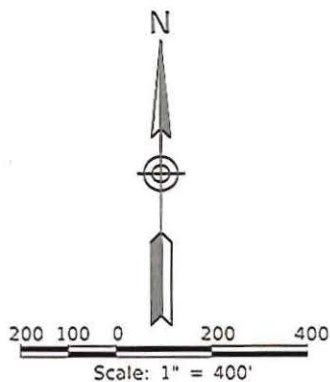
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	9.06'	273.59'	01° 53' 52"	9.06'	N34° 39' 47"E
C2	86.11'	315.08'	15° 39' 31"	85.84'	N17° 59' 31"E
C3	13.83'	186.00'	04° 15' 37"	13.83'	N19° 32' 48"E
C4	99.30'	116.00'	49° 02' 54"	96.30'	N46° 12' 03"E
C5	684.00'	1372.80'	28° 32' 52"	676.95'	S14° 16' 09"E



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EMAIL: INFO@WOODCIVIL.COM

EXHIBIT 2
PARCEL 2
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
(NOT A SURVEY)

EXHIBIT 2 CONSISTS OF TWELVE (12) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES

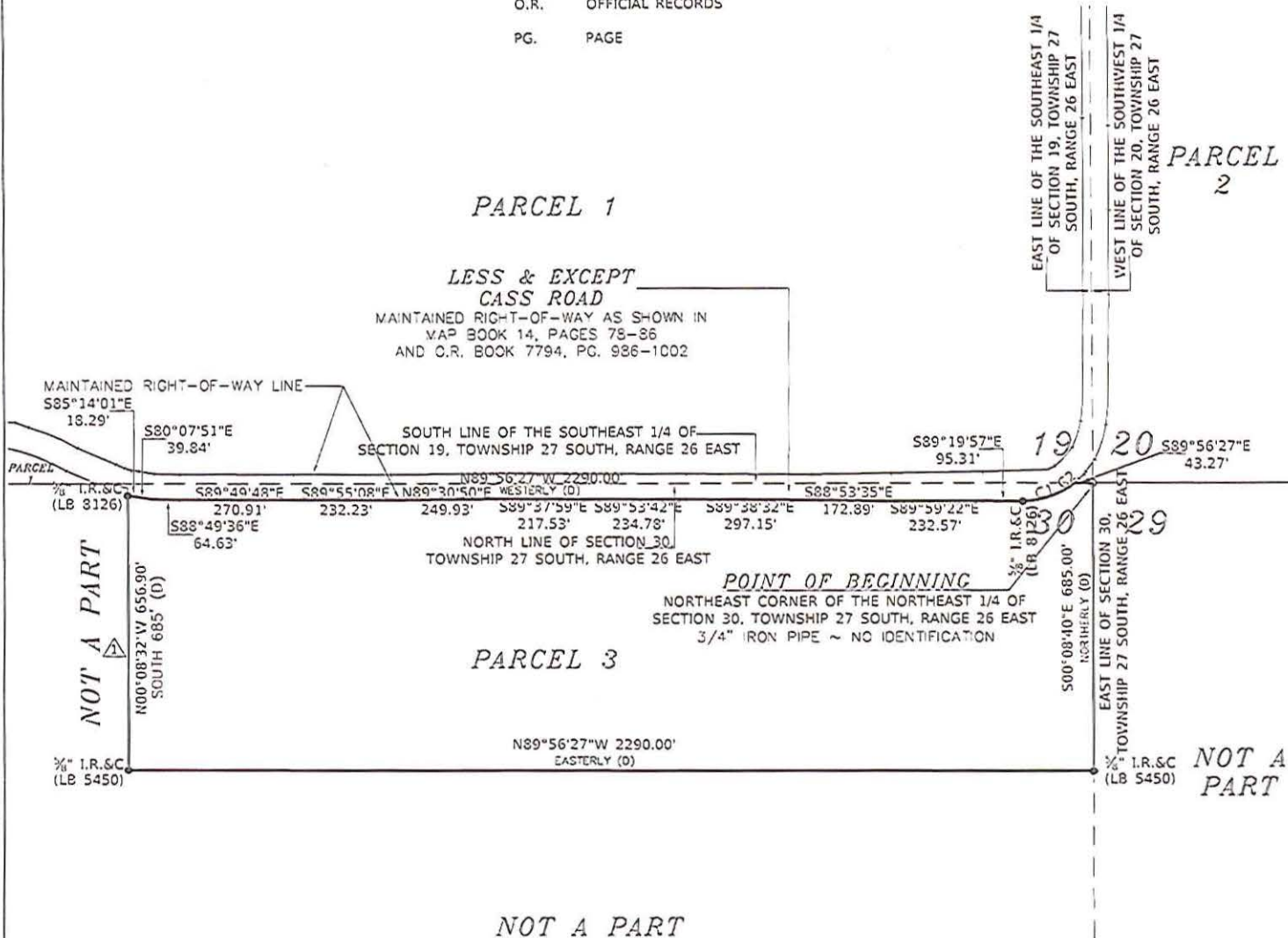


- I.R.&C. IRON ROD AND CAP (AS NOTED)
- LB LICENSED BUSINESS
- (D) INFORMATION PER "PARENT PARCELS" LEGAL DESCRIPTION
- O.R. OFFICIAL RECORDS
- PG. PAGE

PARCEL 1

LESS & EXCEPT
CASS ROAD

MAINTAINED RIGHT-OF-WAY AS SHOWN IN
MAP BOOK 14, PAGES 78-86
AND O.R. BOOK 7794, PG. 986-1002



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



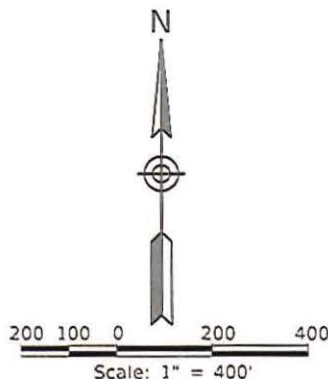
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EXHIBIT 2
PARCEL 3
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
(NOT A SURVEY)

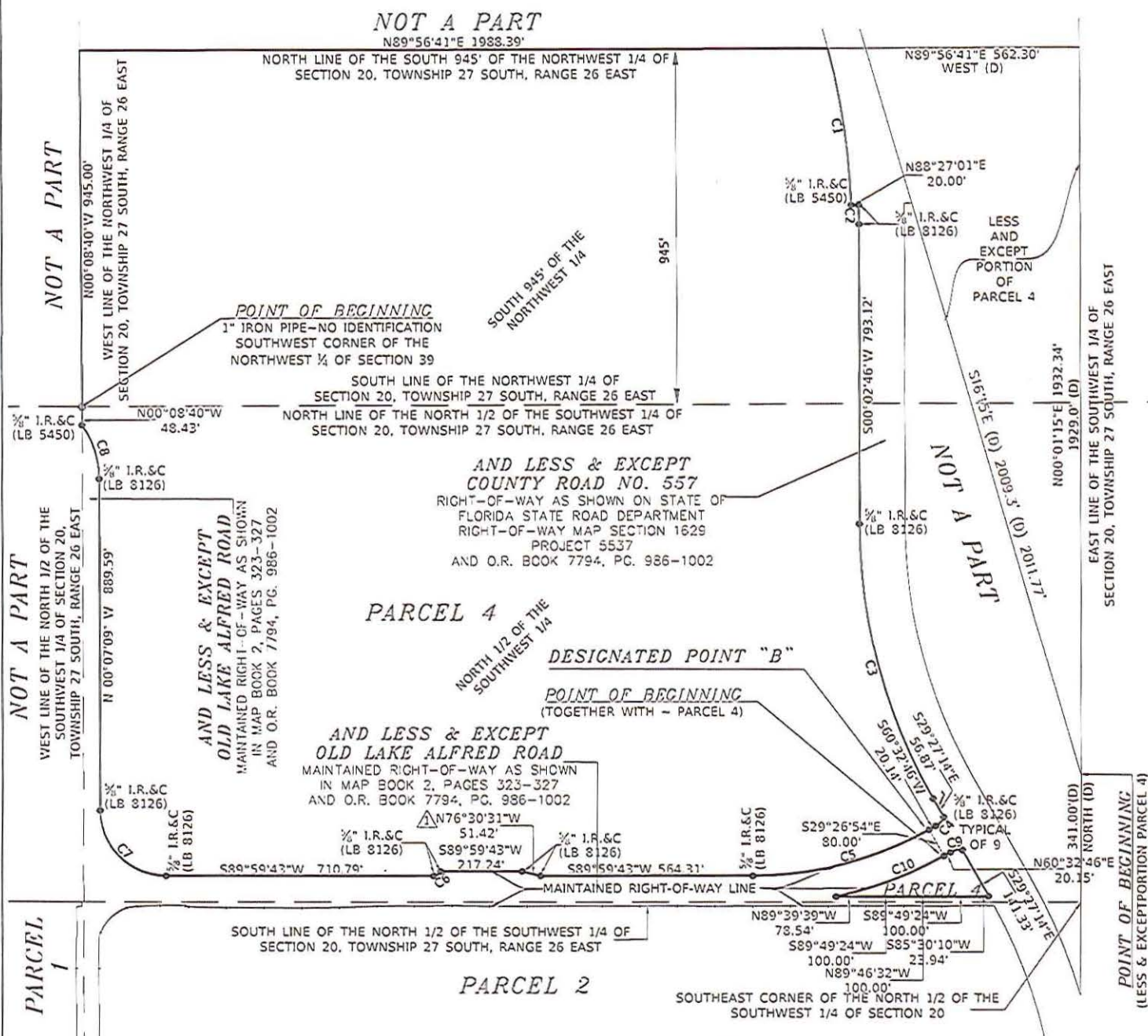
EXHIBIT 2 CONSISTS OF TWELVE (12) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES

REVISION 1 7/24/19

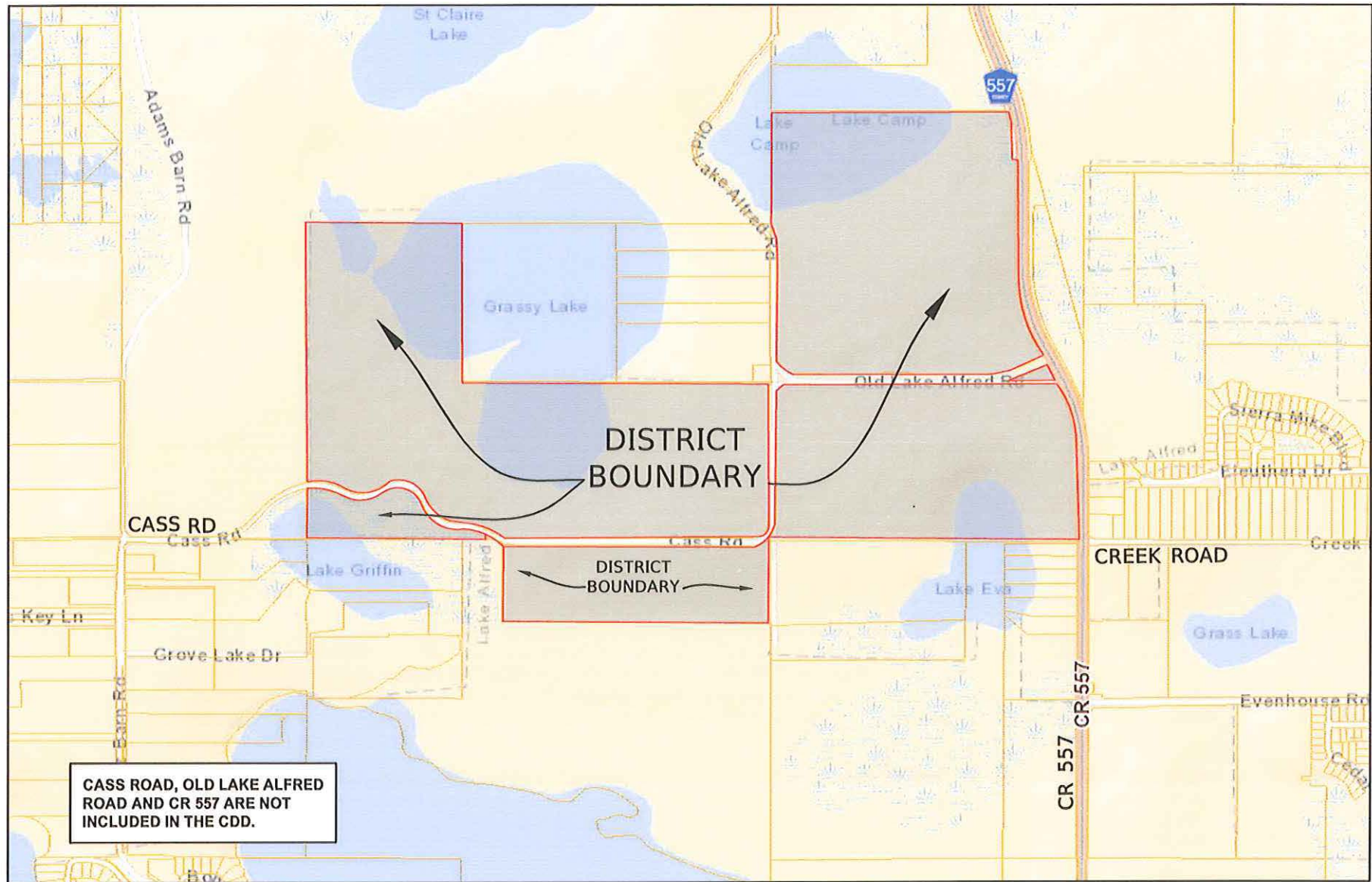
PAGE 11 OF 12



- 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



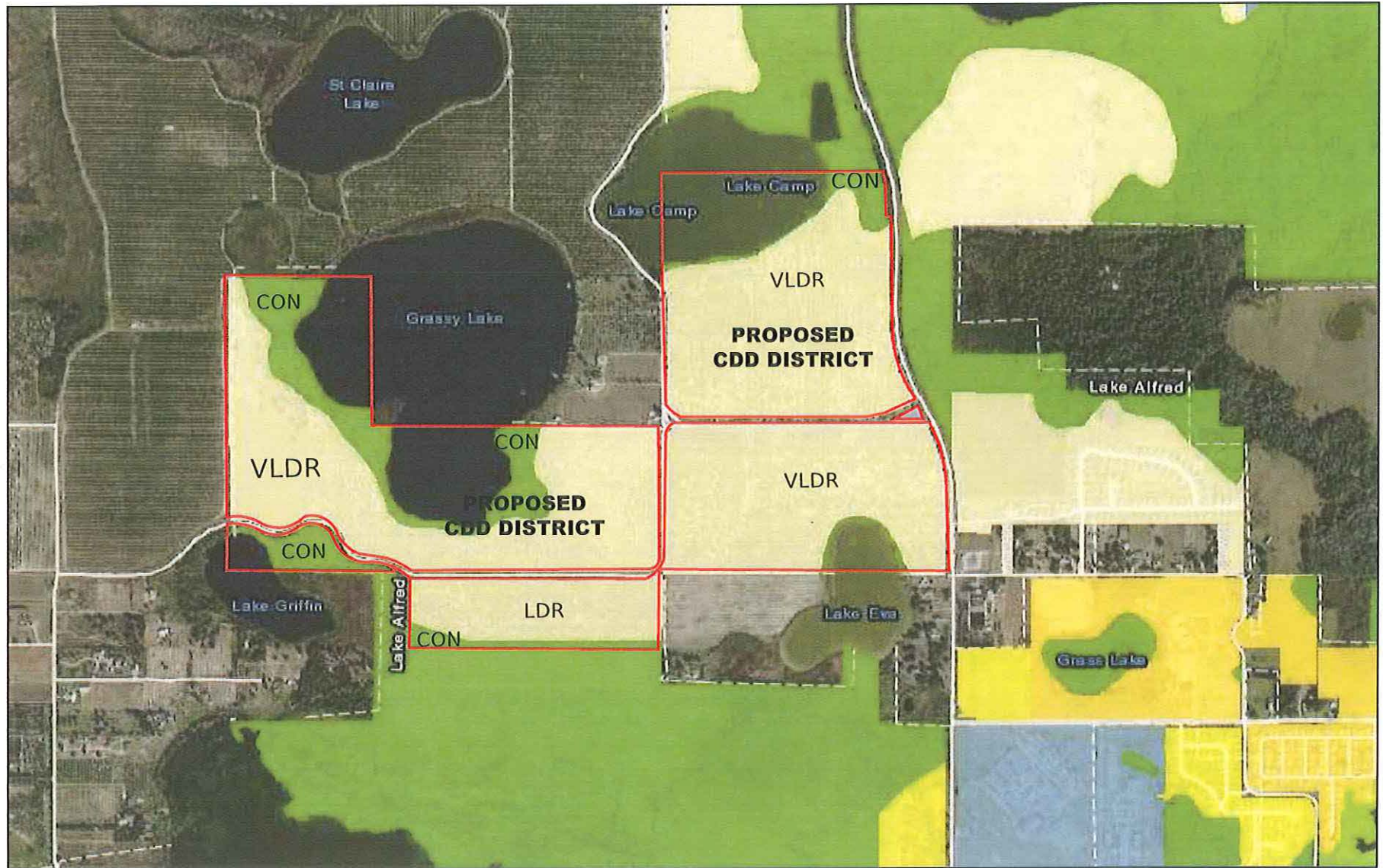
Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	422.39'	1830.57'	13° 13' 14"	421.46'	S08° 09' 36"E
C2	51.54'	1850.57'	01° 35' 45"	51.54'	S00° 45' 06"E
C3	768.39'	1492.39'	29° 30' 00"	759.93'	S14° 42' 14"E
C4	32.18'	50.00'	36° 52' 12"	31.62'	S42° 06' 40"W
C5	486.74'	947.00'	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



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EXHIBIT 3 EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT DISTRICT BOUNDARY





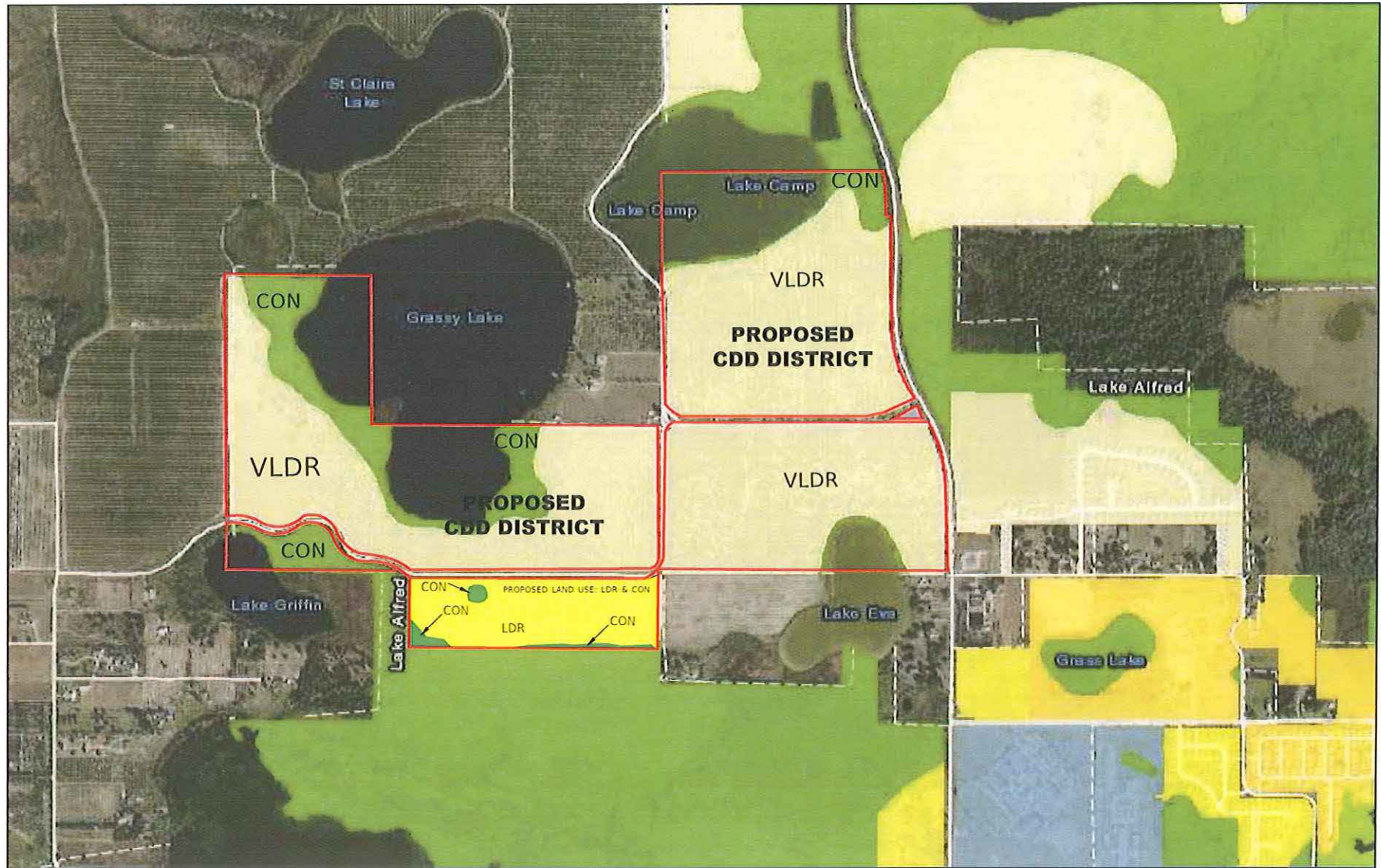
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LEGEND

- CON - CONSERVATION
- VLDR - VERY LOW DENSITY RESIDENTIAL
- LDR - LOW DENSITY RESIDENTIAL

COMPOSITE EXHIBIT 4 EDEN HILLS CDD EXISTING FUTURE LAND USE CITY OF LAKE ALFRED





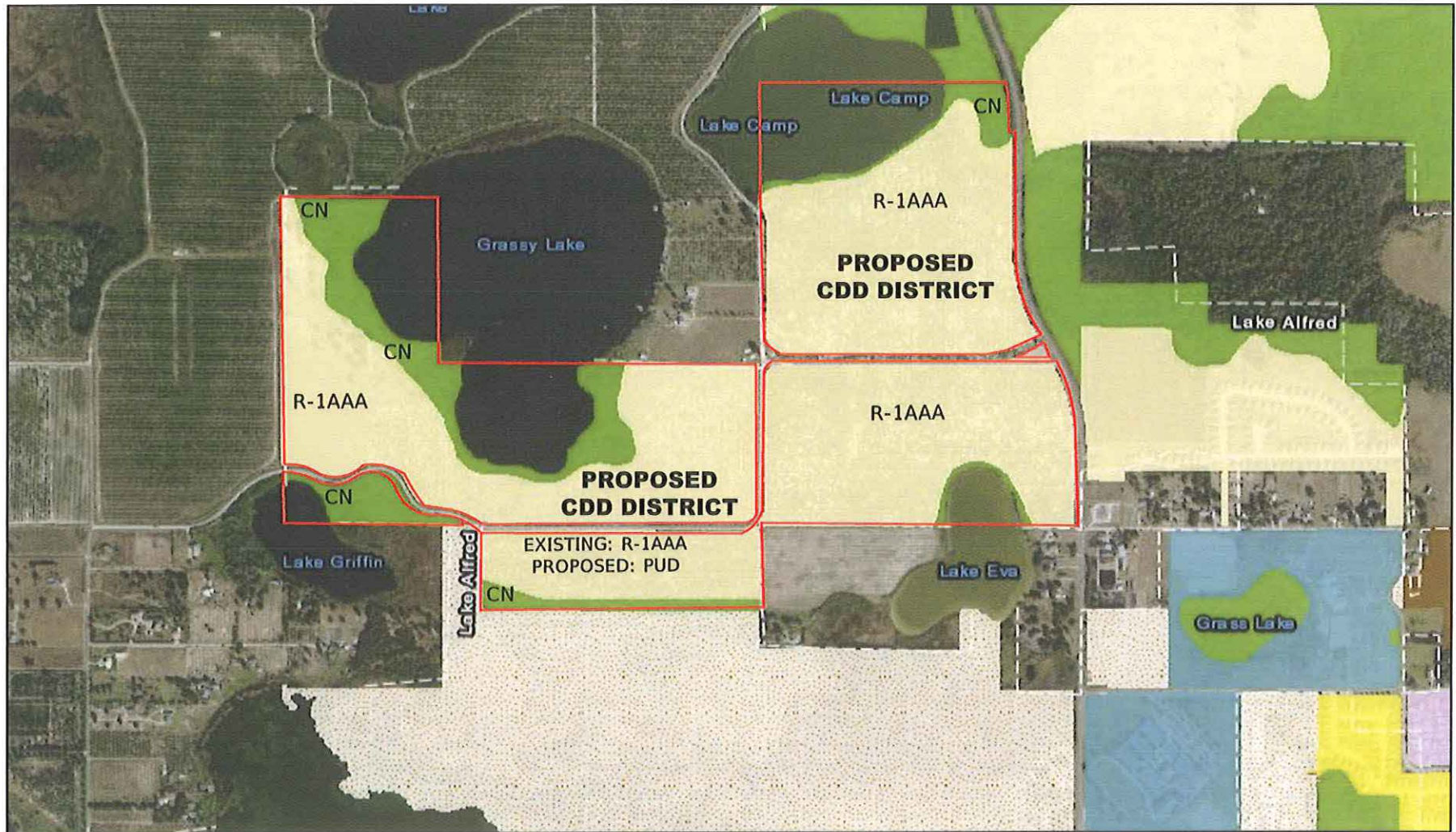
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LEGEND

- CON - CONSERVATION
- VLDR - VERY LOW DENSITY RESIDENTIAL
- LDR - LOW DENSITY RESIDENTIAL

COMPOSITE EXHIBIT 4 EDEN HILLS CDD PROPOSED FUTURE LAND USE CITY OF LAKE ALFRED





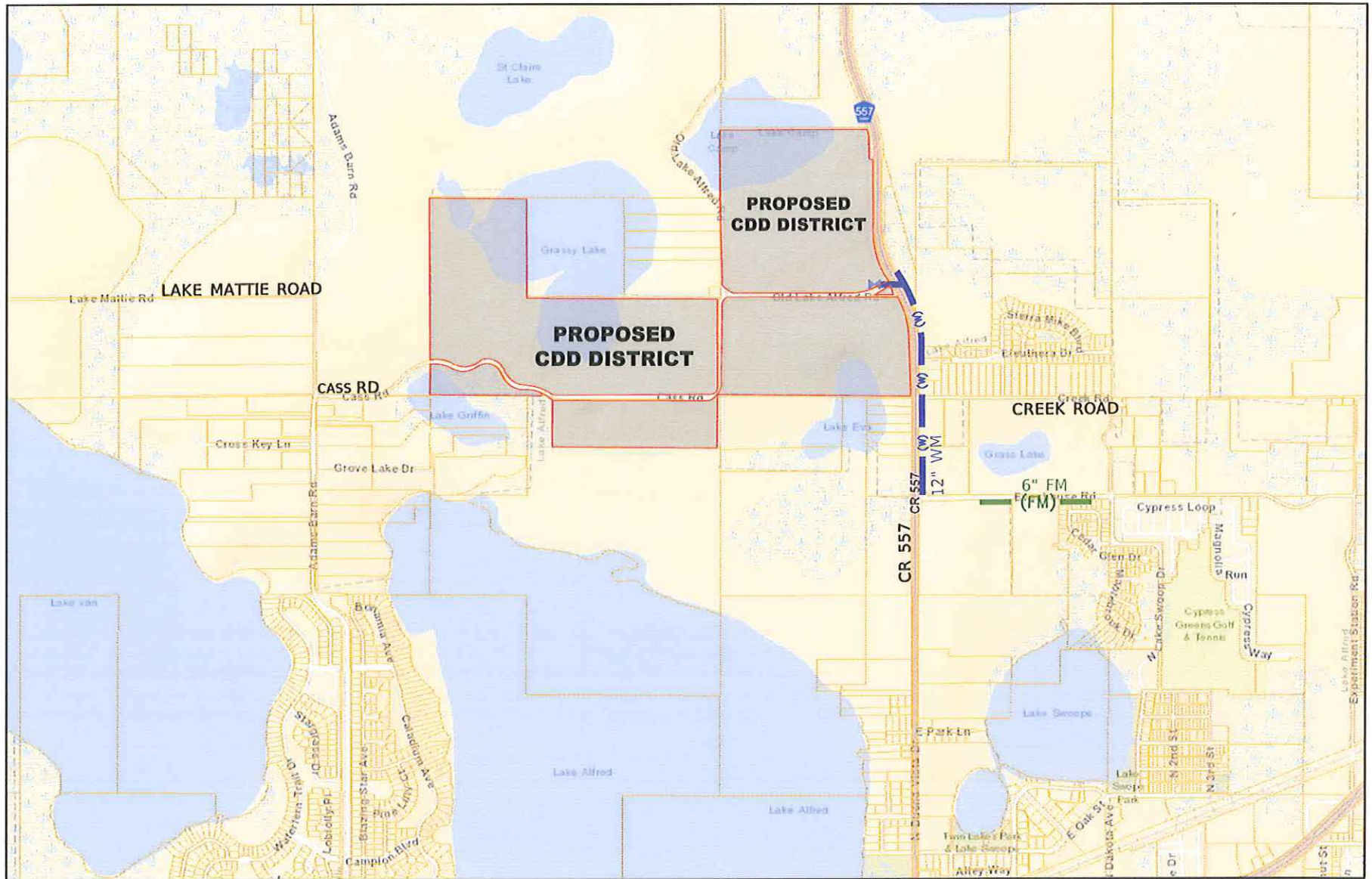
LEGEND

- CN - CONSERVATION
- R-1AAA - SINGLE FAMILY DWELLING DISTRICT

EXHIBIT 5
EDEN HILLS CDD
ZONING MAP
CITY OF LAKE ALFRED



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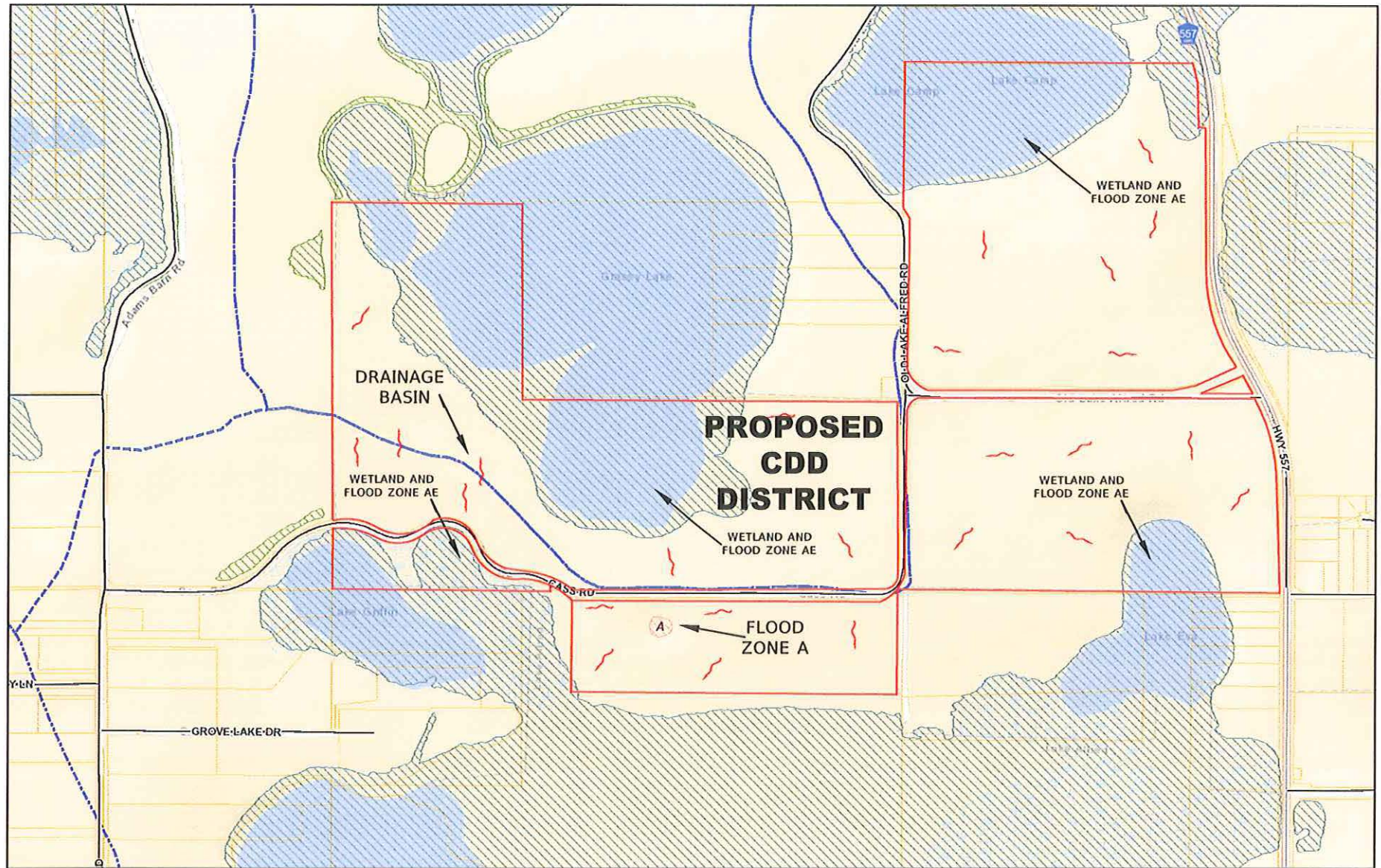
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LEGEND

- (W) — EXISTING 12" WATER MAIN
- (FM) — EXISTING 6" FORCE SEWER MAIN

COMPOSITE EXHIBIT 6 EDEN HILLS CDD WATER & FORCE MAINS





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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.

COMPOSITE EXHIBIT 6 EDEN HILLS CDD DRAINAGE MAP



Composite Exhibit 7
Eden Hills
Community Development District
Summary of Probable Cost

<u>Infrastructure</u> ⁽¹⁾	<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 ⁽⁵⁾⁽⁶⁾	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 ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾	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) ⁽⁵⁾⁽⁶⁾⁽⁸⁾	680,000.00	1,200,000.00	910,000.00	800,000.00	3,590,000.00
Internal Roadways (not referenced above) ⁽⁴⁾⁽⁵⁾⁽⁶⁾⁽¹⁰⁾	480,000.00	820,000.00	650,000.00	570,000.00	2,520,000.00
Entry Feature ⁽⁶⁾⁽⁷⁾	130,000.00	270,000.00	210,000.00	190,000.00	800,000.00
Parks and Recreational Facilities ⁽⁶⁾	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
TOTAL	\$3,118,000.00	\$5,652,000.00	\$ 4,407,000.00	\$3,773,000.00	\$16,950,000.00

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 VII

Prepared By and Return To

Roy Van Wyk, Esq.
Hopping Green & Sams
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

**TEMPORARY CONSTRUCTION AND
ACCESS EASEMENT AGREEMENT**

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2020, by and between **JMBI REAL ESTATE, LLC**, a Florida limited liability company, whose mailing address is 346 E. Central Avenue, Winter Haven, Florida 33880 (“**Grantor**”) in favor of **EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services-Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (“**Grantee**” or the “**District**”) (Grantor and Grantee are sometimes together referred to herein as the “**Parties**”, and separately as the “**Party**”).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of that certain real property located in the City of Lake Alfred, Florida, being more particularly described on **Exhibit “A”** attached hereto and by this reference incorporated herein (the “**Easement Area**”); and

WHEREAS, Grantee intends to complete within the Easement Area, the design, installation and construction of roadway improvements, water, stormwater management facilities, sanitary sewer utilities, signage, neighborhood parks and recreational facilities, and other such improvements as authorized by law (collectively, the “**Improvements**”); and

WHEREAS, Grantor desires to grant to Grantee a temporary, non-exclusive construction and access easement on, upon, over, under, across, and through the Easement Area for the sole purpose of constructing the Improvements, until either construction of the Improvements is completed or the Grantee acquires the Easement Area, whichever occurs first.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Temporary Construction Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement on, upon, over, under, across and through the Easement Area for access, ingress, egress and to allow Grantee to complete the design, construction and installation of the Improvements (collectively, the “**Easement**”).

3. **Term of Easement.** Upon the earlier of (i) the completion of all Improvements and the acceptance of such by the District’s Board of Supervisors, or (ii) recordation of a release of the Easement in the Public Records of Polk County, Florida, then this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately revert to the Grantor, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area. Upon termination of this Agreement, as provided herein, and upon request by Grantor, Grantee shall promptly execute and deliver to Grantor a document in recordable form confirming termination of this Agreement and the Easement granted herein. Should the Grantee acquire the Easement Area from the Grantor prior to the occurrence of events (i) and (ii) enumerated herein, this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately vest in the Grantee, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area.

4. **Insurance and Indemnity.** Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee and Grantor as insured, as their interests may appear, in a combined-single limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. To the extent permitted by law and without waiving any of the protections afforded by Section 768.28, *Florida Statutes*, Grantee hereby agrees to indemnify and hold harmless Grantor from and against any and all liability arising out of Grantee’s construction activities within the Easement Area.

5. **Obligations of Grantor and Grantee.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. To the extent permitted by law and without waiving any of the protections afforded by Section 768.28, *Florida Statutes*, each Party hereby agrees to indemnify and hold harmless the other Party from and against any and all liability arising out of such Party’s breach of any provision of this Agreement, including, without limitation, the matters set forth in this paragraph.

6. **Beneficiaries of Easement Rights.** The Easement set forth in this Agreement shall be for the sole benefit and use of Grantee, its successors and assigns, and Grantee's agents, employees, consultants, representatives, contractors and providers of emergency services and utility services.

7. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Polk County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

8. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) three (3) days after depositing with the United States Postal Service, postage prepaid, (ii) one day after depositing with a nationally recognized overnight courier service, or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

9. **Use of Easement Area.** It is acknowledged and agreed that the Easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein, and grant others the right to do so.

10. **Liens.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of rights hereunder.

11. **Effective Date.** The Effective Date of this Agreement shall be the last day that this Agreement is signed by either Party.

12. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest

extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Polk County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said Parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges and Easement granted and conveyed hereunder shall be a burden upon the Easement Area and shall exist for the benefit of and run with title to the Easement Area.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

“GRANTOR”

Signed, sealed and delivered
in the presence of:

JMBI REAL ESTATE, LLC
a Florida limited liability company

Print Name:_____

By: Jack M. Berry III
Its: Manager

Print Name:_____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2020, by Jack M. Berry III, as Manager of JMBI Real Estate, LLC. He is personally known to me or has produced _____ (type of identification) as identification.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

“GRANTEE”

**EDEN HILLS
COMMUNITY DEVELOPMENT
DISTRICT**, a local unit of special-purpose
government established pursuant to Chapter
190, *Florida Statutes*

Signed, sealed and delivered
in the presence of:

Print Name: _____

Warren K. (Rennie) Heath II
Chairperson, Board of Supervisors

Print Name: _____

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this ____ day of _____, 2020, by Warren “Rennie” K. Heath II,
as Chairperson of the Board of Supervisors of the Eden Hills Community Development District.
He is personally known to me or has produced _____ (type
of identification) as identification.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

Exhibit A

EDEN HILLS PHASE 1 LEGAL (PER PRELIMINARY PLAT)

PARCEL 4(C) 262730-000000-011010:

COMMENCING 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** AND **EXCEPT** THAT PORTION CONVEYED TO POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, RECORDED IN OFFICIAL RECORDS BOOK 7794, PAGE 986, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, ALL LYING AND BEING IN POLK COUNTY, FLORIDA.

LESS & EXCEPT:

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

SECTION VIII

CONTRACT AGREEMENT


This Agreement made and entered into on Thursday, February 20, 2020 by and between the Eden Hills Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Marsha M. Faux, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section 197.3632 Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2020 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Eden Hills Community Development District.
3. The term of this Agreement shall commence on January 1, 2020 and shall run until December 31, 2020, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section 197.3632 & 190.021 Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, the Special District shall provide **proposed assessments no later than Friday, July 17, 2020**, for inclusion on the 2020 TRIM notice which is statutorily mailed within 55 days of July 1. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Tuesday, September 15, 2020**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2020 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice. The Property Appraiser will require **payment on or before Tuesday, September 15, 2020** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED on the date first above written

By:


Special District Representative

Print name

District Manager

Title

Marsha M. Faux, CFA, ASA

Polk County Property Appraiser

By:



Marsha M. Faux, Property Appraiser

SECTION IX

SECTION C

SECTION 1

EDEN HILLS
Community Development District

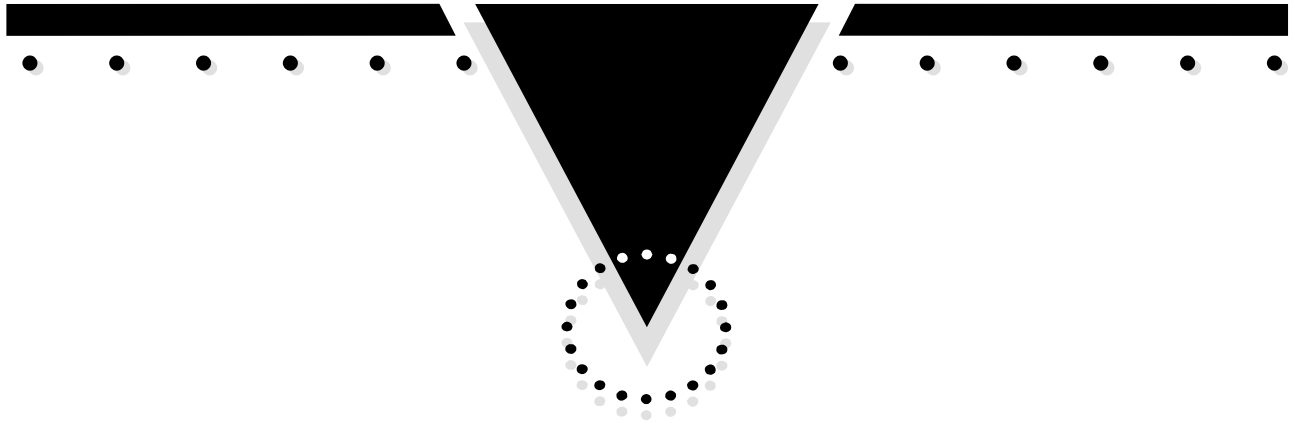
Summary of Checks

February 5, 2020 to April 1, 2020

Bank	Date	Check No.'s	Amount	
General Fund	2/5/20	11	\$	370.48
	3/20/20	12-20	\$	18,047.96
			\$	18,418.44
			\$	18,418.44

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
3/20/20	00005	12/19/19	MC121919 201912 310-51300-11000		*	200.00	
			SUPERVISOR FEES 12/19/19				
		1/21/20	MC012120 202001 310-51300-11000		*	200.00	
			SUPERVISOR FEES 01/21/20				
MATTHEW CASSIDY							400.00 000017
3/20/20	00001	12/19/19	RH121919 201912 310-51300-11000		*	200.00	
			SUPERVISOR FEES 12/19/19				
RENNIE HEATH							200.00 000018
3/20/20	00010	12/29/19	1034693 201912 310-51300-48000		*	491.16	
			PUB NOT LANDOWNERS 12/05				
		12/29/19	1034693 201912 310-51300-48000		*	2,194.40	
			PUB NOT SPCL ASSESS 12/05				
		12/29/19	1034693 201912 310-51300-48000		*	271.84	
			PUB NOT BOARD MTG 12/12				
		2/02/20	1035622 202001 310-51300-48000		*	2,194.40	
			PUB NOT-ASSESSMENT 12/31				
		2/02/20	1035622 202001 310-51300-48000		*	341.84	
			BOARD MTG FY20 DATES 1/7				
		2/02/20	1035622 202001 310-51300-48000		*	2,194.40	
			PUB NOT-ASSESSMENT 01/07				
		2/02/20	1035622 202001 310-51300-48000		*	355.84	
			BOARD MTG FY20 BUDGT 1/22				
		2/02/20	1035622 202001 310-51300-48000		*	355.84	
			BOARD MTG FY20 BUDGT 1/29				
THE LEDGER/NEWS CHIEF							8,399.72 000019
3/20/20	00010	1/06/20	L060G0J3 202001 310-51300-48000		*	125.00	
			NOTICE AND ORDER 01/06/20				
		1/06/20	L060G0J3 202001 310-51300-48000		*	125.00	
			NOTICE AND ORDER 01/13/20				
THE LEDGER/NEWS CHIEF							250.00 000020
TOTAL FOR BANK A						18,418.44	
TOTAL FOR REGISTER						18,418.44	

SECTION 2



Eden Hills

Community Development District

Unaudited Financial Reporting

February 29, 2020



Table of Contents

1	<u>Balance Sheet</u>
2	<u>General Fund Income Statement</u>
3	<u>Capital Projects Fund Income Statement</u>
4	<u>Month to Month</u>
5	<u>Developer Contribution Schedule</u>

EDEN HILLS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
February 29, 2020

	General Fund	Capital Projects Fund	Totals FY20
<u>ASSETS:</u>			
<u>CASH</u>			
OPERATING ACCOUNT	\$2,620	---	\$2,620
DUE FROM DEVELOPER	\$20,000	---	\$20,000
TOTAL ASSETS	\$22,620	\$0	\$22,620
<u>LIABILITIES:</u>			
ACCOUNTS PAYABLE	\$33,068	---	\$33,068
CONTRACTS PAYABLE	---	\$1,282	\$1,282
<u>FUND EQUITY:</u>			
FUND BALANCES:			
UNASSIGNED	(\$10,448)	---	(\$10,448)
TOTAL LIABILITIES & FUND EQUITY	\$22,620	\$0	\$22,620

EDEN HILLS

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending February 29, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 02/29/20	ACTUAL THRU 02/29/20	VARIANCE
<u>REVENUES:</u>				
DEVELOPER CONTRIBUTIONS	\$114,535	\$40,000	\$40,000	\$0
TOTAL REVENUES	\$114,535	\$40,000	\$40,000	\$0
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
SUPERVISORS FEES	\$12,000	\$5,000	\$4,000	\$1,000
ENGINEERING	\$15,000	\$6,250	\$0	\$6,250
ATTORNEY	\$25,000	\$10,417	\$14,284	(\$3,867)
MANAGEMENT FEES	\$35,000	\$14,583	\$11,667	\$2,917
INFORMATION TECHNOLOGY	\$3,775	\$1,573	\$300	\$1,273
TELEPHONE	\$300	\$125	\$0	\$125
POSTAGE	\$1,000	\$417	\$85	\$331
INSURANCE	\$5,000	\$5,000	\$4,575	\$425
PRINTING & BINDING	\$1,000	\$417	\$160	\$257
LEGAL ADVERTISING	\$10,000	\$4,167	\$15,174	(\$11,007)
OTHER CURRENT CHARGES	\$5,000	\$2,083	\$0	\$2,083
OFFICE SUPPLIES	\$625	\$260	\$54	\$207
TRAVEL PER DIEM	\$660	\$275	\$0	\$275
DUES, LICENSES, & SUBSCRIPTIONS	\$175	\$175	\$150	\$25
TOTAL ADMINISTRATIVE:	\$114,535	\$50,742	\$50,448	\$293
TOTAL EXPENDITURES	\$114,535	\$50,742	\$50,448	\$293
EXCESS REVENUES (EXPENDITURES)	\$0		(\$10,448)	
FUND BALANCE - BEGINNING	\$0		\$0	
FUND BALANCE - ENDING	\$0		(\$10,448)	

EDEN HILLS

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND

Statement of Revenues & Expenditures

For The Period Ending February 29, 2020

REVENUES:

INTEREST

\$0

\$0

\$0

\$0

TOTAL REVENUES

\$0

\$0

\$0

\$0

EXPENDITURES:

CAPITAL OUTLAY

\$0

\$0

\$1,282

(\$1,282)

CAPITAL OUTLAY - COST OF ISSUANCE

\$0

\$0

\$0

\$0

TOTAL EXPENDITURES

\$0

\$0

\$1,282

(\$1,282)

EXCESS REVENUES (EXPENDITURES)

\$0

(\$1,282)

FUND BALANCE - BEGINNING

\$0

\$0

FUND BALANCE - ENDING

\$0

(\$1,282)

EDEN HILLS

Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>REVENUES:</u>													
DEVELOPER CONTRIBUTIONS	\$0	\$20,000	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000
TOTAL REVENUES	\$0	\$20,000	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000
<u>EXPENDITURES:</u>													
<u>ADMINISTRATIVE:</u>													
SUPERVISORS FEES	\$0	\$1,400	\$1,000	\$800	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ATTORNEY	\$4,694	\$5,789	\$3,802	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,284
MANAGEMENT FEES	\$0	\$2,917	\$2,917	\$2,917	\$2,917	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,667
INFORMATION TECHNOLOGY	\$0	\$75	\$75	\$75	\$75	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE	\$0	\$20	\$0	\$40	\$26	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$85
INSURANCE	\$0	\$4,575	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,575
PRINTING & BINDING	\$0	\$90	\$13	\$17	\$40	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$160
LEGAL ADVERTISING	\$0	\$6,191	\$3,290	\$5,692	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,174
OTHER CURRENT CHARGES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE SUPPLIES	\$0	\$0	\$5	\$46	\$3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$54
TRAVEL PER DIEM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DUES, LICENSES, & SUBSCRIPTIONS	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150
TOTAL ADMINISTRATIVE	\$4,694	\$21,207	\$11,102	\$9,586	\$3,860	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,448
TOTAL EXPENDITURES	\$4,694	\$21,207	\$11,102	\$9,586	\$3,860	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,448
EXCESS REVENUES/(EXPENDITURES)	(\$4,694)	(\$1,207)	(\$11,102)	\$10,414	(\$3,860)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$10,448)

**Eden Hills Community Development District
Developer Contributions/Due from Developer**

Funding Request #	Prepared Date	Payment Received Date	Check/Wire Amount	Total Funding Request	General Fund Portion (FY20)	Over and (short) Balance Due
FY20						
1	11/1/19	12/24/19	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -
2	1/28/20			\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
						\$ -
Due from Developer			\$ 20,000.00	\$ 40,000.00	\$ 40,000.00	\$ 20,000.00
Total Developer Contributions FY20					<u>\$ 40,000.00</u>	