

Eden Hills
Community Development District

Agenda

August 11, 2021

AGENDA

Eden Hills

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

August 4, 2021

**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, August 11, 2021 at 5:00 PM** at the **Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, FL 33850.**

Zoom Video Join Link: <https://us06web.zoom.us/j/88135083441>

Call-In Information: 1-646-876-9923

Meeting ID: 881 3508 3441

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. Ratification of Joint Letter from Hopping, Green & Sams and KE Law Group Regarding District Counsel Representation
4. Consideration of Fee Agreement with KE Law Group
5. Approval of Minutes of the July 8, 2021 Board of Supervisors Meeting
6. Public Hearings
 - A. Public Hearing on the Adoption of the Fiscal Year 2022 Budget
 - i. Consideration of Resolution 2021-14 Adoption of the District's Fiscal Year 2022 Budget and Appropriating Funds
 - ii. Consideration of Deficit Funding Agreement

¹ Comments will be limited to three (3) minutes

- B. Public Hearing on the Imposition of Operations and Maintenance Special Assessments
 - i. Consideration of Resolution 2021-15 Imposing Special Assessments and Certifying an Assessment Roll
- C. Public Hearing on the Imposition of Special Assessments on Boundary Amendment Parcels
 - i. Presentation of the Amended and Restated Engineer's Report
 - ii. Presentation of Amended and Restated Master Assessment Methodology
 - iii. Consideration of Resolution 2021-16 Levying Special Assessments on Boundary Amendment Parcels
 - iv. Consideration of Notice of Master Special Assessments
- D. Public Hearing on the District's Use of the Uniform Method of Levying, Collection & Enforcement of Non-Ad Valorem Assessments on Boundary Amendment Parcels
 - i. Consideration of Resolution 2021-17 Expressing the District's Intent to Utilize the Uniform Method of Collection on Boundary Amendment Parcels
- 7. Consideration of Resolution 2021-18 Delegation Resolution
- 8. Consideration of Resolution 2021-19 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2022
- 9. Consideration of Resolution 2021-20 Re-Designating the Registered Agent for the District
- 10. Consideration of Proposal to Provide Professional Consulting Services from Dewberry
- 11. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Ratification of Series 2020 Requisitions #39 and #40

iv. Ratification of Fiscal Year 2021 Funding Requests #1 and #3-#5

12. Other Business

13. Supervisors Requests and Audience Comments

14. Adjournment

SECTION III

Hopping Green & Sams

Attorneys and Counselors

July 22, 2021

VIA ELECTRONIC MAIL

Eden Hills CDD
c/o Jill Burns
Governmental Management Services-Central Florida
219 East Livingston Street
Orlando, Florida 32801
Jburns@gmscfl.com


RE: JOINT LETTER BY HOPPING GREEN & SAMS AND KE LAW GROUP, PLLC, ANNOUNCING THE DEPARTURE OF ROY VAN WYK, JERE EARLYWINE, SARAH WARREN, AND JENNIFER KILINSKI TO KE LAW GROUP, PLLC

Dear Jill,

As of July 19, 2021, Roy Van Wyk, Jere Earlywine, Sarah Warren, Lauren Gentry, and Jennifer Kilinski ("Attorneys") will be withdrawing as Attorneys from Hopping Green & Sams, P.A. ("HGS") and will be working for KE Law Group, PLLC ("KE Law"). Attorneys have provided services in connection with this Firm's representation of the Client on the above referenced matter(s) (the "Client Matters"). While Attorneys through their new firm, KE Law, and HGS, are each prepared to continue as the Clients' legal counsel with respect to the Client Matters, it is the Client's choice as to who should serve as its legal counsel, and whether the Client Matters and files should be transferred to KE Law, or remain with HGS.

Please select one of the following alternatives:

1. ALTERNATIVE #1. The Client asks that the Client Matters be transferred to Attorneys and their new firm, KE Law. Please transfer to Attorneys and their new firm all original files and electronic files relating to the Client Matters. The Client understands that HGS will have the right to keep a copy of those files. HGS's legal representation of the Client will cease on the date of HGS's receipt of their written notice. After that date, Attorneys and their new firm, KE Law, will be responsible for legal representation of the Client in the Client Matters. To the extent that HGS is holding any trust funds or other property of the Client, HGS is further instructed to transfer such funds or property KE Law.

 7-22-21
(Please sign if you want Alternative #1; [DATE]
otherwise, do not sign on this line.)

2. ALTERNATIVE #2. The Client does not want any files or pending matters transferred to Attorneys or their new firm. HGS should continue to serve as the Clients' legal counsel for all pending matters until the attorney-client relationship is changed sometime after the date of this document. All Client Matters and files should remain in the custody of HGS until further notice.

(Please sign if you want Alternative #2; [DATE]
otherwise, do not sign this line.)

3. If you do not want either Alternative #1 or Alternative #2, please advise us what we should do

regarding your matters and files.

(Please sign here if you have [DATE]
Given instructions under Alternative
#3; otherwise do not sign on this line.)

After you have completed and signed this form, please send a copy via electronic mail to JasonM@hgslaw.com, AmyC@hgslaw.com and MarkS@hgslaw.com, with a copy to roy@kelawgroup.com, jere@kelawgroup.com, sarah@kelawgroup.com, lauren@kelawgroup.com, jennifer@kelawgroup.com.

Thank you for your consideration and assistance.

HOPPING GREEN & SAMS, P.A.



By: Jonathan Johnson

Its: President

Date: July 22, 2021

KE LAW GROUP, PLLC



By: Jere Earlywine

Its: Authorized Member

Date: July 22, 2021

SECTION IV



P.O. Box 6386, Tallahassee, Florida 32314

**KE LAW GROUP, PLLC
FEE AGREEMENT
EDEN HILLS CDD**

I. PARTIES

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

- A. Eden Hills Community Development District (“Client”)
Jill Burns, District Manager
219 East Livingston Street
Orlando, Florida 32801

and

- B. KE LAW GROUP PLLC, (“KE Law”)
P.O. Box 6386
Tallahassee, FL 32314

II. SCOPE OF SERVICES

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

- A. The Client agrees to employ and retain KE Law as its attorney and legal representative for counseling and representation for the purpose of providing advice and counsel regarding the Eden Hills Community Development District.

- B. KE Law accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above.

III. CLIENT FILES

The files and work product material (“client file”) of the Client generated or received by KE Law will be maintained by KE Law in its regular offices. At the conclusion of the representation, the client file will be stored by KE Law for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that KE Law may confidentially destroy or shred the client file, unless KE Law is provided a written request from the Client requesting return of the client file, to which KE Law will return the client file at the Client’s expense.

IV. FEES

A. The Client agrees to compensate KE Law for services rendered in connection with any matters covered by this Agreement according to the agreed upon hourly billing rates for individual KE Law lawyers, plus actual expenses incurred by KE Law in accordance with the attached standard Expense Reimbursement Policy (Attachment A, incorporated herein by reference). The hourly rates of the attorneys who are initially expected to handle the bulk of Client's work are Roy Van Wyk at \$365/hour, Sarah Warren at \$350/hour. Associate attorneys will be billed between \$265/hour to \$285/hour. To the extent other KE Law attorneys or law clerks provide work on this matter, those rates will be provided to Client. Paralegals are billed at \$170/hour and the range of hourly rates for KE Law attorneys is \$265-\$450/hour.

1. Bond Validation - Billed at Hourly Rates
2. First Bond Issuance - \$45,000 Including Expenses
3. Each Subsequent Bond Issuance – To be Negotiated

B. To the extent practicable and consistent with the requirements of sound legal representation, KE Law will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate so long as he or she has the requisite knowledge and experience. KE Law's hourly billing rates are reevaluated annually prior to the beginning of the calendar year and are subject to change each year at that time. Client agrees to KE Law's annual rate increases to the extent hourly rates are not increased beyond \$15/hour for attorneys working on this matter.

C. In addition to billing for hourly rates, KE Law will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached standard Expense Reimbursement Policy (Attachment A).

V. FLORIDA EXECUTIVE AND LEGISLATIVE BRANCH LOBBYING LAWS

Florida law requires any individual participating in executive or legislative branch lobbying to register as an executive or legislative branch lobbyist and report any fees associated with such representation. To the extent that KE Law represents Client on matters before executive branch agencies, or before applicable legislative entities, Client agrees to sign client consent forms required by Florida lobbying law and agrees to registration of KE Law attorneys as lobbyists and the reporting of fees associated with such representation.

VI. BILLING AND PAYMENT

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

VII. DEFAULT

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VIII. CONFLICTS

It is important to disclose that KE Law represents a number of special districts, builders, developers, and other entities throughout Florida relating to community development districts and other special districts. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) KE Law will be able to provide competent and diligent representation of Client, regardless of KE Law's other representations, and (3) there is not a substantial risk that KE Law's representation of Client would be materially limited by KE Law's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this fee proposal will constitute your waiver of any "conflict" with KE Law's representation of various special districts, builders, developers, and other entities relating to community development districts and other special districts in Florida.

VIII. TERMINATION

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

IX. EXECUTION OF AGREEMENT

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

X. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

Eden Hills Community
Development District

KE Law Group, PLLC

By:

By:

Date: _____

Date: _____

ATTACHMENT A

KE LAW GROUP PLLC EXPENSE REIMBURSEMENT POLICY

The following is KE Law Groups' standard expense reimbursement policy.

This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter. All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Interest

. For all statements outstanding ninety (90) days past the invoice date, simple interest at a rate of one percent (1%) per month (twelve percent per annum) will be assessed on the outstanding fees and expenses.

Printing and Mailing

. In-house photocopying and printing is charged at \$0.25 per page (black & white) and \$.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

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

Postage and Delivery.

. Postage is billed at actual cost.

. Overnight delivery is billed at actual cost.

. Local messenger service is billed at the IRS approved reimbursement rate.

Computerized Legal Research

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

Travel

. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the IRS approved reimbursement rate.

Consultants

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

Other Expenses.

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

Word Processing and Secretarial Overtime

. No charge is made for word processing.

No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

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 Thursday, **July 8, 2021** at 5:00 p.m. at the Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, Florida.

Present and constituting a quorum:

Lauren Schwenk
Justin Frye
Matthew Cassidy

Vice Chair
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Michelle Rigoni *via Zoom*

District Manager, GMS
District Counsel

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. Three supervisors were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present at the meeting, on the conference call line, or joining via Zoom.

THIRD ORDER OF BUSINESS

**Approval of the Minutes of the June 9, 2021
Board of Supervisors Meeting**

Ms. Burns presented the June 9, 2021 meeting minutes asked for a motion to approve the minutes. The Board had no changes or corrections to the minutes.

On MOTION by Ms. Schwenk, seconded by Mr. Cassidy, with all in favor, the Minutes of the June 9, 2021 Board of Supervisors Meeting, were approved.
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FOURTH ORDER OF BUSINESS**Consideration of Amended and Restated
Engineer's Report**

Ms. Burns noted that the engineer was not on the line, and stated that the report had not changed from when they saw the report at the last meeting.

Ms. Rigoni added that the engineer testified in the last meeting that the costs in the report were reasonable, and that he believed there were no reasons why the District could not carry out any of the improvements as presented in his report.

On MOTION by Ms. Schwenk, seconded by Mr. Cassidy, with all in favor, the Amended and Restated Engineer's Report, was approved.

FIFTH ORDER OF BUSINESS**Consideration of Amended and Restated
Master Assessment Methodology**

Ms. Burns stated that the Board previously approved the Master Assessment Methodology report on November 1, 2019. The District also approved a supplement to that report on November 13, 2020. She confirmed that the Series 2020 bonds remained unchanged by the reports. Ms. Burns reviewed the tables and information in the Master Assessment Methodology report and the Board had no further questions.

Ms. Rigoni asked Ms. Burns if she believed in her professional opinion that the special assessments were reasonably and fairly allocated on the lots that are getting assessments. Ms. Burns answered with yes. Ms. Rigoni asked if they received special benefits in accordance to the methodology. Ms. Burns answered with yes.

On MOTION by Ms. Schwenk, seconded by Mr. Cassidy, with all in favor, the Amended and Restated Master Assessment Methodology, was approved.

SIXTH ORDER OF BUSINESS**Consideration of Resolution 2021-09
Declaring Special Assessments on Boundary
Amendment Parcels**

Ms. Burns presented the resolution, the Board had no questions.

On MOTION by Ms. Schwenk, seconded by Mr. Cassidy, with all in favor, Resolution 2021-09 Declaring Special Assessments on Boundary Amendment Parcels, was approved.

SEVENTH ORDER OF BUSINESS**Consideration of Resolution 2021-10 Setting a Public Hearing on the Imposition of Special Assessments on the Boundary Amendment Parcels**

Ms. Burns stated that they had previously set the date for the Public Hearing on August 11, 2021 at 3:30 p.m. at the Cassidy Offices. They rescinded the prior resolution and amended this to set the Public Hearing date and location to August 11, 2021 at 5:00 p.m. at the Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, Florida.

On MOTION by Ms. Schwenk, seconded by Mr. Cassidy, with all in favor, Resolution 2021-10 Setting a Public Hearing on the Imposition of Special Assessments on the Boundary Amendment Parcels for August 11, 2021 at 5:00 p.m. at the Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, Florida, was approved.

EIGHTH ORDER OF BUSINESS**Consideration of Resolution 2021-11 Setting a Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments on Boundary Amendment Parcels**

Ms. Burns stated that this would rescind to the prior resolution, and would set the hearing in line with the hearing that was already set. The date and time were set for August 11, 2021 at 5:00 p.m. at the Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, Florida. The Board had no further questions.

On MOTION by Ms. Schwenk, seconded by Mr. Cassidy, with all in favor, Resolution 2021-11 Setting a Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments on Boundary Amendment Parcels for August 11, 2021 at 5:00 p.m. at the Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, Florida, were approved.

NINTH ORDER OF BUSINESS**Consideration of Resolution 2021-12 Ratifying, Confirming, and Approving Board Actions Taken at the Board of Supervisors**

Meetings Held on May 12, 2021 and June 9, 2021

Ms. Burns stated that this resolution will ratify and adopt all actions taken by the Board at the May 12, 2021 and June 9, 2021 Board of Supervisors Meetings. The Board had no questions on the resolution.

On MOTION by Ms. Schwenk, seconded by Mr. Cassidy, with all in favor, Resolution 2021-12 Ratifying, Confirming, and Approving Board Actions Taken at the Board of Supervisors Meetings Held on May 12, 2021 and June 9, 2021, was approved.

TENTH ORDER OF BUSINESS

Consideration of Resolution 2021-13 Re-Setting the Date, Time, and Location of the Public Hearing on the Fiscal Year 2022 Proposed Budget

Ms. Burns suggested the hearing be reset to August 11, 2021 at 5:00 p.m. at the Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, Florida and asked for a motion to approve. The Board had no questions on the resolution.

On MOTION by Ms. Schwenk, seconded by Mr. Cassidy, with all in favor, the Resolution 2021-13 Re-Setting the Date, Time, and Location of the Public Hearing on the Fiscal Year 2022 Proposed Budget, was approved.

ELEVENTH ORDER OF BUSINESS

Consideration of Underwriter Services Agreement Letter with FMSbonds

Ms. Burns stated that the agreement was with FMSbonds and asked for a motion to approve. The Board had no questions on the agreement.

On MOTION by Ms. Schwenk, seconded by Mr. Frye, with all in favor, the Underwriter Services Agreement with FMSbonds, was approved.

TWELTH ORDER OF BUSINESS

Acceptance of Fiscal Year 2020 Audit Report

Ms. Burns reviewed the audit and followed up that there were no findings and that it was considered a clean audit and has been submitted to the state. The Board had no questions and Ms. Burns asked for a motion to approve.

On MOTION by Ms. Schwenk, seconded by Mr. Cassidy, with all in favor, the Acceptance of Fiscal Year 2020 Audit Report, was approved.

THIRTEENTH ORDER OF BUSINESS

**Ratification of Partial Termination of
Temporary Construction and Access
Easement Agreements – ADDED**

A. JMBI Real Estate, LLC

- a. Ms. Burns reviewed the exhibits in the report regarding the two agreements. The Board asked if JMBI owned the land in Phase 1, they said they would do a motion to approve pending verification that they own the parcels in question.

On MOTION by Ms. Schwenk, seconded by Mr. Frye, with all in favor, the Partial Termination of Temporary Construction and Access Easement Agreements, will be ratified subject to verification of owning lands in Phase 1.

B. Highland Sumner, LLC

- b. Ms. Burns reviewed the exhibits in the report regarding the two agreements. She asked for a motion to approve.

On MOTION by Ms. Schwenk, seconded by Mr. Frye, with all in favor, the Partial Termination of Temporary Construction and Access Easement Agreements, for Highland Sumner, LLC, was ratified.

FOURTEENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Rigoni had nothing to report.

B. Engineer

Mr. Woods was not present at the meeting.

C. District Manager's Report**i. Approval of the Check Register**

Ms. Burns stated that the check register through July 1, 2021 was included in the agenda package. The total was \$39,075.19. She asked for a motion to approve.

On MOTION by Ms. Schwenk, seconded by Mr. Cassidy, with all in favor, the Check Register through July 1, 2021, totaling \$39,075.19, was approved.

ii. Balance Sheet and Income Statement

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

FIFTEENTH ORDER OF BUSINESS**Other Business**

There being none, the next item followed.

SIXTEENTH ORDER OF BUSINESS**Supervisors Requests and Audience Comments**

There being none, the next item followed.

SEVENTEENTH ORDER OF BUSINESS**Adjournment**

Ms. Burns adjourned the meeting.

On MOTION by Ms. Schwenk, seconded by Mr. Frye, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION VI

SECTION A

SECTION 1

RESOLUTION 2021-14

THE ANNUAL APPROPRIATION RESOLUTION OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2021, submitted to the Board of Supervisors (“**Board**”) of the Eden Hills Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Eden Hills Community Development District for the Fiscal Year Ending September 30, 2022.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2021/2022, the sum of \$ _____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
SERIES DEBT SERVICE FUND	\$ _____
TOTAL ALL FUNDS	\$ _____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2021/2022 or within 60 days following the end of the Fiscal Year 2021/2022 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 11TH DAY OF AUGUST, 2021.

ATTEST:

**EDEN HILLS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Eden Hills
Community Development District

Proposed Budget
FY2022



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Eden Hills
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2021	Actuals Thru 6/30/21	Projected Next 3 Months	Projected Thru 9/30/21	Proposed Budget FY2022
Revenues					
Assessments - Tax Roll	\$ -	\$ -	\$ -	\$ -	\$ 106,500
Developer Contributions	\$ 184,965	\$ 60,000	\$ 60,381	\$ 120,381	\$ 217,767
Boundary Amendment Contributions	\$ -	\$ 7,934	\$ 4,247	\$ 12,182	\$ -
Total Revenues	\$ 184,965	\$ 67,934	\$ 64,628	\$ 132,563	\$ 324,267

Expenditures

Administrative

Supervisor Fees	\$ 12,000	\$ 3,600	\$ 3,000	\$ 6,600	\$ 12,000
Engineering	\$ 20,000	\$ -	\$ 5,000	\$ 5,000	\$ 20,000
Attorney	\$ 25,000	\$ 9,572	\$ 15,428	\$ 25,000	\$ 30,000
Annual Audit	\$ 3,000	\$ 2,875	\$ 2,875	\$ 5,750	\$ 7,250
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ 650	\$ -	\$ 450	\$ 450	\$ 900
Dissemination	\$ 5,000	\$ 2,500	\$ 1,250	\$ 3,750	\$ 6,000
Trustee Fees	\$ 3,550	\$ -	\$ 3,550	\$ 3,550	\$ 7,100
Management Fees	\$ 35,000	\$ 26,250	\$ 8,750	\$ 35,000	\$ 36,050
Information Technology	\$ 1,410	\$ 900	\$ 353	\$ 1,253	\$ 1,800
Website Technology	\$ 940	\$ -	\$ 235	\$ 235	\$ 1,200
Telephone	\$ 250	\$ 7	\$ 63	\$ 69	\$ 250
Postage & Delivery	\$ 850	\$ 47	\$ 213	\$ 259	\$ 850
Insurance	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,500
Printing & Binding	\$ 1,000	\$ 23	\$ 250	\$ 273	\$ 1,000
Legal Advertising	\$ 10,000	\$ 3,162	\$ 2,500	\$ 5,662	\$ 10,000
Other Current Charges	\$ 1,000	\$ 934	\$ 250	\$ 1,184	\$ 2,800
Boundary Amendment Expenses	\$ -	\$ 12,182	\$ -	\$ 12,182	\$ -
Office Supplies	\$ 500	\$ 14	\$ 125	\$ 139	\$ 500
Travel Per Diem	\$ 550	\$ -	\$ 138	\$ 138	\$ 550
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Total Administrative	\$ 130,875	\$ 67,240	\$ 44,428	\$ 111,668	\$ 148,925

Operations & Maintenance

Field Services

Property Insurance	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ 12,000
Field Management	\$ 10,000	\$ -	\$ 1,875	\$ 1,875	\$ 15,000
Landscape Maintenance	\$ 18,640	\$ -	\$ 4,660	\$ 4,660	\$ 40,500
Landscape Replacement	\$ 2,000	\$ -	\$ 500	\$ 500	\$ 7,500
Streetlights	\$ 8,400	\$ -	\$ 2,100	\$ 2,100	\$ 8,000
Electric	\$ 1,500	\$ -	\$ 375	\$ 375	\$ 20,000
Water & Sewer	\$ 700	\$ -	\$ 175	\$ 175	\$ 12,000
Sidewalk & Asphalt Maintenance	\$ 350	\$ -	\$ 88	\$ 88	\$ 500
Irrigation Repairs	\$ 2,000	\$ -	\$ 500	\$ 500	\$ 2,500
General Repairs & Maintenance	\$ 3,500	\$ -	\$ 875	\$ 875	\$ 5,000
Contingency	\$ 2,000	\$ -	\$ 500	\$ 500	\$ 2,500
Subtotal Field Expenses	\$ 54,090	\$ -	\$ 16,648	\$ 16,648	\$ 125,500

Eden Hills
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2021	Actuals Thru 6/30/21	Projected Next 3 Months	Projected Thru 9/30/21	Proposed Budget FY2022
Amenity Expenses					
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ 6,000
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ 1,458
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ 16,750
Internet	\$ -	\$ -	\$ -	\$ -	\$ 1,250
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ 300
Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ 2,000
Security Services	\$ -	\$ -	\$ -	\$ -	\$ 3,125
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 4,792
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 2,083
Contingency	\$ -	\$ -	\$ -	\$ -	\$ 2,083
Subtotal Amenity Expenses	\$ -	\$ -	\$ -	\$ -	\$ 39,842
<u>Total Operations & Maintenance</u>	\$ 54,090	\$ -	\$ 16,648	\$ 16,648	\$ 165,342
<u>Other Expenses</u>					
Capital Reserves	\$ -	\$ -	\$ -	\$ -	\$ 10,000
<u>Total Other Expenses</u>	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Total Expenditures	\$ 184,965	\$ 67,240	\$ 61,076	\$ 128,315	\$ 324,267
Excess Revenues/(Expenditures)	\$ -	\$ 695	\$ 3,552	\$ 4,247	\$ -

Net Assessments	\$106,500
Add: Discounts & Collections 7%	\$8,016
Gross Assessments	<u>\$114,516</u>
Assessable Units	142
Gross Per Unit Assessment	\$806.45
Net Per Unit Assessment	\$750.00

Eden Hills

Community Development District

General Fund Budget

Revenues:

Assessments

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for operating expenditures during the fiscal year.

Expenditures:

General & Administrative:

Supervisor Fees

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

Engineering

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

Attorney

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

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on its Series 2020 bonds and one other anticipated bond issuance.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an the Series 2020 bonds and one other anticipated bond issuance.

Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

Eden Hills

Community Development District

General Fund Budget

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Telephone

Telephone and fax machine.

Postage & Delivery

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

Insurance

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

Printing & Binding

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

Legal Advertising

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

Other Current Charges

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

Office Supplies

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

Eden Hills

Community Development District

General Fund Budget

Travel Per Diem

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

Dues, Licenses & Subscriptions

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

Operations & Maintenance:

Field Expenses

Property Insurance

The District's property insurance coverages.

Field Management

Represents the estimated costs of contracting services that provide onsite field management of contracts for the District such as landscape and lake maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

Represents the estimated maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed. The District has contracted with Prince & Sons, Inc. to provide these services.

Landscape Replacement

Represents the estimated cost of replacing landscaping within the common areas of the District.

Streetlights

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

Electric

Represents current and estimated electric charges of common areas throughout the District.

Water & Sewer

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

Sidewalk & Asphalt Maintenance

Represents the estimated costs of maintaining the sidewalks and asphalt throughout the District's Boundary.

Eden Hills

Community Development District

General Fund Budget

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

General Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

Amenity Expenses

Amenity - Electric

Represents estimated electric charges for the District's amenity facilities.

Amenity – Water

Represents estimated water charges for the District's amenity facilities.

Playground Lease

The District will enter into a leasing agreement for playgrounds installed in the community.

Internet

Internet service will be added for use at the Amenity Center.

Pest Control

The District will incur costs for pest control treatments to its amenity facilities.

Janitorial Services

Represents estimated costs to provide janitorial services and supplies for the District's amenity facilities.

Security Services

Represents the estimated cost of contracting a monthly security service for the District's amenity facilities.

Pool Maintenance

Represents estimated costs of regular cleaning and treatments of the District's pool.

Amenity Access Management

Represents the cost of managing and monitoring access to the District's amenity facilities.

Eden Hills
Community Development District
General Fund Budget

Amenity Repairs & Maintenance

Represents estimated costs for repairs and maintenance of the District's amenity facilities.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any amenity category.

Other Expenses:

Capital Reserves

Funds collected and reserved for the replacement of and/or purchase of new capital improvements throughout the District.

Eden Hills
Community Development District
Proposed Budget
Series 2020 Debt Service Fund

Description	Proposed Budget FY2021	Actual Thru 6/30/21	Projected Next 3 Months	Projected Thru 9/30/21	Proposed Budget FY2022
Revenues					
Assessments - Tax Roll	\$ -	\$ -	\$ -	\$ -	\$ 172,075
Assessments - Direct Bill	\$ 57,263	\$ -	\$ 57,263	\$ 57,263	\$ -
Interest Income	\$ -	\$ 7	\$ -	\$ 7	\$ -
Carry Forward Surplus	\$ -	\$ -	\$ -	\$ -	\$ 58,169
Total Revenues	\$ 57,263	\$ 7	\$ 57,263	\$ 57,269	\$ 230,244
Expenses					
Interest - 11/1	\$ -	\$ -	\$ -	\$ -	\$ 57,263
Principal - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 55,000
Interest - 5/1	\$ 49,946	\$ 49,946	\$ -	\$ 49,946	\$ 57,263
Total Expenditures	\$ 49,946	\$ 49,946	\$ -	\$ 49,946	\$ 169,525
Other Financing Sources					
Transfer In/(Out)	\$ -	\$ 900	\$ -	\$ 900	\$ -
Bond Proceeds	\$ 222,021	\$ 222,021	\$ -	\$ 222,021	\$ -
Total Other Financing Sources (Uses)	\$ 222,021	\$ 222,920	\$ -	\$ 222,920	\$ -
Excess Revenues/(Expenditures)	\$ 229,338	\$ 172,981	\$ 57,263	\$ 230,244	\$ 60,719

Interest Expense 11/1/22	\$ 56,506
Total	\$ 56,506

Product	Assessable Units	Maximum Annual Debt Service	Net Assessment Per Unit	Gross Assessment Per Unit
Single Family	142	\$ 172,075	\$ 1,212	\$ 1,303
	142	\$ 172,075		

Eden Hills
Community Development District
Series 2020 Special Assessment Bonds
Amortization Schedule

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/01/21	\$ 2,950,000.00	\$ -	\$ 57,262.50	\$ 107,208.13
05/01/22	\$ 2,950,000.00	\$ 55,000.00	\$ 57,262.50	\$ -
11/01/22	\$ 2,895,000.00	\$ -	\$ 56,506.25	\$ 168,768.75
05/01/23	\$ 2,895,000.00	\$ 55,000.00	\$ 56,506.25	\$ -
11/01/23	\$ 2,840,000.00	\$ -	\$ 55,750.00	\$ 167,256.25
05/01/24	\$ 2,840,000.00	\$ 60,000.00	\$ 55,750.00	\$ -
11/01/24	\$ 2,780,000.00	\$ -	\$ 54,925.00	\$ 170,675.00
05/01/25	\$ 2,780,000.00	\$ 60,000.00	\$ 54,925.00	\$ -
11/01/25	\$ 2,720,000.00	\$ -	\$ 54,100.00	\$ 169,025.00
05/01/26	\$ 2,720,000.00	\$ 60,000.00	\$ 54,100.00	\$ -
11/01/26	\$ 2,660,000.00	\$ -	\$ 53,125.00	\$ 167,225.00
05/01/27	\$ 2,660,000.00	\$ 65,000.00	\$ 53,125.00	\$ -
11/01/27	\$ 2,595,000.00	\$ -	\$ 52,068.75	\$ 170,193.75
05/01/28	\$ 2,595,000.00	\$ 65,000.00	\$ 52,068.75	\$ -
11/01/28	\$ 2,530,000.00	\$ -	\$ 51,012.50	\$ 168,081.25
05/01/29	\$ 2,530,000.00	\$ 70,000.00	\$ 51,012.50	\$ -
11/01/29	\$ 2,460,000.00	\$ -	\$ 49,875.00	\$ 170,887.50
05/01/30	\$ 2,460,000.00	\$ 70,000.00	\$ 49,875.00	\$ -
11/01/30	\$ 2,390,000.00	\$ -	\$ 48,737.50	\$ 168,612.50
05/01/31	\$ 2,390,000.00	\$ 75,000.00	\$ 48,737.50	\$ -
11/01/31	\$ 2,315,000.00	\$ -	\$ 47,237.50	\$ 170,975.00
05/01/32	\$ 2,315,000.00	\$ 75,000.00	\$ 47,237.50	\$ -
11/01/32	\$ 2,240,000.00	\$ -	\$ 45,737.50	\$ 167,975.00
05/01/33	\$ 2,240,000.00	\$ 80,000.00	\$ 45,737.50	\$ -
11/01/33	\$ 2,160,000.00	\$ -	\$ 44,137.50	\$ 169,875.00
05/01/34	\$ 2,160,000.00	\$ 85,000.00	\$ 44,137.50	\$ -
11/01/34	\$ 2,075,000.00	\$ -	\$ 42,437.50	\$ 171,575.00
05/01/35	\$ 2,075,000.00	\$ 85,000.00	\$ 42,437.50	\$ -
11/01/35	\$ 1,990,000.00	\$ -	\$ 40,737.50	\$ 168,175.00
05/01/36	\$ 1,990,000.00	\$ 90,000.00	\$ 40,737.50	\$ -
11/01/36	\$ 1,900,000.00	\$ -	\$ 38,937.50	\$ 169,675.00
05/01/37	\$ 1,900,000.00	\$ 95,000.00	\$ 38,937.50	\$ -
11/01/37	\$ 1,805,000.00	\$ -	\$ 37,037.50	\$ 170,975.00
05/01/38	\$ 1,805,000.00	\$ 100,000.00	\$ 37,037.50	\$ -
11/01/38	\$ 1,705,000.00	\$ -	\$ 35,037.50	\$ 172,075.00
05/01/39	\$ 1,705,000.00	\$ 100,000.00	\$ 35,037.50	\$ -
11/01/39	\$ 1,605,000.00	\$ -	\$ 33,037.50	\$ 168,075.00
05/01/40	\$ 1,605,000.00	\$ 105,000.00	\$ 33,037.50	\$ -
11/01/40	\$ 1,500,000.00	\$ -	\$ 30,937.50	\$ 168,975.00
05/01/41	\$ 1,500,000.00	\$ 110,000.00	\$ 30,937.50	\$ -
11/01/41	\$ 1,390,000.00	\$ -	\$ 28,668.75	\$ 169,606.25
05/01/42	\$ 1,390,000.00	\$ 115,000.00	\$ 28,668.75	\$ -
11/01/42	\$ 1,275,000.00	\$ -	\$ 26,296.88	\$ 169,965.63
05/01/43	\$ 1,275,000.00	\$ 120,000.00	\$ 26,296.88	\$ -
11/01/43	\$ 1,155,000.00	\$ -	\$ 23,821.88	\$ 170,118.75
05/01/44	\$ 1,155,000.00	\$ 125,000.00	\$ 23,821.88	\$ -
11/01/44	\$ 1,030,000.00	\$ -	\$ 21,243.75	\$ 170,065.63

Eden Hills
Community Development District
Series 2020 Special Assessment Bonds
Amortization Schedule

DATE		BALANCE	PRINCIPAL		INTEREST		TOTAL
05/01/45	\$	1,030,000.00	\$	130,000.00	\$	21,243.75	\$ -
11/01/45	\$	900,000.00	\$	-	\$	18,562.50	\$ 169,806.25
05/01/46	\$	900,000.00	\$	135,000.00	\$	18,562.50	\$ -
11/01/46	\$	765,000.00	\$	-	\$	15,778.13	\$ 169,340.63
05/01/47	\$	765,000.00	\$	140,000.00	\$	15,778.13	\$ -
11/01/47	\$	625,000.00	\$	-	\$	12,890.63	\$ 168,668.75
05/01/48	\$	625,000.00	\$	145,000.00	\$	12,890.63	\$ -
11/01/48	\$	480,000.00	\$	-	\$	9,900.00	\$ 167,790.63
05/01/49	\$	480,000.00	\$	155,000.00	\$	9,900.00	\$ -
11/01/49	\$	325,000.00	\$	-	\$	6,703.13	\$ 171,603.13
05/01/50	\$	325,000.00	\$	160,000.00	\$	6,703.13	\$ -
11/01/50	\$	165,000.00	\$	-	\$	3,403.13	\$ 170,106.25
05/01/51	\$	165,000.00	\$	165,000.00	\$	3,403.13	\$ 168,403.13
				\$	2,950,000.00	\$	2,191,812.50
						\$	5,191,758.13

SECTION 2

**FISCAL YEAR 2021/2022 BUDGET DEFICIT FUNDING AGREEMENT
BETWEEN EDEN HILLS COMMUNITY DEVELOPMENT
DISTRICT AND _____,**

THIS AGREEMENT (the "Agreement"), effective the 11th day of August, 2021, by and between:

EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Lake Alfred, Florida (hereinafter "**District**"), and

_____, a Florida _____ and a landowner in the District (hereinafter "**Landowner**"), with an address of _____.

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; 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 has adopted its operating budget for the Fiscal Year 2021/2022 (the "2022 O&M Budget"), which budget will commence on October 1, 2021, and conclude on September 30, 2022, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, Landowner is developing certain real property within the District and presently owns the majority of such real property identified in the District's Fiscal Year 2021/2022 Assessment Roll (the "Assessment Roll"), appended to the attached **Exhibit A** and incorporated herein by reference, which real property is located entirely within the District and has been determined by the District's Board of Supervisors (the "Board") to be specially benefited by the continued operations of the District (the "Property"); and

WHEREAS, following the adoption of the 2022 O&M Budget by the Board, the District has the option of levying an amount of non-ad valorem assessments on all land within its boundaries that will specially benefit from the activities, operations and services set forth in the 2022 O&M Budget and placing such amount on the Assessment Roll submitted to the Polk County Property Appraiser and Polk County Tax Collector (such amount is hereinafter referred to as the "O&M Assessment(s)"), or utilizing such other revenue sources as may be available to it; and

WHEREAS, due to the nature of the ownership of the Property, the District is not able to forecast with absolute certainty (a) the amount of monies that will be necessary to fund the District's activities, operations and services set forth in the 2022 O&M Budget or (b) that the O&M Assessments levied against the Property will be sufficient to cover the actual administrative, operations and maintenance expenditures of the District for Fiscal Year 2021/2022; and

WHEREAS, in contemplation of the foregoing, and in lieu of levying an increased amount of O&M Assessments on the Property and potentially collecting more than is necessary to fund the 2022 O&M Budget, the Landowner desires to provide the monies necessary to fund any shortfall in the actual administrative, operations and maintenance expenditures of the District for the Fiscal Year 2021/2022 that are not otherwise funded by the O&M Assessments levied upon the Property (such funded shortfall is hereinafter referred to as the "O&M Budget Shortfall Payment(s)").

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. PAYMENT OF DISTRICT'S O&M BUDGET.

i. ***Payment of O&M Budget Expenses.*** Upon the District Manager's written request, the Landowner agrees to fund the O&M Budget Shortfall Payment(s), on a continuing basis, within fifteen (15) days of written request by the District Manager, but no more frequently than quarterly. Unless the Landowner otherwise agrees by amendment hereto, the cumulative O&M Budget Shortfall Payment(s) are expressly limited to an amount equal to the total budgeted amount adopted by the Board under the 2022 O&M Budget times 1.10, minus the total amount collected by the District from the O&M Assessments. Funds provided by the Landowner hereunder shall be placed in the District's general checking account and used solely for the purpose of funding the actual administrative, operations and maintenance expenses of the District. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the lands within the District, including the Property, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the 2022 O&M Budget or otherwise.

ii. ***Consent to Funding of 2022 O&M Budget.*** The Landowner acknowledges and agrees that the O&M Budget Shortfall Payment(s) represent the funding of administrative, operations and maintenance expenditures that would otherwise be appropriately funded through O&M Assessments equitably allocated to the Property within the District in accordance with the District's assessment methodology. Landowner agrees to pay, or caused to be paid, the O&M Budget Shortfall Payment(s) regardless of whether Landowner owns the Property at the time of

such payment subject to the terms set forth in Section 10 herein. Landowner agrees that it will not contest the legality or validity of such imposition, collection or enforcement to the extent such imposition is made in accordance with the terms of this Agreement.

SECTION 3. CONTINUING LIEN. The District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for FY 2021/2022 O&M Budget" in the public records of Polk County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for 2022 O&M Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Landowner has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Landowner sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Landowner's rights and obligations under this Agreement shall remain the same; provided, however, that the District shall only have the right to file a lien upon the remaining Property owned by the Landowner.

SECTION 4. ALTERNATIVE COLLECTION METHODS.

i. In the alternative or in addition to the collection method set forth in Section 3 above, the District may enforce the collection of the O&M Budget Shortfall Payment(s) by action against the Landowner in the appropriate judicial forum in and for Polk County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

ii. The District hereby finds that the activities, operations and services funded by the O&M Budget Shortfall Payment(s) provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Landowner agrees that the activities, operations and services that will be funded by the O&M Budget Shortfall Payment(s) provide a special and peculiar benefit to the Property in excess of the costs thereof on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Polk County property appraiser.

SECTION 5. NOTICE. All notices, payments and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

A. If to District: Eden Hills
Community Development District
219 E. Livingston St.
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: District Counsel

B. If to Developer: _____

With a copy to: Straughn & Turner, P.A.
255 Magnolia Avenue SW
Winter Haven, Florida 33880
Attn: Richard E. Straughn

SECTION 6. AMENDMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 7. AUTHORITY. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 8. ASSIGNMENT. This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other, which consent shall not be unreasonably withheld.

SECTION 9. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the matter described in Sections 3 and 4 above.

SECTION 10. THIRD PARTY RIGHTS; TRANSFER OF PROPERTY. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Landowner sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, including the Property (other than in the normal course of business to homeowners or to other builders by individual lot), the Landowner shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Landowner shall give ninety (90) days prior written notice to the District under this Agreement of any such bulk sale or disposition.

SECTION 11. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties agree that venue shall be in Polk County, Florida.

SECTION 12. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 13. EFFECTIVE DATE. The Agreement shall take effect as of July 15, 2021. The enforcement provisions of this Agreement shall survive its termination, until all payments due pursuant to this Agreement are paid in full.

{SIGNATURE PAGE FOLLOWS}

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

ATTEST:

**EDEN HILLS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

a Florida limited liability company

[Print Name]

By:
Its:

EXHIBIT A: Fiscal Year 2021/2022 O&M Budget & Assessment Roll

EXHIBIT A

Fiscal Year 2021/2022 O&M Budget & Assessment Roll

Eden Hills
Community Development District

Proposed Budget
FY2022



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Eden Hills
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2021	Actuals Thru 6/30/21	Projected Next 3 Months	Projected Thru 9/30/21	Proposed Budget FY2022
Revenues					
Assessments - Tax Roll	\$ -	\$ -	\$ -	\$ -	\$ 106,500
Developer Contributions	\$ 184,965	\$ 60,000	\$ 60,381	\$ 120,381	\$ 217,767
Boundary Amendment Contributions	\$ -	\$ 7,934	\$ 4,247	\$ 12,182	\$ -
Total Revenues	\$ 184,965	\$ 67,934	\$ 64,628	\$ 132,563	\$ 324,267

Expenditures

Administrative

Supervisor Fees	\$ 12,000	\$ 3,600	\$ 3,000	\$ 6,600	\$ 12,000
Engineering	\$ 20,000	\$ -	\$ 5,000	\$ 5,000	\$ 20,000
Attorney	\$ 25,000	\$ 9,572	\$ 15,428	\$ 25,000	\$ 30,000
Annual Audit	\$ 3,000	\$ 2,875	\$ 2,875	\$ 5,750	\$ 7,250
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ 650	\$ -	\$ 450	\$ 450	\$ 900
Dissemination	\$ 5,000	\$ 2,500	\$ 1,250	\$ 3,750	\$ 6,000
Trustee Fees	\$ 3,550	\$ -	\$ 3,550	\$ 3,550	\$ 7,100
Management Fees	\$ 35,000	\$ 26,250	\$ 8,750	\$ 35,000	\$ 36,050
Information Technology	\$ 1,410	\$ 900	\$ 353	\$ 1,253	\$ 1,800
Website Technology	\$ 940	\$ -	\$ 235	\$ 235	\$ 1,200
Telephone	\$ 250	\$ 7	\$ 63	\$ 69	\$ 250
Postage & Delivery	\$ 850	\$ 47	\$ 213	\$ 259	\$ 850
Insurance	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,500
Printing & Binding	\$ 1,000	\$ 23	\$ 250	\$ 273	\$ 1,000
Legal Advertising	\$ 10,000	\$ 3,162	\$ 2,500	\$ 5,662	\$ 10,000
Other Current Charges	\$ 1,000	\$ 934	\$ 250	\$ 1,184	\$ 2,800
Boundary Amendment Expenses	\$ -	\$ 12,182	\$ -	\$ 12,182	\$ -
Office Supplies	\$ 500	\$ 14	\$ 125	\$ 139	\$ 500
Travel Per Diem	\$ 550	\$ -	\$ 138	\$ 138	\$ 550
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Total Administrative	\$ 130,875	\$ 67,240	\$ 44,428	\$ 111,668	\$ 148,925

Operations & Maintenance

Field Services

Property Insurance	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ 12,000
Field Management	\$ 10,000	\$ -	\$ 1,875	\$ 1,875	\$ 15,000
Landscape Maintenance	\$ 18,640	\$ -	\$ 4,660	\$ 4,660	\$ 40,500
Landscape Replacement	\$ 2,000	\$ -	\$ 500	\$ 500	\$ 7,500
Streetlights	\$ 8,400	\$ -	\$ 2,100	\$ 2,100	\$ 8,000
Electric	\$ 1,500	\$ -	\$ 375	\$ 375	\$ 20,000
Water & Sewer	\$ 700	\$ -	\$ 175	\$ 175	\$ 12,000
Sidewalk & Asphalt Maintenance	\$ 350	\$ -	\$ 88	\$ 88	\$ 500
Irrigation Repairs	\$ 2,000	\$ -	\$ 500	\$ 500	\$ 2,500
General Repairs & Maintenance	\$ 3,500	\$ -	\$ 875	\$ 875	\$ 5,000
Contingency	\$ 2,000	\$ -	\$ 500	\$ 500	\$ 2,500
Subtotal Field Expenses	\$ 54,090	\$ -	\$ 16,648	\$ 16,648	\$ 125,500

Eden Hills
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2021	Actuals Thru 6/30/21	Projected Next 3 Months	Projected Thru 9/30/21	Proposed Budget FY2022
Amenity Expenses					
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ 6,000
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ 1,458
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ 16,750
Internet	\$ -	\$ -	\$ -	\$ -	\$ 1,250
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ 300
Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ 2,000
Security Services	\$ -	\$ -	\$ -	\$ -	\$ 3,125
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 4,792
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 2,083
Contingency	\$ -	\$ -	\$ -	\$ -	\$ 2,083
Subtotal Amenity Expenses	\$ -	\$ -	\$ -	\$ -	\$ 39,842
<u>Total Operations & Maintenance</u>	\$ 54,090	\$ -	\$ 16,648	\$ 16,648	\$ 165,342
<u>Other Expenses</u>					
Capital Reserves	\$ -	\$ -	\$ -	\$ -	\$ 10,000
<u>Total Other Expenses</u>	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Total Expenditures	\$ 184,965	\$ 67,240	\$ 61,076	\$ 128,315	\$ 324,267
Excess Revenues/(Expenditures)	\$ -	\$ 695	\$ 3,552	\$ 4,247	\$ -

Net Assessments	\$106,500
Add: Discounts & Collections 7%	\$8,016
Gross Assessments	<u>\$114,516</u>
Assessable Units	142
Gross Per Unit Assessment	\$806.45
Net Per Unit Assessment	\$750.00

Eden Hills

Community Development District

General Fund Budget

Revenues:

Assessments

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for operating expenditures during the fiscal year.

Expenditures:

General & Administrative:

Supervisor Fees

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

Engineering

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

Attorney

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

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on its Series 2020 bonds and one other anticipated bond issuance.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an the Series 2020 bonds and one other anticipated bond issuance.

Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

Eden Hills

Community Development District

General Fund Budget

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Telephone

Telephone and fax machine.

Postage & Delivery

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

Insurance

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

Printing & Binding

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

Legal Advertising

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

Other Current Charges

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

Office Supplies

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

Eden Hills

Community Development District

General Fund Budget

Travel Per Diem

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

Dues, Licenses & Subscriptions

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

Operations & Maintenance:

Field Expenses

Property Insurance

The District's property insurance coverages.

Field Management

Represents the estimated costs of contracting services that provide onsite field management of contracts for the District such as landscape and lake maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

Represents the estimated maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed. The District has contracted with Prince & Sons, Inc. to provide these services.

Landscape Replacement

Represents the estimated cost of replacing landscaping within the common areas of the District.

Streetlights

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

Electric

Represents current and estimated electric charges of common areas throughout the District.

Water & Sewer

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

Sidewalk & Asphalt Maintenance

Represents the estimated costs of maintaining the sidewalks and asphalt throughout the District's Boundary.

Eden Hills

Community Development District

General Fund Budget

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

General Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

Amenity Expenses

Amenity - Electric

Represents estimated electric charges for the District's amenity facilities.

Amenity – Water

Represents estimated water charges for the District's amenity facilities.

Playground Lease

The District will enter into a leasing agreement for playgrounds installed in the community.

Internet

Internet service will be added for use at the Amenity Center.

Pest Control

The District will incur costs for pest control treatments to its amenity facilities.

Janitorial Services

Represents estimated costs to provide janitorial services and supplies for the District's amenity facilities.

Security Services

Represents the estimated cost of contracting a monthly security service for the District's amenity facilities.

Pool Maintenance

Represents estimated costs of regular cleaning and treatments of the District's pool.

Amenity Access Management

Represents the cost of managing and monitoring access to the District's amenity facilities.

Eden Hills
Community Development District
General Fund Budget

Amenity Repairs & Maintenance

Represents estimated costs for repairs and maintenance of the District's amenity facilities.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any amenity category.

Other Expenses:

Capital Reserves

Funds collected and reserved for the replacement of and/or purchase of new capital improvements throughout the District.

Eden Hills
Community Development District
Proposed Budget
Series 2020 Debt Service Fund

Description	Proposed Budget FY2021	Actual Thru 6/30/21	Projected Next 3 Months	Projected Thru 9/30/21	Proposed Budget FY2022
Revenues					
Assessments - Tax Roll	\$ -	\$ -	\$ -	\$ -	\$ 172,075
Assessments - Direct Bill	\$ 57,263	\$ -	\$ 57,263	\$ 57,263	\$ -
Interest Income	\$ -	\$ 7	\$ -	\$ 7	\$ -
Carry Forward Surplus	\$ -	\$ -	\$ -	\$ -	\$ 58,169
Total Revenues	\$ 57,263	\$ 7	\$ 57,263	\$ 57,269	\$ 230,244
Expenses					
Interest - 11/1	\$ -	\$ -	\$ -	\$ -	\$ 57,263
Principal - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 55,000
Interest - 5/1	\$ 49,946	\$ 49,946	\$ -	\$ 49,946	\$ 57,263
Total Expenditures	\$ 49,946	\$ 49,946	\$ -	\$ 49,946	\$ 169,525
Other Financing Sources					
Transfer In/(Out)	\$ -	\$ 900	\$ -	\$ 900	\$ -
Bond Proceeds	\$ 222,021	\$ 222,021	\$ -	\$ 222,021	\$ -
Total Other Financing Sources (Uses)	\$ 222,021	\$ 222,920	\$ -	\$ 222,920	\$ -
Excess Revenues/(Expenditures)	\$ 229,338	\$ 172,981	\$ 57,263	\$ 230,244	\$ 60,719

Interest Expense 11/1/22	\$ 56,506
Total	\$ 56,506

Product	Assessable Units	Maximum Annual Debt Service	Net Assessment Per Unit	Gross Assessment Per Unit
Single Family	142	\$ 172,075	\$ 1,212	\$ 1,303
	142	\$ 172,075		

Eden Hills
Community Development District
Series 2020 Special Assessment Bonds
Amortization Schedule

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/01/21	\$ 2,950,000.00	\$ -	\$ 57,262.50	\$ 107,208.13
05/01/22	\$ 2,950,000.00	\$ 55,000.00	\$ 57,262.50	\$ -
11/01/22	\$ 2,895,000.00	\$ -	\$ 56,506.25	\$ 168,768.75
05/01/23	\$ 2,895,000.00	\$ 55,000.00	\$ 56,506.25	\$ -
11/01/23	\$ 2,840,000.00	\$ -	\$ 55,750.00	\$ 167,256.25
05/01/24	\$ 2,840,000.00	\$ 60,000.00	\$ 55,750.00	\$ -
11/01/24	\$ 2,780,000.00	\$ -	\$ 54,925.00	\$ 170,675.00
05/01/25	\$ 2,780,000.00	\$ 60,000.00	\$ 54,925.00	\$ -
11/01/25	\$ 2,720,000.00	\$ -	\$ 54,100.00	\$ 169,025.00
05/01/26	\$ 2,720,000.00	\$ 60,000.00	\$ 54,100.00	\$ -
11/01/26	\$ 2,660,000.00	\$ -	\$ 53,125.00	\$ 167,225.00
05/01/27	\$ 2,660,000.00	\$ 65,000.00	\$ 53,125.00	\$ -
11/01/27	\$ 2,595,000.00	\$ -	\$ 52,068.75	\$ 170,193.75
05/01/28	\$ 2,595,000.00	\$ 65,000.00	\$ 52,068.75	\$ -
11/01/28	\$ 2,530,000.00	\$ -	\$ 51,012.50	\$ 168,081.25
05/01/29	\$ 2,530,000.00	\$ 70,000.00	\$ 51,012.50	\$ -
11/01/29	\$ 2,460,000.00	\$ -	\$ 49,875.00	\$ 170,887.50
05/01/30	\$ 2,460,000.00	\$ 70,000.00	\$ 49,875.00	\$ -
11/01/30	\$ 2,390,000.00	\$ -	\$ 48,737.50	\$ 168,612.50
05/01/31	\$ 2,390,000.00	\$ 75,000.00	\$ 48,737.50	\$ -
11/01/31	\$ 2,315,000.00	\$ -	\$ 47,237.50	\$ 170,975.00
05/01/32	\$ 2,315,000.00	\$ 75,000.00	\$ 47,237.50	\$ -
11/01/32	\$ 2,240,000.00	\$ -	\$ 45,737.50	\$ 167,975.00
05/01/33	\$ 2,240,000.00	\$ 80,000.00	\$ 45,737.50	\$ -
11/01/33	\$ 2,160,000.00	\$ -	\$ 44,137.50	\$ 169,875.00
05/01/34	\$ 2,160,000.00	\$ 85,000.00	\$ 44,137.50	\$ -
11/01/34	\$ 2,075,000.00	\$ -	\$ 42,437.50	\$ 171,575.00
05/01/35	\$ 2,075,000.00	\$ 85,000.00	\$ 42,437.50	\$ -
11/01/35	\$ 1,990,000.00	\$ -	\$ 40,737.50	\$ 168,175.00
05/01/36	\$ 1,990,000.00	\$ 90,000.00	\$ 40,737.50	\$ -
11/01/36	\$ 1,900,000.00	\$ -	\$ 38,937.50	\$ 169,675.00
05/01/37	\$ 1,900,000.00	\$ 95,000.00	\$ 38,937.50	\$ -
11/01/37	\$ 1,805,000.00	\$ -	\$ 37,037.50	\$ 170,975.00
05/01/38	\$ 1,805,000.00	\$ 100,000.00	\$ 37,037.50	\$ -
11/01/38	\$ 1,705,000.00	\$ -	\$ 35,037.50	\$ 172,075.00
05/01/39	\$ 1,705,000.00	\$ 100,000.00	\$ 35,037.50	\$ -
11/01/39	\$ 1,605,000.00	\$ -	\$ 33,037.50	\$ 168,075.00
05/01/40	\$ 1,605,000.00	\$ 105,000.00	\$ 33,037.50	\$ -
11/01/40	\$ 1,500,000.00	\$ -	\$ 30,937.50	\$ 168,975.00
05/01/41	\$ 1,500,000.00	\$ 110,000.00	\$ 30,937.50	\$ -
11/01/41	\$ 1,390,000.00	\$ -	\$ 28,668.75	\$ 169,606.25
05/01/42	\$ 1,390,000.00	\$ 115,000.00	\$ 28,668.75	\$ -
11/01/42	\$ 1,275,000.00	\$ -	\$ 26,296.88	\$ 169,965.63
05/01/43	\$ 1,275,000.00	\$ 120,000.00	\$ 26,296.88	\$ -
11/01/43	\$ 1,155,000.00	\$ -	\$ 23,821.88	\$ 170,118.75
05/01/44	\$ 1,155,000.00	\$ 125,000.00	\$ 23,821.88	\$ -
11/01/44	\$ 1,030,000.00	\$ -	\$ 21,243.75	\$ 170,065.63

Eden Hills
Community Development District
Series 2020 Special Assessment Bonds
Amortization Schedule

DATE		BALANCE	PRINCIPAL		INTEREST		TOTAL
05/01/45	\$	1,030,000.00	\$	130,000.00	\$	21,243.75	\$ -
11/01/45	\$	900,000.00	\$	-	\$	18,562.50	\$ 169,806.25
05/01/46	\$	900,000.00	\$	135,000.00	\$	18,562.50	\$ -
11/01/46	\$	765,000.00	\$	-	\$	15,778.13	\$ 169,340.63
05/01/47	\$	765,000.00	\$	140,000.00	\$	15,778.13	\$ -
11/01/47	\$	625,000.00	\$	-	\$	12,890.63	\$ 168,668.75
05/01/48	\$	625,000.00	\$	145,000.00	\$	12,890.63	\$ -
11/01/48	\$	480,000.00	\$	-	\$	9,900.00	\$ 167,790.63
05/01/49	\$	480,000.00	\$	155,000.00	\$	9,900.00	\$ -
11/01/49	\$	325,000.00	\$	-	\$	6,703.13	\$ 171,603.13
05/01/50	\$	325,000.00	\$	160,000.00	\$	6,703.13	\$ -
11/01/50	\$	165,000.00	\$	-	\$	3,403.13	\$ 170,106.25
05/01/51	\$	165,000.00	\$	165,000.00	\$	3,403.13	\$ 168,403.13
				\$ 2,950,000.00	\$ 2,191,812.50	\$	5,191,758.13

Eden Hills CDD FY 22 Assessment Roll

Parcel IDs	Lot #	Units	O&M	Debt	Total
26-27-30-496752-000010	Lot 1	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000020	Lot 2	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000030	Lot 3	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000040	Lot 4	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000050	Lot 5	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000060	Lot 6	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000070	Lot 7	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000080	Lot 8	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000090	Lot 9	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000100	Lot 10	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000110	Lot 11	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000120	Lot 12	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000130	Lot 13	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000140	Lot 14	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000150	Lot 15	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000160	Lot 16	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000170	Lot 17	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000180	Lot 18	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000190	Lot 19	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000200	Lot 20	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000210	Lot 21	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000220	Lot 22	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000230	Lot 23	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000240	Lot 24	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000250	Lot 25	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000260	Lot 26	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000270	Lot 27	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000280	Lot 28	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000290	Lot 29	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000300	Lot 30	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000310	Lot 31	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000320	Lot 32	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000330	Lot 33	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000340	Lot 34	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000350	Lot 35	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000360	Lot 36	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000370	Lot 37	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000380	Lot 38	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000390	Lot 39	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000400	Lot 40	1	\$806.45	\$1,303.76	\$2,110.21

Parcel IDs	Lot #	Units	O&M	Debt	Total
26-27-30-496752-000410	Lot 41	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000420	Lot 42	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000430	Lot 43	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000440	Lot 44	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000450	Lot 45	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000460	Lot 46	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000470	Lot 47	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000480	Lot 48	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000490	Lot 49	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000500	Lot 50	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000510	Lot 51	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000520	Lot 52	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000530	Lot 53	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000540	Lot 54	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000550	Lot 55	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000560	Lot 56	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000570	Lot 57	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000580	Lot 58	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000590	Lot 59	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000600	Lot 60	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000610	Lot 61	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000620	Lot 62	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000630	Lot 63	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000640	Lot 64	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000650	Lot 65	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000660	Lot 66	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000670	Lot 67	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000680	Lot 68	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000690	Lot 69	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000700	Lot 70	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000710	Lot 71	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000720	Lot 72	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000730	Lot 73	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000740	Lot 74	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000750	Lot 75	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000760	Lot 76	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000770	Lot 77	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000780	Lot 78	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000790	Lot 79	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000800	Lot 80	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000810	Lot 81	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000820	Lot 82	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000830	Lot 83	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000840	Lot 84	1	\$806.45	\$1,303.76	\$2,110.21

Parcel IDs	Lot #	Units	O&M	Debt	Total
26-27-30-496752-000850	Lot 85	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000860	Lot 86	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000870	Lot 87	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000880	Lot 88	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000890	Lot 89	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000900	Lot 90	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000910	Lot 91	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000920	Lot 92	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000930	Lot 93	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000940	Lot 94	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000950	Lot 95	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000960	Lot 96	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000970	Lot 97	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000980	Lot 98	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000990	Lot 99	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001000	Lot 100	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001010	Lot 101	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001020	Lot 102	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001030	Lot 103	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001040	Lot 104	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001050	Lot 105	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001060	Lot 106	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001070	Lot 107	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001080	Lot 108	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001090	Lot 109	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001100	Lot 110	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001110	Lot 111	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001120	Lot 112	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001130	Lot 113	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001140	Lot 114	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001150	Lot 115	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001160	Lot 116	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001170	Lot 117	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001180	Lot 118	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001190	Lot 119	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001200	Lot 120	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001210	Lot 121	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001220	Lot 122	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001230	Lot 123	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001240	Lot 124	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001250	Lot 125	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001260	Lot 126	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001270	Lot 127	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001280	Lot 128	1	\$806.45	\$1,303.76	\$2,110.21

Parcel IDs	Lot #	Units	O&M	Debt	Total
26-27-30-496752-001290	Lot 129	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001300	Lot 130	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001310	Lot 131	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001320	Lot 132	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001330	Lot 133	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001340	Lot 134	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001350	Lot 135	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001360	Lot 136	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001370	Lot 137	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001380	Lot 138	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001390	Lot 139	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001400	Lot 140	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001410	Lot 141	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001420	Lot 142	1	\$806.45	\$1,303.76	\$2,110.21
Total Gross Assessments		142	\$114,515.90	\$185,133.92	\$299,649.82
Total Net Assessments			\$106,499.79	\$172,174.55	\$278,674.33

SECTION B

SECTION 1

RESOLUTION 2021-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2021/2022; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Eden Hills Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Polk County, Florida (“**County**”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”), attached hereto as **Exhibit “A”** and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2021/2022; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Eden Hills Community Development District (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B”** and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits “A” and “B,”** is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION. The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits “A” and “B.”** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified to the County Tax Collector and shall be collected by the County

Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

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

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 11th day of August, 2021.

ATTEST:

**EDEN HILLS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget
Exhibit B: Assessment Roll

Eden Hills
Community Development District

Proposed Budget
FY2022



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Eden Hills
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2021	Actuals Thru 6/30/21	Projected Next 3 Months	Projected Thru 9/30/21	Proposed Budget FY2022
Revenues					
Assessments - Tax Roll	\$ -	\$ -	\$ -	\$ -	\$ 106,500
Developer Contributions	\$ 184,965	\$ 60,000	\$ 60,381	\$ 120,381	\$ 217,767
Boundary Amendment Contributions	\$ -	\$ 7,934	\$ 4,247	\$ 12,182	\$ -
Total Revenues	\$ 184,965	\$ 67,934	\$ 64,628	\$ 132,563	\$ 324,267

Expenditures

Administrative

Supervisor Fees	\$ 12,000	\$ 3,600	\$ 3,000	\$ 6,600	\$ 12,000
Engineering	\$ 20,000	\$ -	\$ 5,000	\$ 5,000	\$ 20,000
Attorney	\$ 25,000	\$ 9,572	\$ 15,428	\$ 25,000	\$ 30,000
Annual Audit	\$ 3,000	\$ 2,875	\$ 2,875	\$ 5,750	\$ 7,250
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ 650	\$ -	\$ 450	\$ 450	\$ 900
Dissemination	\$ 5,000	\$ 2,500	\$ 1,250	\$ 3,750	\$ 6,000
Trustee Fees	\$ 3,550	\$ -	\$ 3,550	\$ 3,550	\$ 7,100
Management Fees	\$ 35,000	\$ 26,250	\$ 8,750	\$ 35,000	\$ 36,050
Information Technology	\$ 1,410	\$ 900	\$ 353	\$ 1,253	\$ 1,800
Website Technology	\$ 940	\$ -	\$ 235	\$ 235	\$ 1,200
Telephone	\$ 250	\$ 7	\$ 63	\$ 69	\$ 250
Postage & Delivery	\$ 850	\$ 47	\$ 213	\$ 259	\$ 850
Insurance	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,500
Printing & Binding	\$ 1,000	\$ 23	\$ 250	\$ 273	\$ 1,000
Legal Advertising	\$ 10,000	\$ 3,162	\$ 2,500	\$ 5,662	\$ 10,000
Other Current Charges	\$ 1,000	\$ 934	\$ 250	\$ 1,184	\$ 2,800
Boundary Amendment Expenses	\$ -	\$ 12,182	\$ -	\$ 12,182	\$ -
Office Supplies	\$ 500	\$ 14	\$ 125	\$ 139	\$ 500
Travel Per Diem	\$ 550	\$ -	\$ 138	\$ 138	\$ 550
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Total Administrative	\$ 130,875	\$ 67,240	\$ 44,428	\$ 111,668	\$ 148,925

Operations & Maintenance

Field Services

Property Insurance	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ 12,000
Field Management	\$ 10,000	\$ -	\$ 1,875	\$ 1,875	\$ 15,000
Landscape Maintenance	\$ 18,640	\$ -	\$ 4,660	\$ 4,660	\$ 40,500
Landscape Replacement	\$ 2,000	\$ -	\$ 500	\$ 500	\$ 7,500
Streetlights	\$ 8,400	\$ -	\$ 2,100	\$ 2,100	\$ 8,000
Electric	\$ 1,500	\$ -	\$ 375	\$ 375	\$ 20,000
Water & Sewer	\$ 700	\$ -	\$ 175	\$ 175	\$ 12,000
Sidewalk & Asphalt Maintenance	\$ 350	\$ -	\$ 88	\$ 88	\$ 500
Irrigation Repairs	\$ 2,000	\$ -	\$ 500	\$ 500	\$ 2,500
General Repairs & Maintenance	\$ 3,500	\$ -	\$ 875	\$ 875	\$ 5,000
Contingency	\$ 2,000	\$ -	\$ 500	\$ 500	\$ 2,500
Subtotal Field Expenses	\$ 54,090	\$ -	\$ 16,648	\$ 16,648	\$ 125,500

Eden Hills
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2021	Actuals Thru 6/30/21	Projected Next 3 Months	Projected Thru 9/30/21	Proposed Budget FY2022
Amenity Expenses					
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ 6,000
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ 1,458
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ 16,750
Internet	\$ -	\$ -	\$ -	\$ -	\$ 1,250
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ 300
Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ 2,000
Security Services	\$ -	\$ -	\$ -	\$ -	\$ 3,125
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 4,792
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 2,083
Contingency	\$ -	\$ -	\$ -	\$ -	\$ 2,083
Subtotal Amenity Expenses	\$ -	\$ -	\$ -	\$ -	\$ 39,842
<u>Total Operations & Maintenance</u>	\$ 54,090	\$ -	\$ 16,648	\$ 16,648	\$ 165,342
<u>Other Expenses</u>					
Capital Reserves	\$ -	\$ -	\$ -	\$ -	\$ 10,000
<u>Total Other Expenses</u>	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Total Expenditures	\$ 184,965	\$ 67,240	\$ 61,076	\$ 128,315	\$ 324,267
Excess Revenues/(Expenditures)	\$ -	\$ 695	\$ 3,552	\$ 4,247	\$ -

Net Assessments	\$106,500
Add: Discounts & Collections 7%	\$8,016
Gross Assessments	<u>\$114,516</u>
Assessable Units	142
Gross Per Unit Assessment	\$806.45
Net Per Unit Assessment	\$750.00

Eden Hills

Community Development District

General Fund Budget

Revenues:

Assessments

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for operating expenditures during the fiscal year.

Expenditures:

General & Administrative:

Supervisor Fees

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

Engineering

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

Attorney

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

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on its Series 2020 bonds and one other anticipated bond issuance.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an the Series 2020 bonds and one other anticipated bond issuance.

Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

Eden Hills

Community Development District

General Fund Budget

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Telephone

Telephone and fax machine.

Postage & Delivery

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

Insurance

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

Printing & Binding

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

Legal Advertising

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

Other Current Charges

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

Office Supplies

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

Eden Hills

Community Development District

General Fund Budget

Travel Per Diem

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

Dues, Licenses & Subscriptions

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

Operations & Maintenance:

Field Expenses

Property Insurance

The District's property insurance coverages.

Field Management

Represents the estimated costs of contracting services that provide onsite field management of contracts for the District such as landscape and lake maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

Represents the estimated maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed. The District has contracted with Prince & Sons, Inc. to provide these services.

Landscape Replacement

Represents the estimated cost of replacing landscaping within the common areas of the District.

Streetlights

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

Electric

Represents current and estimated electric charges of common areas throughout the District.

Water & Sewer

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

Sidewalk & Asphalt Maintenance

Represents the estimated costs of maintaining the sidewalks and asphalt throughout the District's Boundary.

Eden Hills

Community Development District

General Fund Budget

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

General Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

Amenity Expenses

Amenity - Electric

Represents estimated electric charges for the District's amenity facilities.

Amenity – Water

Represents estimated water charges for the District's amenity facilities.

Playground Lease

The District will enter into a leasing agreement for playgrounds installed in the community.

Internet

Internet service will be added for use at the Amenity Center.

Pest Control

The District will incur costs for pest control treatments to its amenity facilities.

Janitorial Services

Represents estimated costs to provide janitorial services and supplies for the District's amenity facilities.

Security Services

Represents the estimated cost of contracting a monthly security service for the District's amenity facilities.

Pool Maintenance

Represents estimated costs of regular cleaning and treatments of the District's pool.

Amenity Access Management

Represents the cost of managing and monitoring access to the District's amenity facilities.

Eden Hills
Community Development District
General Fund Budget

Amenity Repairs & Maintenance

Represents estimated costs for repairs and maintenance of the District's amenity facilities.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any amenity category.

Other Expenses:

Capital Reserves

Funds collected and reserved for the replacement of and/or purchase of new capital improvements throughout the District.

Eden Hills
Community Development District
Proposed Budget
Series 2020 Debt Service Fund

Description	Proposed Budget FY2021	Actual Thru 6/30/21	Projected Next 3 Months	Projected Thru 9/30/21	Proposed Budget FY2022
Revenues					
Assessments - Tax Roll	\$ -	\$ -	\$ -	\$ -	\$ 172,075
Assessments - Direct Bill	\$ 57,263	\$ -	\$ 57,263	\$ 57,263	\$ -
Interest Income	\$ -	\$ 7	\$ -	\$ 7	\$ -
Carry Forward Surplus	\$ -	\$ -	\$ -	\$ -	\$ 58,169
Total Revenues	\$ 57,263	\$ 7	\$ 57,263	\$ 57,269	\$ 230,244
Expenses					
Interest - 11/1	\$ -	\$ -	\$ -	\$ -	\$ 57,263
Principal - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 55,000
Interest - 5/1	\$ 49,946	\$ 49,946	\$ -	\$ 49,946	\$ 57,263
Total Expenditures	\$ 49,946	\$ 49,946	\$ -	\$ 49,946	\$ 169,525
Other Financing Sources					
Transfer In/(Out)	\$ -	\$ 900	\$ -	\$ 900	\$ -
Bond Proceeds	\$ 222,021	\$ 222,021	\$ -	\$ 222,021	\$ -
Total Other Financing Sources (Uses)	\$ 222,021	\$ 222,920	\$ -	\$ 222,920	\$ -
Excess Revenues/(Expenditures)	\$ 229,338	\$ 172,981	\$ 57,263	\$ 230,244	\$ 60,719

Interest Expense 11/1/22	\$ 56,506
Total	\$ 56,506

Product	Assessable Units	Maximum Annual Debt Service	Net Assessment Per Unit	Gross Assessment Per Unit
Single Family	142	\$ 172,075	\$ 1,212	\$ 1,303
	142	\$ 172,075		

Eden Hills
Community Development District
Series 2020 Special Assessment Bonds
Amortization Schedule

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/01/21	\$ 2,950,000.00	\$ -	\$ 57,262.50	\$ 107,208.13
05/01/22	\$ 2,950,000.00	\$ 55,000.00	\$ 57,262.50	\$ -
11/01/22	\$ 2,895,000.00	\$ -	\$ 56,506.25	\$ 168,768.75
05/01/23	\$ 2,895,000.00	\$ 55,000.00	\$ 56,506.25	\$ -
11/01/23	\$ 2,840,000.00	\$ -	\$ 55,750.00	\$ 167,256.25
05/01/24	\$ 2,840,000.00	\$ 60,000.00	\$ 55,750.00	\$ -
11/01/24	\$ 2,780,000.00	\$ -	\$ 54,925.00	\$ 170,675.00
05/01/25	\$ 2,780,000.00	\$ 60,000.00	\$ 54,925.00	\$ -
11/01/25	\$ 2,720,000.00	\$ -	\$ 54,100.00	\$ 169,025.00
05/01/26	\$ 2,720,000.00	\$ 60,000.00	\$ 54,100.00	\$ -
11/01/26	\$ 2,660,000.00	\$ -	\$ 53,125.00	\$ 167,225.00
05/01/27	\$ 2,660,000.00	\$ 65,000.00	\$ 53,125.00	\$ -
11/01/27	\$ 2,595,000.00	\$ -	\$ 52,068.75	\$ 170,193.75
05/01/28	\$ 2,595,000.00	\$ 65,000.00	\$ 52,068.75	\$ -
11/01/28	\$ 2,530,000.00	\$ -	\$ 51,012.50	\$ 168,081.25
05/01/29	\$ 2,530,000.00	\$ 70,000.00	\$ 51,012.50	\$ -
11/01/29	\$ 2,460,000.00	\$ -	\$ 49,875.00	\$ 170,887.50
05/01/30	\$ 2,460,000.00	\$ 70,000.00	\$ 49,875.00	\$ -
11/01/30	\$ 2,390,000.00	\$ -	\$ 48,737.50	\$ 168,612.50
05/01/31	\$ 2,390,000.00	\$ 75,000.00	\$ 48,737.50	\$ -
11/01/31	\$ 2,315,000.00	\$ -	\$ 47,237.50	\$ 170,975.00
05/01/32	\$ 2,315,000.00	\$ 75,000.00	\$ 47,237.50	\$ -
11/01/32	\$ 2,240,000.00	\$ -	\$ 45,737.50	\$ 167,975.00
05/01/33	\$ 2,240,000.00	\$ 80,000.00	\$ 45,737.50	\$ -
11/01/33	\$ 2,160,000.00	\$ -	\$ 44,137.50	\$ 169,875.00
05/01/34	\$ 2,160,000.00	\$ 85,000.00	\$ 44,137.50	\$ -
11/01/34	\$ 2,075,000.00	\$ -	\$ 42,437.50	\$ 171,575.00
05/01/35	\$ 2,075,000.00	\$ 85,000.00	\$ 42,437.50	\$ -
11/01/35	\$ 1,990,000.00	\$ -	\$ 40,737.50	\$ 168,175.00
05/01/36	\$ 1,990,000.00	\$ 90,000.00	\$ 40,737.50	\$ -
11/01/36	\$ 1,900,000.00	\$ -	\$ 38,937.50	\$ 169,675.00
05/01/37	\$ 1,900,000.00	\$ 95,000.00	\$ 38,937.50	\$ -
11/01/37	\$ 1,805,000.00	\$ -	\$ 37,037.50	\$ 170,975.00
05/01/38	\$ 1,805,000.00	\$ 100,000.00	\$ 37,037.50	\$ -
11/01/38	\$ 1,705,000.00	\$ -	\$ 35,037.50	\$ 172,075.00
05/01/39	\$ 1,705,000.00	\$ 100,000.00	\$ 35,037.50	\$ -
11/01/39	\$ 1,605,000.00	\$ -	\$ 33,037.50	\$ 168,075.00
05/01/40	\$ 1,605,000.00	\$ 105,000.00	\$ 33,037.50	\$ -
11/01/40	\$ 1,500,000.00	\$ -	\$ 30,937.50	\$ 168,975.00
05/01/41	\$ 1,500,000.00	\$ 110,000.00	\$ 30,937.50	\$ -
11/01/41	\$ 1,390,000.00	\$ -	\$ 28,668.75	\$ 169,606.25
05/01/42	\$ 1,390,000.00	\$ 115,000.00	\$ 28,668.75	\$ -
11/01/42	\$ 1,275,000.00	\$ -	\$ 26,296.88	\$ 169,965.63
05/01/43	\$ 1,275,000.00	\$ 120,000.00	\$ 26,296.88	\$ -
11/01/43	\$ 1,155,000.00	\$ -	\$ 23,821.88	\$ 170,118.75
05/01/44	\$ 1,155,000.00	\$ 125,000.00	\$ 23,821.88	\$ -
11/01/44	\$ 1,030,000.00	\$ -	\$ 21,243.75	\$ 170,065.63

Eden Hills
Community Development District
Series 2020 Special Assessment Bonds
Amortization Schedule

DATE		BALANCE	PRINCIPAL		INTEREST		TOTAL
05/01/45	\$	1,030,000.00	\$	130,000.00	\$	21,243.75	\$ -
11/01/45	\$	900,000.00	\$	-	\$	18,562.50	\$ 169,806.25
05/01/46	\$	900,000.00	\$	135,000.00	\$	18,562.50	\$ -
11/01/46	\$	765,000.00	\$	-	\$	15,778.13	\$ 169,340.63
05/01/47	\$	765,000.00	\$	140,000.00	\$	15,778.13	\$ -
11/01/47	\$	625,000.00	\$	-	\$	12,890.63	\$ 168,668.75
05/01/48	\$	625,000.00	\$	145,000.00	\$	12,890.63	\$ -
11/01/48	\$	480,000.00	\$	-	\$	9,900.00	\$ 167,790.63
05/01/49	\$	480,000.00	\$	155,000.00	\$	9,900.00	\$ -
11/01/49	\$	325,000.00	\$	-	\$	6,703.13	\$ 171,603.13
05/01/50	\$	325,000.00	\$	160,000.00	\$	6,703.13	\$ -
11/01/50	\$	165,000.00	\$	-	\$	3,403.13	\$ 170,106.25
05/01/51	\$	165,000.00	\$	165,000.00	\$	3,403.13	\$ 168,403.13
				\$	2,950,000.00	\$	2,191,812.50
						\$	5,191,758.13

Eden Hills CDD FY 22 Assessment Roll

Parcel IDs	Lot #	Units	O&M	Debt	Total
26-27-30-496752-000010	Lot 1	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000020	Lot 2	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000030	Lot 3	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000040	Lot 4	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000050	Lot 5	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000060	Lot 6	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000070	Lot 7	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000080	Lot 8	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000090	Lot 9	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000100	Lot 10	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000110	Lot 11	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000120	Lot 12	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000130	Lot 13	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000140	Lot 14	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000150	Lot 15	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000160	Lot 16	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000170	Lot 17	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000180	Lot 18	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000190	Lot 19	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000200	Lot 20	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000210	Lot 21	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000220	Lot 22	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000230	Lot 23	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000240	Lot 24	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000250	Lot 25	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000260	Lot 26	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000270	Lot 27	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000280	Lot 28	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000290	Lot 29	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000300	Lot 30	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000310	Lot 31	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000320	Lot 32	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000330	Lot 33	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000340	Lot 34	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000350	Lot 35	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000360	Lot 36	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000370	Lot 37	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000380	Lot 38	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000390	Lot 39	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000400	Lot 40	1	\$806.45	\$1,303.76	\$2,110.21

Parcel IDs	Lot #	Units	O&M	Debt	Total
26-27-30-496752-000410	Lot 41	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000420	Lot 42	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000430	Lot 43	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000440	Lot 44	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000450	Lot 45	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000460	Lot 46	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000470	Lot 47	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000480	Lot 48	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000490	Lot 49	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000500	Lot 50	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000510	Lot 51	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000520	Lot 52	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000530	Lot 53	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000540	Lot 54	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000550	Lot 55	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000560	Lot 56	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000570	Lot 57	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000580	Lot 58	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000590	Lot 59	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000600	Lot 60	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000610	Lot 61	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000620	Lot 62	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000630	Lot 63	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000640	Lot 64	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000650	Lot 65	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000660	Lot 66	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000670	Lot 67	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000680	Lot 68	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000690	Lot 69	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000700	Lot 70	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000710	Lot 71	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000720	Lot 72	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000730	Lot 73	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000740	Lot 74	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000750	Lot 75	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000760	Lot 76	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000770	Lot 77	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000780	Lot 78	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000790	Lot 79	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000800	Lot 80	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000810	Lot 81	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000820	Lot 82	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000830	Lot 83	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000840	Lot 84	1	\$806.45	\$1,303.76	\$2,110.21

Parcel IDs	Lot #	Units	O&M	Debt	Total
26-27-30-496752-000850	Lot 85	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000860	Lot 86	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000870	Lot 87	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000880	Lot 88	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000890	Lot 89	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000900	Lot 90	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000910	Lot 91	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000920	Lot 92	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000930	Lot 93	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000940	Lot 94	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000950	Lot 95	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000960	Lot 96	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000970	Lot 97	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000980	Lot 98	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-000990	Lot 99	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001000	Lot 100	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001010	Lot 101	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001020	Lot 102	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001030	Lot 103	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001040	Lot 104	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001050	Lot 105	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001060	Lot 106	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001070	Lot 107	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001080	Lot 108	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001090	Lot 109	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001100	Lot 110	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001110	Lot 111	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001120	Lot 112	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001130	Lot 113	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001140	Lot 114	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001150	Lot 115	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001160	Lot 116	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001170	Lot 117	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001180	Lot 118	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001190	Lot 119	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001200	Lot 120	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001210	Lot 121	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001220	Lot 122	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001230	Lot 123	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001240	Lot 124	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001250	Lot 125	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001260	Lot 126	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001270	Lot 127	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001280	Lot 128	1	\$806.45	\$1,303.76	\$2,110.21

Parcel IDs	Lot #	Units	O&M	Debt	Total
26-27-30-496752-001290	Lot 129	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001300	Lot 130	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001310	Lot 131	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001320	Lot 132	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001330	Lot 133	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001340	Lot 134	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001350	Lot 135	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001360	Lot 136	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001370	Lot 137	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001380	Lot 138	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001390	Lot 139	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001400	Lot 140	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001410	Lot 141	1	\$806.45	\$1,303.76	\$2,110.21
26-27-30-496752-001420	Lot 142	1	\$806.45	\$1,303.76	\$2,110.21
Total Gross Assessments		142	\$114,515.90	\$185,133.92	\$299,649.82
Total Net Assessments			\$106,499.79	\$172,174.55	\$278,674.33

SECTION C

SECTION 1

**EDEN HILLS
COMMUNITY DEVELOPMENT DISTRICT**

**AMENDED AND RESTATED 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**

June 8, 2021

**EDEN HILLS
COMMUNITY DEVELOPMENT DISTRICT**

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EXHIBIT 2- Amended District Legal Description

EXHIBIT 3- District Boundary Map

EXHIBIT 4- Existing Future Land Use Map

EXHIBIT 5- Existing Zoning Map

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EXHIBIT 7- Summary of Opinion of Probable Costs

EXHIBIT 8- Summary of Proposed District Facilities

EXHIBIT 9 – Master Plan

**AMENDED AND RESTATED ENGINEER'S REPORT
EDEN HILLS
COMMUNITY DEVELOPMENT DISTRICT**

I. PURPOSE

The purpose of this Amended and Restated Engineer's Report is to provide engineering support for the expanded boundaries of the Eden Hills Community Development District ("CDD" or the "District"), as well as provide updates to the original phasing. This

Amended and Restated Engineer's Report supplements the Engineer's Report for Capital Improvements, dated March 4, 2020.

Phase 1 remains unchanged. The original CDD contemplated four phases of development consisting of approximately 370.91 acres. Due to changes in the development plan, the original Phase 2 has increased to 402 lots and is now referred to as Phase 2A. The original Phase 3 and Phase 4 will be constructed together as Phase 3 consisting of 551 lots. The recently expanded portion of the CDD known as Phase 2B consists of 70 single-family lots. The expanded CDD has a total of 1,165 single family lots and consist of approximately 396.65 acres.

II. INTRODUCTION

The Eden Hills Community Development District (the "District" or the "CDD") is north and south of Cass Road, and west of CR 557, within Lake Alfred, Florida (the "City"). The District currently contains approximately 396.65 acres. The District is expected to consist of 1,165 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 Lake Alfred City Commission ("City Commission") on October 21, 2019 and further amended by City Ordinance No. 1456-21 approved by the City Commission on June 16, 2021, expanding the district boundary. 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.

III. 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.

IV. THE DEVELOPMENT

The Development will consist of 1,168 single family homes and associated infrastructure (“Development”). The Development is a planned residential community located north and south of Cass Road, west of CR 557 within the City. The property in the City has a land use of Residential, CON (Conservation), and a zoning of PUD (Planned Unit Development), CN (Conservation) and VRN (Vintage Residential Neighborhood). The Development will be constructed in four (4) phases (Phase 1 – 142 lots, Phase 2A – 402, Phase 2B – 70 lots, Phase 3 – 551 lots,).

V. THE CAPITAL IMPROVEMENTS

The Capital Improvement Plan, (the “CIP”), consists of public infrastructure in Phases 1, 2A, 2B, and 3. 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.

VI. CAPITAL IMPROVEMENT PLAN COMPONENTS

The system of improvements comprising 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 2021; Phase 2A in 2022; Phase 2B in 2025, Phase 3 in 2024;. 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.

Public 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 buffer 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.

VII. 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 (142 Lots)

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	Approved
SWFWMD ERP	Approved
Construction Permits	Approved
Polk County Health Department Water	Approved
FDEP Sewer	Approved
FDEP NOI	Approved
ACOE	Not Applicable

PHASE 2A (402 Lots)

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	July 2021
SWFWMD ERP	June 2021
Construction Permits	July 2021
Polk County Health Department Water	July 2021
FDEP Sewer	July 2021
FDEP NOI	July 2021
ACOE	Not Applicable

PHASE 2B (70 Lots)

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	October 2021
SWFWMD ERP	October 2021
Construction Permits	October 2021
Polk County Health Department Water	October 2021
FDEP Sewer	October 2021
FDEP NOI	October 2021
ACOE	Not Applicable

PHASE 3 (551 Lots)

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	July 2022
SWFWMD ERP	October 2022
Construction Permits	October 2022
Polk County Health Department Water	October 2022
FDEP Sewer	October 2022
FDEP NOI	October 2022
ACOE	Not Applicable

VIII. 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.

IX. 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.

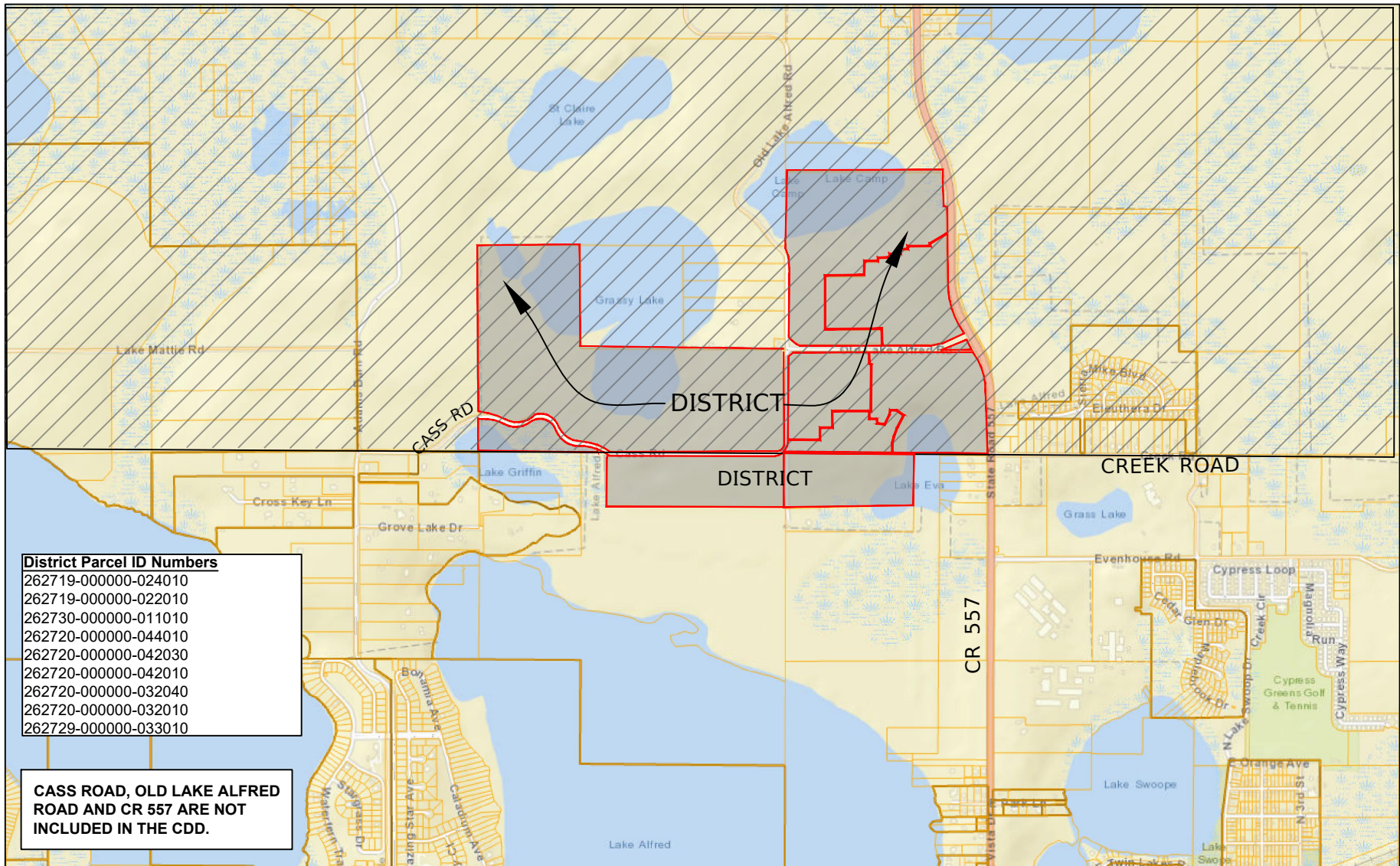
X. CONCLUSION

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


 NO
 SCALE

EDEN HILLS CDD LEGAL DESCRIPTION OF AMENDED DISTRICT

PARCEL 1

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

PARCEL 2

THE S ½ OF THE SW ¼ OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 26 EAST, LESS AND EXCEPT ALL ROADWAYS AND EASEMENTS OF RECORD OR IN USE, LYING AND BEING IN POLK COUNTY, FLORIDA.

PARCEL 3

COMMENCING AT THE SECTION POST AT THE NORTHEAST CORNER OF THE NE ¼ OF SECTION 30, TOWNSHIP 27 SOUTH, RANGE 26 EAST, RUNNING THENCE IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF SAID SECTION 2290 FEET; THENCE SOUTH 685 FEET; THENCE IN AN EASTERLY DIRECTION PARALLEL TO THE NORTH LINE OF SAID SECTION TO THE EAST LINE OF SAID SECTION AND THENCE IN A NORTHERLY DIRECTION TO THE PLACE OF BEGINNING, LESS ROAD RIGHT OF WAY OF CASS ROAD.

PARCEL 4

THE SOUTH 945 FEET OF THE NW ¼ AND THE N ½ OF THE SW ¼ OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 26 EAST, LESS AND EXCEPT A PARCEL OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 341 FEET NORTH OF THE SOUTHEAST CORNER OF THE N ½ OF THE SW ¼, RUN THENCE NORTH ALONG THE HALF SECTION LINE A DISTANCE OF 1929 FEET TO THE NORTH BOUNDARY OF THE ABOVE DESCRIBED PROPERTY, RUN THENCE WEST A DISTANCE OF 562.3 FEET, RUN THENCE SOUTH 16°15' EAST A DISTANCE OF 2009.3 FEET TO THE **POINT OF BEGINNING**.

LESS & EXCEPT THE FOLLOWING DESCRIBED PARCELS:

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

AND LESS & EXCEPT

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

AND LESS & EXCEPT

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



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EXHIBIT 2 EDEN HILLS CDD LEGAL DESCRIPTION OF AMENDED DISTRICT

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

PAGE 1 OF 6

THOSE PARTS MORE PARTICULARLY DESCRIBED AS:

PARCEL 1

BEGIN AT A 5/8" IRON ROD AND CAP "LB 5450" STANDING AT THE NORTHWEST CORNER OF THE EAST ½ OF THE SOUTHWEST ¼ OF ABOVE SAID SECTION 19, AND RUN THENCE ALONG THE NORTH LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 N-89°59'47"-E, 1321.68 FEET TO THE NORTHEAST CORNER OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19; THENCE ALONG THE EAST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 S-00°08'25"-E, 1323.96 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19; THENCE ALONG THE NORTH LINE OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 S-89°58'20"-E, 2637.88 FEET TO A 5/8" IRON ROD AND CAP "LB 5450" STANDING ON THE WESTERLY MAINTAINED RIGHT-OF-WAY LINE OF CASS ROAD ACCORDING TO MAP BOOK 14, PAGES 78 THROUGH 86 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWELVE (12) COURSES: 1) S-02°15'09"-W, 13.10 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) N-89°57'27"-W, 12.08 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 3) S-00°01'04"-E, 81.82 FEET; THENCE 4) N-87°37'47"-W, 0.97 FEET; THENCE 5) S-00°02'58"-W, 83.99 FEET; THENCE 6) S-00°14'03"-E, 282.24 FEET; THENCE 7) S-00°01'04"-E, 418.62 FEET; THENCE 8) S-00°34'59"-W, 258.08 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 9) S-05°24'19"-W, 43.23 FEET TO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE 10) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 246.83 FEET, A CENTRAL ANGLE/DELTA OF 14°54'25", A CHORD BEARING OF S-18°09'26"-W, A CHORD DISTANCE OF 64.04 FEET, FOR AN ARC LENGTH OF 64.22 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 11) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 213.59 FEET, A CENTRAL ANGLE/DELTA OF 16°06'05", A CHORD BEARING OF S-43°12'17"-W, A CHORD DISTANCE OF 59.83 FEET, FOR AN ARC LENGTH OF 60.02 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 12) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 150.45 FEET, A CENTRAL ANGLE/DELTA OF 07°22'46", A CHORD BEARING OF S-61°45'46"-W, A CHORD DISTANCE OF 19.36 FEET, FOR AN ARC LENGTH OF 19.38 FEET TO A 5/8" IRON ROD AND CAP STANDING ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID CASS ROAD; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING FORTY (40) COURSES: 1) S-88°38'37"-W, 153.54 FEET; THENCE 2) S-89°10'37"-W, 216.44 FEET; THENCE 3) S-89°17'23"-W, 188.18 FEET; THENCE 4) N-89°38'32"-W, 298.21 FEET; THENCE 5) N-89°53'42"-W, 234.77 FEET; THENCE 6) N-89°37'59"-W, 217.84 FEET; THENCE 7) S-89°30'50"-W, 250.08 FEET; THENCE 8) N-89°55'08"-W, 231.89 FEET; THENCE 9) N-89°49'48"-W, 270.34 FEET; THENCE 10) N-88°49'36"-W, 59.54 FEET; THENCE 11) N-80°07'52"-W, 37.96 FEET; THENCE 12) N-85°14'01"-W, 17.09 FEET; THENCE 13) N-70°59'02"-W, 18.15 FEET; THENCE 14) N-65°55'57"-W, 21.10 FEET; THENCE 15) N-67°05'59"-W, 98.72 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 16) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 523.28 FEET, A CENTRAL ANGLE/DELTA OF 13°50'09", A CHORD BEARING OF N-67°01'16"-W, A CHORD DISTANCE OF 126.06 FEET, FOR AN ARC LENGTH OF 126.36 FEET; THENCE 17) N-68°58'37"-W, 34.06 FEET; THENCE 18) S-89°31'05"-W, 19.75 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE 19) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 523.28 FEET, A CENTRAL ANGLE/DELTA OF 03°49'37", A CHORD BEARING OF N-81°39'02"-W, A CHORD DISTANCE OF 34.94 FEET, FOR AN ARC LENGTH OF 34.95 FEET; THENCE 20) S-89°14'01"-W, 66.62 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 21) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 260.64 FEET, A CENTRAL ANGLE/DELTA OF 26°43'30", A CHORD BEARING OF N-74°29'03"-W, A CHORD DISTANCE OF 120.47 FEET, FOR AN ARC LENGTH OF 121.57 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 22) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 242.45 FEET, A CENTRAL ANGLE/DELTA OF 34°55'23", A CHORD BEARING OF N-40°04'24"-W, A CHORD DISTANCE OF 145.50 FEET, FOR AN ARC LENGTH OF 147.78 FEET; THENCE 23) N-27°57'49"-W, 90.06 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 24) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 259.87 FEET, A CENTRAL ANGLE/DELTA OF 47°51'20", A CHORD BEARING OF N-54°10'27"-W, A CHORD DISTANCE OF 210.80 FEET, FOR AN ARC LENGTH OF 217.05 FEET; THENCE 25) N-65°06'24"-W, 17.01 FEET; THENCE 26) S-89°09'06"-W, 24.96 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE 27) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 241.94 FEET, A CENTRAL ANGLE/DELTA OF 13°31'58", A CHORD BEARING OF S-89°09'06"-W, A CHORD DISTANCE OF 57.01 FEET, FOR AN ARC LENGTH OF 57.14 FEET; THENCE 28) S-89°09'06"-W, 20.44 FEET; THENCE 29) S-75°16'11"-W, 14.14 FEET; THENCE 30) S-59°52'40"-W, 13.79 FEET TO A POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE 31) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 241.94 FEET, A CENTRAL ANGLE/DELTA OF 05°46'25", A CHORD BEARING OF S-68°16'47"-W, A CHORD DISTANCE OF 24.37 FEET, FOR AN ARC LENGTH OF 24.38 FEET; THENCE 32) S-63°03'02"-W, 85.21 FEET; THENCE 33) S-64°14'52"-W, 92.99 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 34) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 257.71 FEET, A CENTRAL ANGLE/DELTA OF 26°37'29", A CHORD BEARING OF S-86°10'03"-W, A CHORD DISTANCE OF 118.68 FEET, FOR AN



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

TOGETHER WITH

COMMENCE AT ABOVE DESIGNATED POINT "A", AND RUN THENCE ALONG THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 S-00°08'18"-E, 61.47 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" AND THE **POINT OF BEGINNING**; THENCE CONTINUE ALONG THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19, AND CONTINUING S-00°08'18"-E, 418.74 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 19; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 19 S-89°56'27"-E, 1602.13 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF CASS ROAD ACCORDING TO MAP BOOK 14, PAGES 78 THROUGH 86 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 19, AND ALONG SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWENTY (20) COURSES: 1) N-67°05'59"-W, 78.19 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 2) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 463.28 FEET, A CENTRAL ANGLE/Delta OF 23°26'52", A CHORD BEARING OF N-71°23'14"-W, A CHORD DISTANCE OF 188.27 FEET, FOR AN ARC LENGTH OF 189.59 FEET; THENCE 3) S-89°14'01"-W, 64.18 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 4) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 320.64 FEET, A CENTRAL ANGLE/Delta OF 27°20'48", A CHORD BEARING OF N-74°27'38"-W, A CHORD DISTANCE OF 151.59 FEET, FOR AN ARC LENGTH OF 153.04 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHEASTERLY; THENCE 5) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 302.45 FEET, A CENTRAL ANGLE/Delta OF 34°43'11", A CHORD BEARING OF N-40°31'56"-W, A CHORD DISTANCE OF 180.48 FEET, FOR AN ARC LENGTH OF 183.27 FEET; THENCE 6) N-27°57'49"-W, 86.13 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 7) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 199.87 FEET, A CENTRAL ANGLE/Delta OF 51°07'56", A CHORD BEARING OF N-56°07'58"-W, A CHORD DISTANCE OF 172.51 FEET, FOR AN ARC LENGTH OF 178.37 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHERLY; THENCE 8) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 181.94 FEET, A CENTRAL ANGLE/Delta OF 37°08'54", A CHORD BEARING OF S-84°19'33"-W, A CHORD DISTANCE OF 115.91 FEET, FOR AN ARC LENGTH OF 117.96 FEET; THENCE 9) S-63°03'02"-W, 84.53 FEET; THENCE 10) S-64°14'52"-W, 97.90 FEET; THENCE 11) S-72°58'21"-W, 10.80 FEET; THENCE 12) S-58°07'54"-W, 3.99 FEET; THENCE 13) S-86°02'26"-W, 5.89 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 14) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 317.71 FEET, A CENTRAL ANGLE/Delta OF 25°07'59", A CHORD BEARING OF S-88°14'39"-W, A CHORD DISTANCE OF 138.25 FEET, FOR AN ARC LENGTH OF 139.37 FEET; THENCE 15) N-67°10'39"-W, 44.44 FEET; THENCE 16) N-66°54'31"-W, 67.99 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 17) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 415.61 FEET, A CENTRAL ANGLE/Delta OF 12°30'07", A CHORD BEARING OF N-68°52'12"-W, A CHORD DISTANCE OF 90.51 FEET, FOR AN ARC LENGTH OF 90.69 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHWESTERLY; THENCE 18) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 355.63 FEET, A CENTRAL ANGLE/Delta OF 14°15'17", A CHORD BEARING OF N-79°31'29"-W, A CHORD DISTANCE OF 88.25 FEET, FOR AN ARC DISTANCE OF 88.48 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHERLY; THENCE 19) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 740.61 FEET, A CENTRAL ANGLE/Delta OF 08°46'58", A CHORD BEARING OF S-87°01'04"-W, A CHORD DISTANCE OF 113.41 FEET, FOR AN ARC LENGTH OF 113.53 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHEASTERLY; THENCE 20) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 432.25 FEET, A CENTRAL ANGLE/Delta OF 02°17'57", A CHORD BEARING OF S-77°36'22"-W, A CHORD DISTANCE OF 17.34 FEET, FOR AN ARC LENGTH OF 17.35 FEET TO THE **POINT OF BEGINNING**.



PARCEL 2

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



PARCEL 3

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

PARCEL 4

BEGIN AT A 1" IRON PIPE WITH NO IDENTIFICATION STANDING AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 20, AND RUN THENCE ALONG THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 20 N-00°08'40"-W, 945.00 FEET TO THE NORTH LINE OF THE SOUTH 945 FEET OF THE NORTHWEST ¼ OF SAID SECTION 20; THENCE ALONG THE NORTH LINE OF THE SOUTH 945 FEET OF THE NORTHWEST ¼ OF SAID SECTION 20 N-89°56'41"-E, 1988.39 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 557 AS SHOWN ON THE STATE OF FLORIDA-STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 1629-PROJECT 5537, AND AS RECORDED IN OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NUMBER 557 THE FOLLOWING SIX (6) COURSES: 1) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1830.57 FEET, A CENTRAL ANGLE/DELTA OF 13°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";



EXHIBIT 2

EDEN HILLS CDD

LEGAL DESCRIPTION OF AMENDED DISTRICT

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.

AND

PARCEL 262729-000000-033010

COMMENCING AT THE SECTION POST AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 27 SOUTH, RANGE 26 EAST, RUNNING THENCE SOUTH 990 FEET; THENCE EAST 1650 FEET; THENCE NORTH TO THE NORTH LINE OF SAID SECTION AND THENCE WEST ALONG SECTION LINE TO THE PLACE OF BEGINNING, LESS AND EXCEPT THE FOLLOWING: COMMENCE AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, RUN THENCE SOUTH 00°07'20" WEST ALONG THE WEST BOUNDARY OF SAID SECTION 29, 700.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°07'20" WEST ALONG SAID WEST BOUNDARY OF SAID SECTION 27, 290.00 FEET; THENCE SOUTH 89°46'50" EAST, 1650.00 FEET; THENCE NORTH 00°07'20" EAST, 337.45 FEET; THENCE SOUTH 88°34'20" WEST, 1650.60 FEET TO THE POINT OF BEGINNING.

AMENDED DISTRICT CONTAINS 396.65 ACRES MORE OR LESS.



1925 BARTOW ROAD LAKELAND, FL 33801
OFFICE: (863) 940-2040 FAX: (863) 940-2044 CELL: (863) 662-0018
EMAIL: INFO@WOODCIVIL.COM

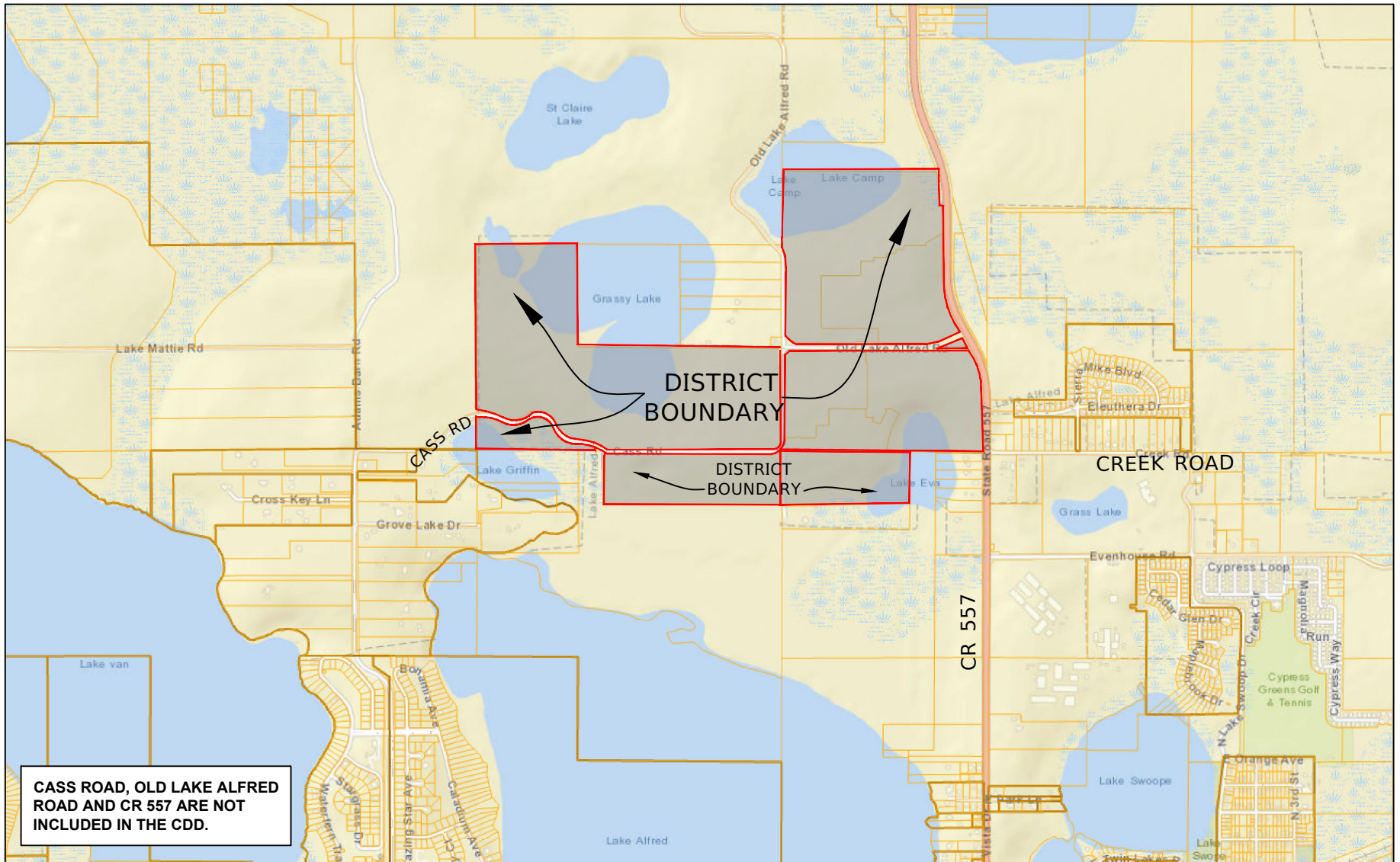
EXHIBIT 2

EDEN HILLS CDD

LEGAL DESCRIPTION OF AMENDED DISTRICT

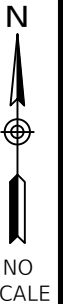
REVISION 1 7/24/19
REVISION 2 9/20/19

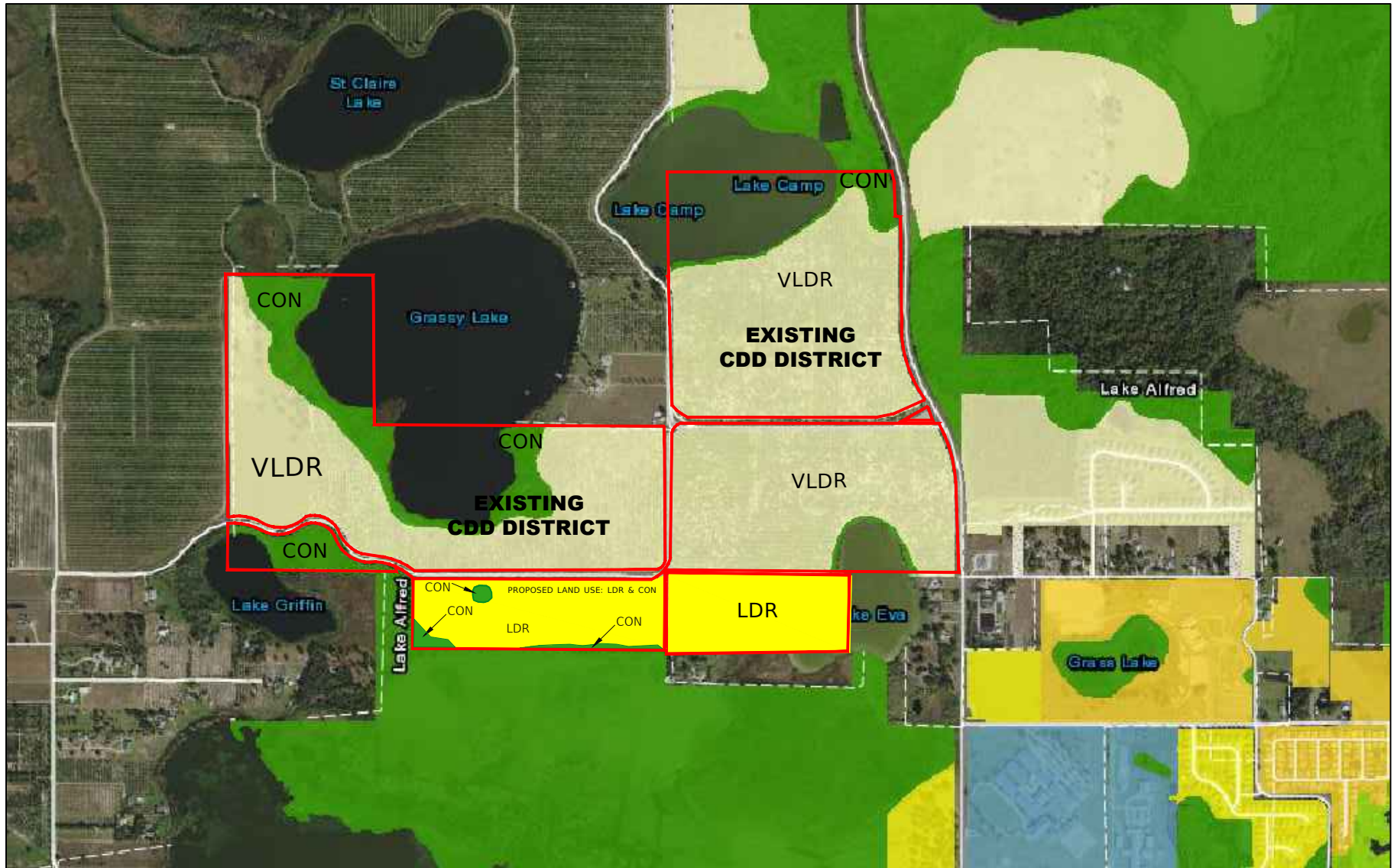
PAGE 6 OF 6



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EXHIBIT 3 EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT DISTRICT BOUNDARY MAP





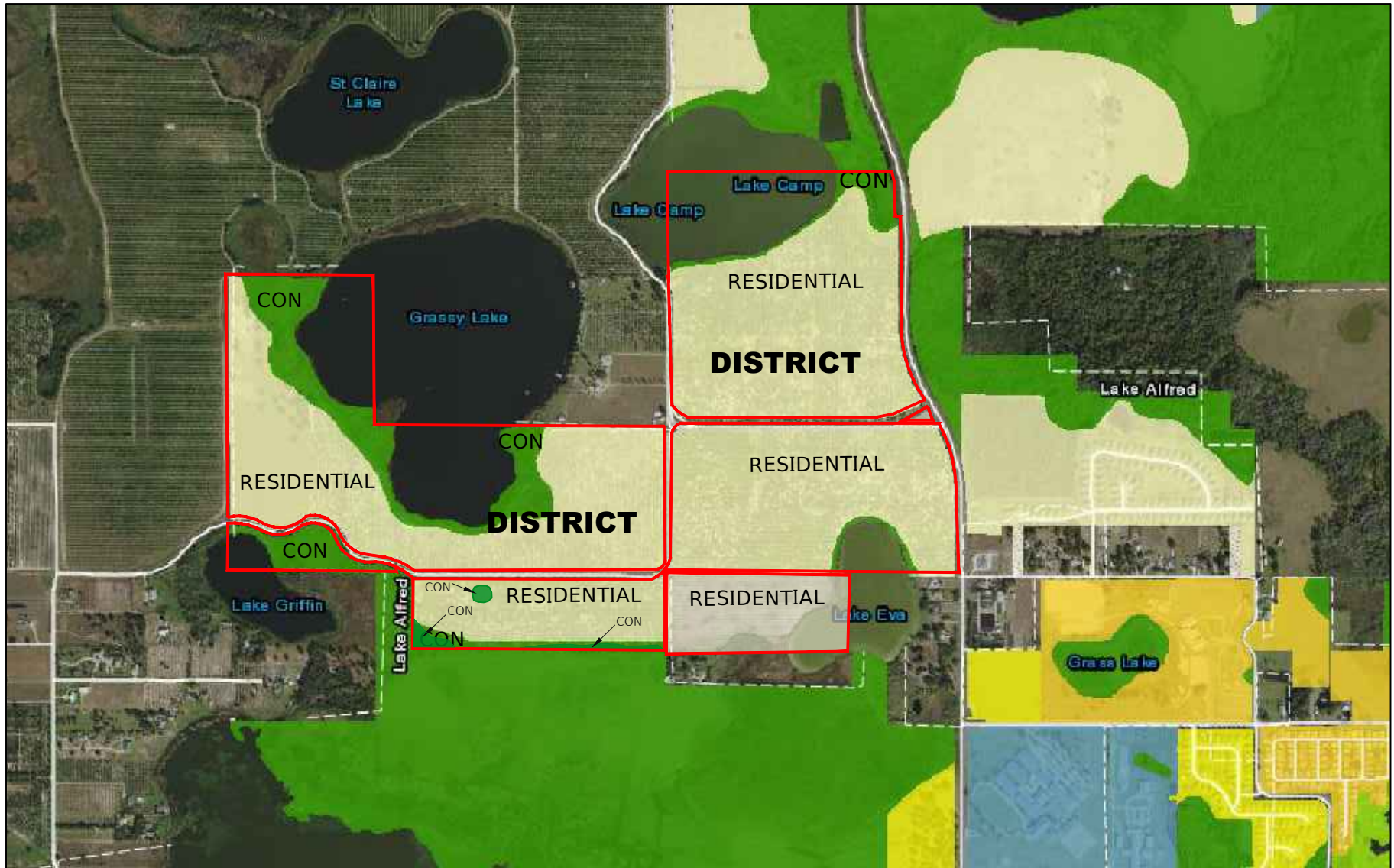
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LEGEND

- 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





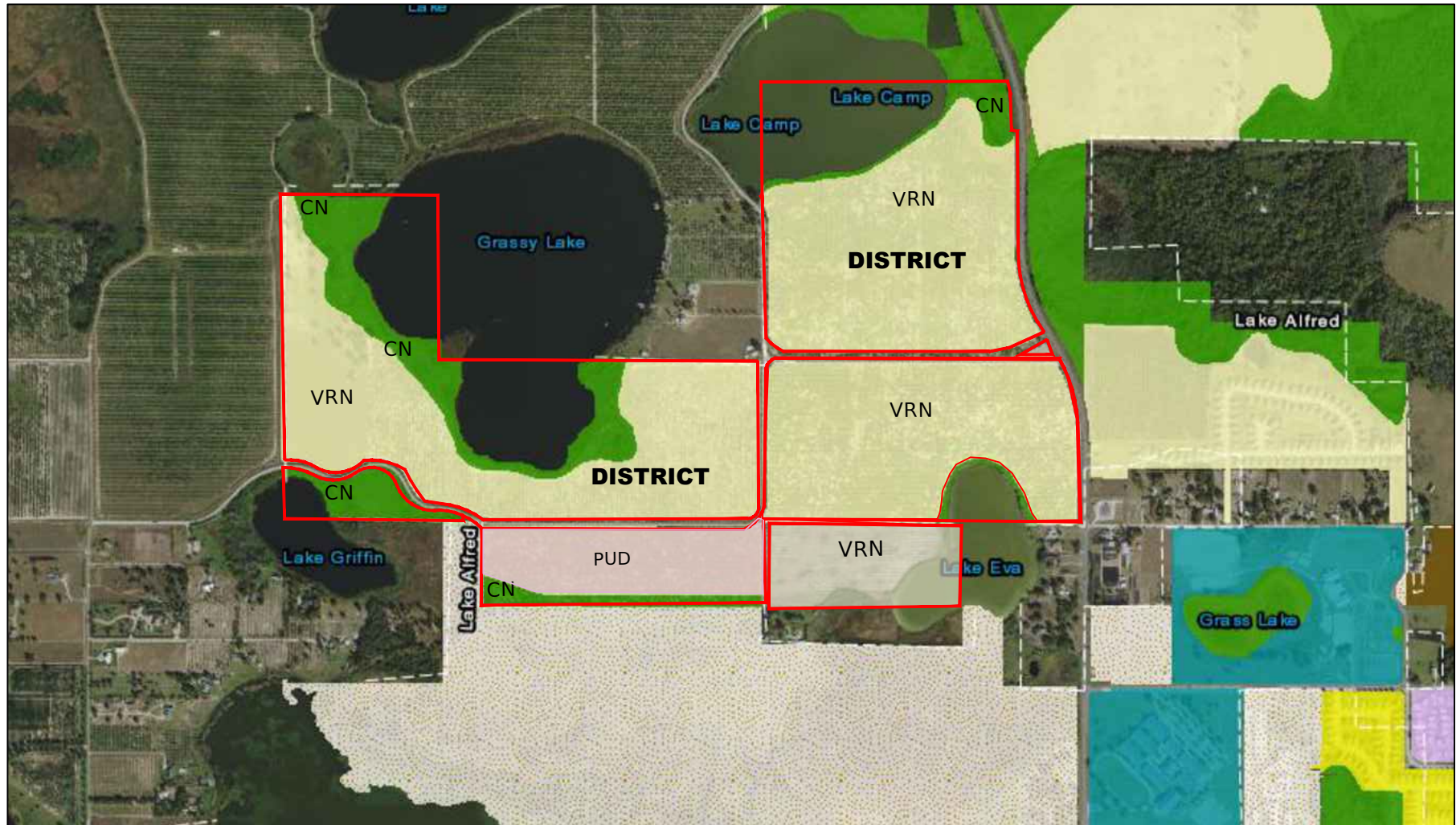
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 EMAIL: INFO@WOODCIVIL.COM

LEGEND

- CON - CONSERVATION
- RESIDENTIAL

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





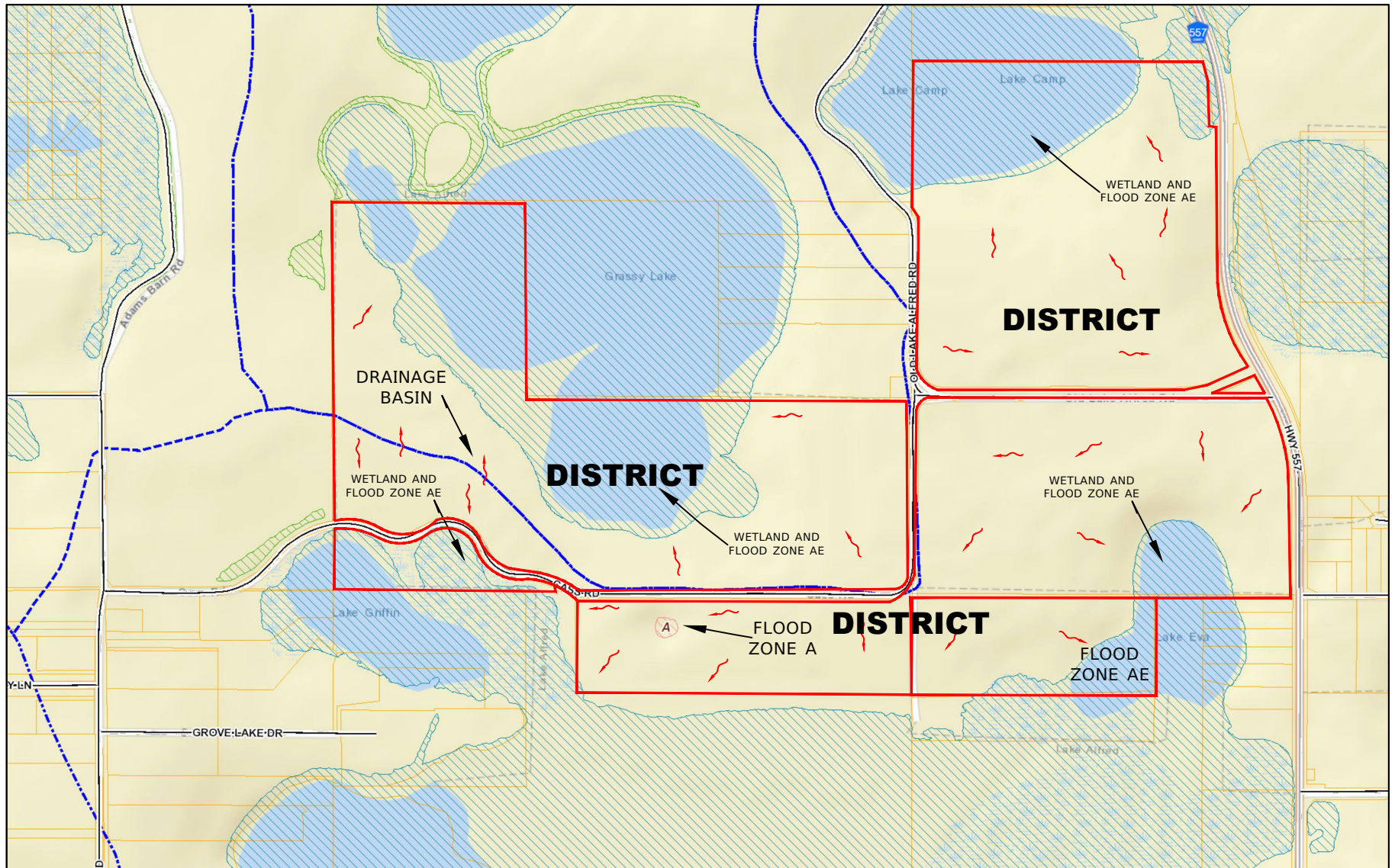
LEGEND

- CN - CONSERVATION (CITY OF LAKE ALFRED)
- PUD - PLANNED UNIT DEVELOPMENT (CITY OF LAKE ALFRED)
- VRN - VINTAGE RESIDENTIAL NEIGHBORHOOD (CITY OF LAKE ALFRED)

COMPOSITE EXHIBIT 5 EDEN HILLS CDD EXISTING ZONING MAP CITY OF LAKE ALFRED



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LEGEND

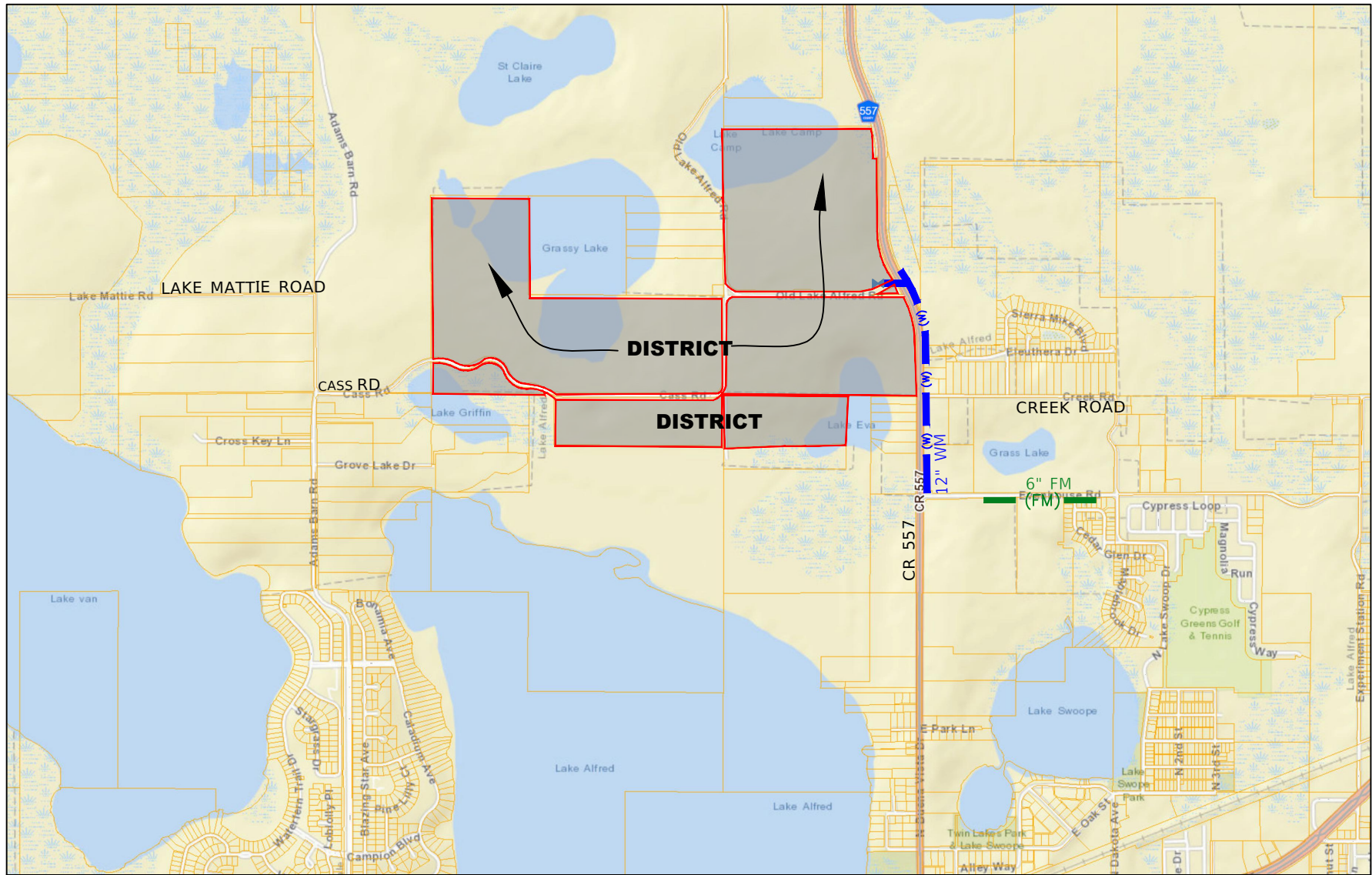
- ~ ~ ~ FLOW DIRECTION
- - - DRAINAGE BASIN

*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



NO
SCALE



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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



NO
SCALE

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

<u>Infrastructure</u> ⁽¹⁾⁽¹¹⁾	<u>Phase 1 -Existing</u> <u>(142 Lots)</u> <u>2019-2023</u>	<u>Phase 2A - Existing</u> <u>(402 Lots)</u> <u>2021-2024</u>	<u>Phase 2B - Expansion</u> <u>(70 Lots)</u> <u>2021-2025</u>	<u>Phase 3-Existing</u> <u>(551 Lots)</u> <u>2021-2025</u>	<u>Total</u> <u>(1165 Lots)</u>
Offsite Improvements to County Road 557 ⁽⁵⁾⁽⁶⁾	40,000.000	140,000.000	30,000.00	190,000.00	400,000.00
Offsite Roadway Improvements to Old Lake Alfred Road, Cass Road, and Adams Barn Road	48,000.00	110,000.00	30,000.00	160,000.00	348,000.00
Stormwater Management ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾	1,300,000.00	2,000,000.00	370,000.00	2,700,000.00	6,370,000.00
Utilities (Water, Sewer, & Street Lighting) ⁽⁵⁾⁽⁶⁾ ⁽⁸⁾	680,000.00	4,265,000.00	800,000.00	5,800,000.00	11,545,000.00
Internal Roadways (not referenced above) ⁽⁴⁾⁽⁵⁾⁽⁶⁾⁽¹⁰⁾	480,000.00	1,700,000.00	310,000.00	2,300,000.00	4,790,000.00
Entry Feature ⁽⁶⁾⁽⁷⁾	130,000.00	300,000.00	65,000.00	400,000.00	895,000.00
Parks and Recreational Facilities ⁽⁶⁾	190,000.00	430,000.00	80,000.00	590,000.00	1,290,000.00
Contingency	<u>250,000.00</u>	<u>890,000.00</u>	<u>170,000.00</u>	<u>1,200,000.00</u>	<u>2,510,000.00</u>
TOTAL	\$3,118,000.00	\$9,835,000.00	\$1,855,000.00	\$13,340,000.00	\$28,148,000.00

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 and 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 2021 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and buffer 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 1165 lots.
10. Internal sidewalks shall be constructed along common areas only.
11. The improvements will be on land that upon acquisition of the improvement by the District, is owned by, or subject to a permanent easement in favor of, the district or another governmental entity.

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	City of Lake Alfred
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

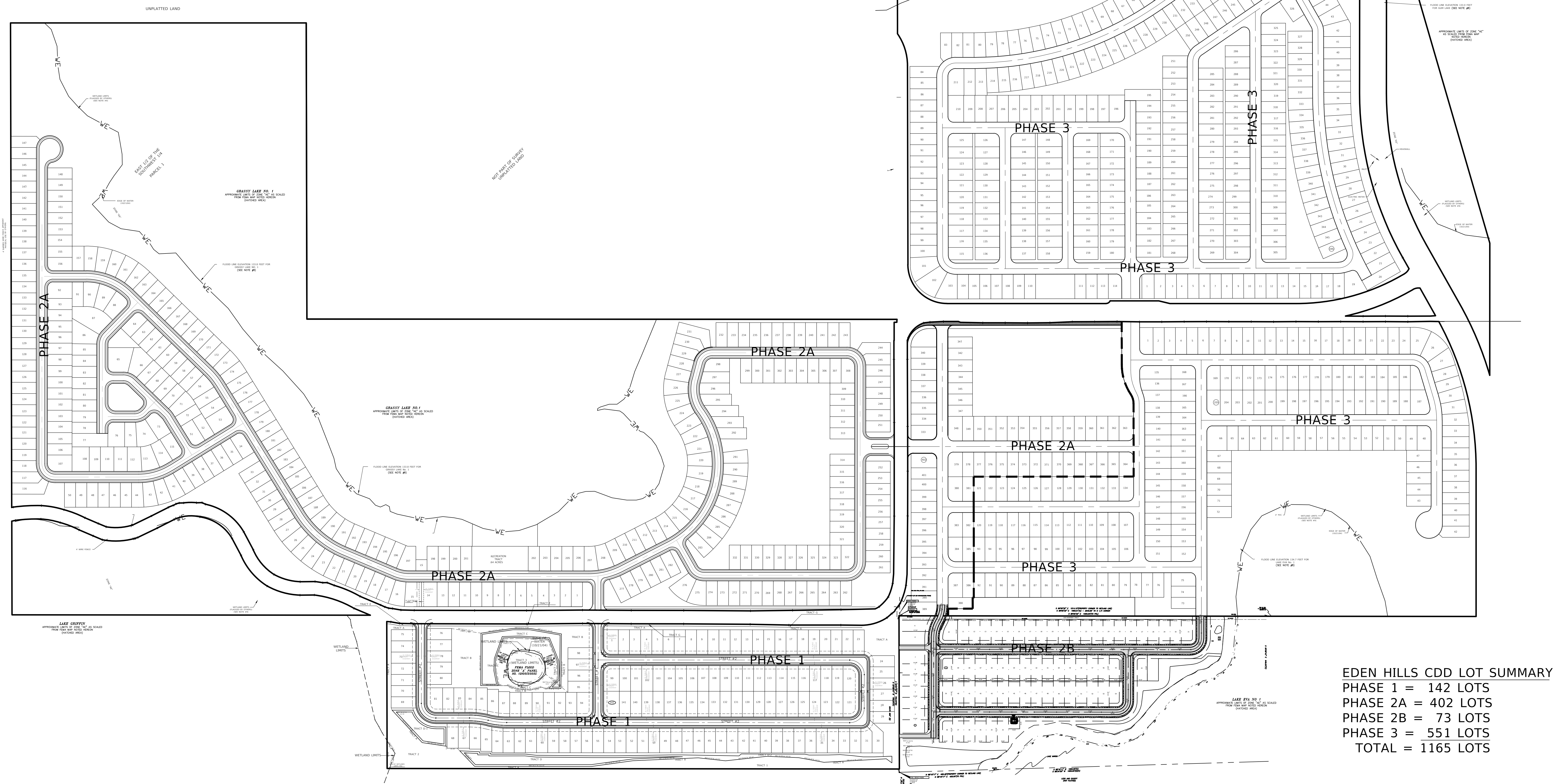
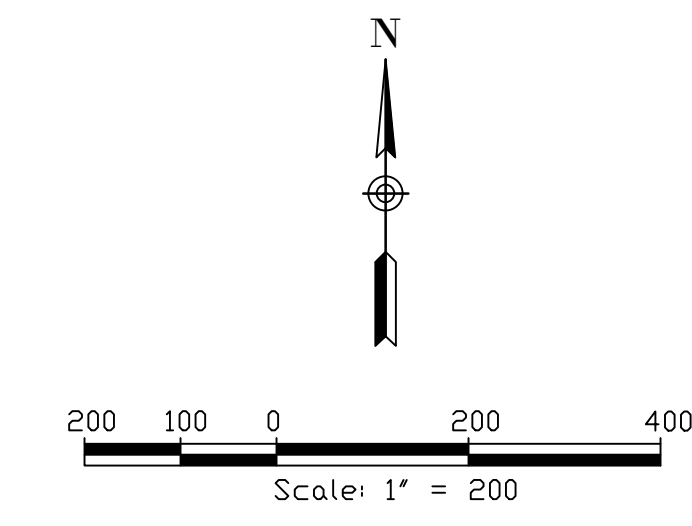
*Costs not funded by bonds will be funded by the developer.

** 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.

EDEN HILLS CDD MASTER PLAN EXHIBIT 9



EDEN HILLS CDD LOT SUMMARY

PHASE 1	=	142	LOTS
PHASE 2A	=	402	LOTS
PHASE 2B	=	73	LOTS
PHASE 3	=	551	LOTS
TOTAL	=	1165	LOTS

SECTION 2

**AMENDED AND RESTATED MASTER
ASSESSMENT METHODOLOGY

FOR

EDEN HILLS
COMMUNITY DEVELOPMENT DISTRICT**

Date: August 11, 2021

Prepared by

**Governmental Management Services – Central Florida, LLC
135 W. Central Blvd, Suite 320
Orlando, FL 32801**

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GMS-CF, LLC does not represent the Eden Hills Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Eden Hills Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

The Eden Hills Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District anticipates the issuance at this time of not to exceed \$36,400,000 of tax exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements (“Capital Improvement Plan”) within the District more specifically described in the Amended and Restated Engineer’s Report dated June 8, 2021 prepared by Wood & Associates Engineering LLC , as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of all or a portion of the Capital Improvements or Capital Improvement Plan (“Capital Improvements”) that benefit property owners within the District.

1.1 Purpose

The Board of Supervisors (“Board”) of the District previously approved the Master Assessment Methodology, dated November 1, 2019 (the “Master Report”). The Master Report established an assessment methodology the District Followed to allocate debt assessments to properties within the District benefitting from the District’s CIP. Such assessments secure repayment of the Bonds. The District also previously adopted as a supplement to the Master Report, at the time of the issuance of the District’s \$2,950,000 Capital Improvement Revenue Bonds, Series 2020 (“Series 2020 Bonds”), Supplemental Assessment Methodology report dated November 13, 2020 (“Series 2020 Supplemental Report”). The Series 2020 Bonds remain unchanged by this report. The Series 2020 Supplemental Report applied the methodology to the details of the Series 2020 Bonds to allocate debt assessments (“Series 2020 Assessments”) to properties within the District to secure the repayment of the Series 2020 Bonds.

The methodology established by the Master Report allocated debt assessments to planned future units of residential product types. Since adoption of the Master Report, there have been expansions to add new parcels within the District, such that not all of the assumed planned lots found in the Master Report represent the development planned for the District and so must be revised. Specifically, the revised development has Phase 3 with 551 lots and Phase 2B as the expanded portion with 70 lots, as indicated in the Engineers Report.

This Amended and Restated Master Assessment Methodology amends and restates the original approved Master Report (collectively, the “Assessment Report”) provides for an updated assessment methodology that reflects the additional parcels and planned lots.

This Assessment Report continues to allocate the debt to properties based on the special benefits each receives from the Capital Improvements. This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Capital Improvements. This Assessment Report is designed to

conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments ("Special Assessments") on the benefited lands within the District based on this Assessment Report. It is anticipated that all of the proposed Special Assessments will be collected through the Uniform Method of Collection described in Section 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner's association, or any other unit of government.

1.2 Background

The District currently includes approximately 396.65 acres in the City of Lake Alfred within Polk County, Florida. The development program for the District currently envisions approximately 1,168 residential units. The proposed development program is depicted in Table 1. It is recognized that such development plan may change, and this Assessment Report will be modified or supplemented accordingly.

The Capital Improvements contemplated by the District in the Capital Improvement Plan will provide facilities that benefit certain property within the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the Capital Improvements.
2. The District Engineer determines the assessable acres that benefit from the District's Capital Improvements.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the Capital Improvements.
4. This amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number and type of platted units.

1.3 Special Benefits and General Benefits

Capital Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property

within the District. The implementation of the Capital Improvement Plan enables properties within the boundaries of the District to be developed. Without the District's Capital Improvement Plan, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

The general public and property owners outside of the District may benefit from the provision of the Capital Improvements. However, any such benefit will be incidental for the purpose of the Capital Improvement Plan, which is designed solely to meet the needs of property within the District. Properties outside of the District boundaries do not depend upon the District's Capital Improvements. The property owners within the District are therefore receiving special benefits not received by the general public and those outside the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the Capital Improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated or apportioned to the properties being assessed based on the special benefit such properties receive.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

1.5 Special Benefits Will Equal or Exceed the Costs Allocated

The special benefits provided to the property within the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Capital Improvement Plan that is necessary to support full development of property within the District will cost approximately \$28,148,000. The District's Underwriter projects that financing costs required to fund the Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be approximately \$36,400,000. Without the Capital Improvement Plan, the property within the District would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District anticipates issuing approximately \$36,400,000 in Bonds in one or more series to fund the District's entire Capital Improvement Plan, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$36,400,000 in debt to the properties within the District benefiting from the Capital Improvement Plan. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses and lot sizes in the development as identified by the Developer within the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Capital Improvements needed to support the development; these construction costs are outlined in Table 2. The Capital Improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$28,148,000. 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 \$36,400,000. Table 3 shows the breakdown of the Bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan for the District is completed. Until the platting process occurs, the Capital Improvements funded by District Bonds benefits all acres within the District.

The initial assessments will be levied on an equal basis to all gross acreage within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the District are benefiting from the Capital Improvements.

Once platting or the recording of a declaration of condominium of any portion of the District into individual lots or units ("Assigned Properties") has begun, the Special Assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the assigned properties within the District, which are the beneficiaries of the Capital Improvement Plan, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

2.3 Allocation of Benefit

The Capital Improvement Plan consists of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features and professional fees along with related incidental costs. There 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 Capital Improvements on a particular unit will exceed the cost that the unit will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed Capital Improvements will provide several types of systems, facilities and services for its residents. These include offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. The benefit from the Capital Improvements accrue in differing amounts and are somewhat dependent on the product type receiving the special benefits peculiar to that property type, which flow from the logical relationship of the Capital Improvements to the assigned properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the Capital Improvements actually provided.

For the provision of the Capital Improvement Plan, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual Special Assessment levied for the Capital Improvement as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Capital Improvement Plan is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). This is also shown on Table 7 depicting Allocation of Par Debt per Product Type.

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of Capital Improvement Plan have been apportioned to the property within the District according to reasonable estimates of the special and peculiar benefits provided consistent with the product type of assignable properties.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any Special Assessment more than the determined special benefit particular to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated assigned properties are built and sold as planned, and the entire proposed Capital Improvement Plan is constructed.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is approved, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein ("Assigned Property"). In addition, the District must also prevent any buildup of debt on property or land that could be fully conveyed and/or platted without all of the debt being allocated ("Unassigned Property"). To preclude this, when platting for 25%, 50%, 75% and 100% of the units planned for platting has occurred within the District, the District will determine the amount of anticipated Bond Special Assessment revenue that remains on the Unassigned Properties, taking into account the full development plan of the District. If the total anticipated Bond Special Assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of

the outstanding Bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

If a true-up payment is made less than 45 days prior to an interest payment date, the amount of accrued interest will be calculated to the next succeeding interest payment date.

4.0 Assessment Roll

The District will initially distribute the Special Assessments across the property within the District boundaries on a gross acreage basis. As Assigned Properties become known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan or product type changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are not finalized with certainty on any acre of land in the District prior to the time final Assigned Properties become known. The preliminary assessment roll is attached as Table 7.

TABLE 1
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Land Use	Total Assessable Units	ERUs per Unit (1)	Total ERUs
Single Family *	1,165	1.00	1,165
Total Units	1,165		1,165

(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
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Cost Estimate
Offsite Improvements - CR 557	\$400,000
Offsite Improvements - Old Lake Alfred Rd, Cass Rd, Adams Barn Rd	\$348,000
Stormwater Management	\$6,370,000
Utilities (Water, Sewer, & Street Lighting)	\$11,545,000
Roadway	\$4,790,000
Entry Feature	\$895,000
Parks and Amenities	\$1,290,000
Contingencies	\$2,510,000
	\$28,148,000

(1) A detailed description of these improvements is provided in the Amended and Restated Engineer's Report dated June 8, 2021.

TABLE 3
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Description	Total
Construction Funds	\$ 28,148,000
Debt Service Reserve	\$ 2,644,420
Capitalized Interest	\$ 4,368,000
Underwriters Discount	\$ 728,000
Cost of Issuance	\$ 220,000
Contingency	\$ 291,580
Par Amount*	\$ 36,400,000

Bond Assumptions:	
Interest Rate	6.00%
Amortization	30 years
Capitalized Interest	24 months
Debt Service Reserve	Max Annual
Underwriters Discount	2%

* Par amount is subject to change based on the actual terms at the sale of the bonds

TABLE 4
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF IMPROVEMENT COSTS
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Single Family	1,165	1	1,165	100.00%	\$ 28,148,000	\$24,161
Totals	1,165		1,165	100.00%	\$ 28,148,000	

* 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
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	Total Improvements		Allocation of Par		Par Debt Per Unit
		Costs Per Product	Type	Debt Per Product	Type	
Single Family	1,165	\$ 28,148,000	\$	\$ 36,400,000		\$31,245
Totals	1,165	\$ 28,148,000	\$	\$ 36,400,000		

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

TABLE 6
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Single Family	1,165	\$ 36,400,000	\$31,245	\$ 2,644,420	\$ 2,270	\$ 2,441
Totals	1,165	\$ 36,400,000		\$ 2,644,420		

(1) This amount includes collection fees and early payment discounts when collected on the Polk County Tax Bill

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

TABLE 7
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Owner	Property ID #'s*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Jack M. Berry Inc.	262719-000000-024010	9.80	\$92,042	\$ 902,015	\$ 65,530	\$ 70,463
Jack M. Berry Inc.	262719-000000-022010	145.55	\$92,042	\$ 13,396,768	\$ 973,261	\$ 1,046,517
Highland Sumner LLC	262730-000000-011010	33.85	\$92,042	\$ 3,115,635	\$ 226,347	\$ 243,384
Lucerne Park Investment, LLC	262720-000000-044010	22.67	\$92,042	\$ 2,086,601	\$ 151,589	\$ 162,999
Lucerne Park Investment, LLC	262720-000000-042030	12.35	\$92,042	\$ 1,136,723	\$ 82,582	\$ 88,798
Cassidy Holdings LLC	262720-000000-042010	40.89	\$92,042	\$ 3,763,613	\$ 273,422	\$ 294,003
Lucerne Park Investment, LLC	262720-000000-032040	66.72	\$92,042	\$ 6,141,068	\$ 446,142	\$ 479,722
Memos Florida LLC	262720-000000-032010	37.90	\$92,042	\$ 3,488,406	\$ 253,429	\$ 272,504
Tree O Groves	262729-000000-033010	25.74	\$92,042	\$ 2,369,171	\$ 172,118	\$ 185,073
Totals		395.47		\$ 36,400,000	\$ 2,644,420	\$ 2,843,462

(1) This amount includes 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Projected Bond Rate (%)	6.00%
Maximum Annual Debt Service	\$2,644,420

* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

EDEN HILLS CDD LEGAL DESCRIPTION OF AMENDED DISTRICT

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.



EXHIBIT 2 **EDEN HILLS CDD** **LEGAL DESCRIPTION OF AMENDED DISTRICT**

THOSE PARTS MORE PARTICULARLY DESCRIBED AS:

PARCEL 1

BEGIN AT A 5/8" IRON ROD AND CAP "LB 5450" STANDING AT THE NORTHWEST CORNER OF THE EAST ½ OF THE SOUTHWEST ¼ OF ABOVE SAID SECTION 19, AND RUN THENCE ALONG THE NORTH LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 N-89°59'47"-E, 1321.68 FEET TO THE NORTHEAST CORNER OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19; THENCE ALONG THE EAST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 S-00°08'25"-E, 1323.96 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19; THENCE ALONG THE NORTH LINE OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 S-89°58'20"-E, 2637.88 FEET TO A 5/8" IRON ROD AND CAP "LB 5450" STANDING ON THE WESTERLY MAINTAINED RIGHT-OF-WAY LINE OF CASS ROAD ACCORDING TO MAP BOOK 14, PAGES 78 THROUGH 86 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWELVE (12) COURSES: 1) S-02°15'09"-W, 13.10 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) N-89°57'27"-W, 12.08 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 3) S-00°01'04"-E, 81.82 FEET; THENCE 4) N-87°37'47"-W, 0.97 FEET; THENCE 5) S-00°02'58"-W, 83.99 FEET; THENCE 6) S-00°14'03"-E, 282.24 FEET; THENCE 7) S-00°01'04"-E, 418.62 FEET; THENCE 8) S-00°34'59"-W, 258.08 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 9) S-05°24'19"-W, 43.23 FEET TO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE 10) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 246.83 FEET, A CENTRAL ANGLE/Delta OF 14°54'25", A CHORD BEARING OF S-18°09'26"-W, A CHORD DISTANCE OF 64.04 FEET, FOR AN ARC LENGTH OF 64.22 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 11) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 213.59 FEET, A CENTRAL ANGLE/Delta OF 16°06'05", A CHORD BEARING OF S-43°12'17"-W, A CHORD DISTANCE OF 59.83 FEET, FOR AN ARC LENGTH OF 60.02 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 12) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 150.45 FEET, A CENTRAL ANGLE/Delta OF 07°22'46", A CHORD BEARING OF S-61°45'46"-W, A CHORD DISTANCE OF 19.36 FEET, FOR AN ARC LENGTH OF 19.38 FEET TO A 5/8" IRON ROD AND CAP STANDING ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID CASS ROAD; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING FORTY (40) COURSES: 1) S-88°38'37"-W, 153.54 FEET; THENCE 2) S-89°10'37"-W, 216.44 FEET; THENCE 3) S-89°17'23"-W, 188.18 FEET; THENCE 4) N-89°38'32"-W, 298.21 FEET; THENCE 5) N-89°53'42"-W, 234.77 FEET; THENCE 6) N-89°37'59"-W, 217.84 FEET; THENCE 7) S-89°30'50"-W, 250.08 FEET; THENCE 8) N-89°55'08"-W, 231.89 FEET; THENCE 9) N-89°49'48"-W, 270.34 FEET; THENCE 10) N-88°49'36"-W, 59.54 FEET; THENCE 11) N-80°07'52"-W, 37.96 FEET; THENCE 12) N-85°14'01"-W, 17.09 FEET; THENCE 13) N-70°59'02"-W, 18.15 FEET; THENCE 14) N-65°55'57"-W, 21.10 FEET; THENCE 15) N-67°05'59"-W, 98.72 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 16) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 523.28 FEET, A CENTRAL ANGLE/Delta OF 13°50'09", A CHORD BEARING OF N-67°01'16"-W, A CHORD DISTANCE OF 126.06 FEET, FOR AN ARC LENGTH OF 126.36 FEET; THENCE 17) N-68°58'37"-W, 34.06 FEET; THENCE 18) S-89°31'05"-W, 19.75 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE 19) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 523.28 FEET, A CENTRAL ANGLE/Delta OF 03°49'37", A CHORD BEARING OF N-81°39'02"-W, A CHORD DISTANCE OF 34.94 FEET, FOR AN ARC LENGTH OF 34.95 FEET; THENCE 20) S-89°14'01"-W, 66.62 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 21) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 260.64 FEET, A CENTRAL ANGLE/Delta OF 26°43'30", A CHORD BEARING OF N-74°29'03"-W, A CHORD DISTANCE OF 120.47 FEET, FOR AN ARC LENGTH OF 121.57 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 22) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 242.45 FEET, A CENTRAL ANGLE/Delta OF 34°55'23", A CHORD BEARING OF N-40°04'24"-W, A CHORD DISTANCE OF 145.50 FEET, FOR AN ARC LENGTH OF 147.78 FEET; THENCE 23) N-27°57'49"-W, 90.06 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 24) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 259.87 FEET, A CENTRAL ANGLE/Delta OF 47°51'20", A CHORD BEARING OF N-54°10'27"-W, A CHORD DISTANCE OF 210.80 FEET, FOR AN ARC LENGTH OF 217.05 FEET; THENCE 25) N-65°06'24"-W, 17.01 FEET; THENCE 26) S-89°09'06"-W, 24.96 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE 27) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 241.94 FEET, A CENTRAL ANGLE/Delta OF 13°31'58", A CHORD BEARING OF S-89°09'06"-W, A CHORD DISTANCE OF 57.01 FEET, FOR AN ARC LENGTH OF 57.14 FEET; THENCE 28) S-89°09'06"-W, 20.44 FEET; THENCE 29) S-75°16'11"-W, 14.14 FEET; THENCE 30) S-59°52'40"-W, 13.79 FEET TO A POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE 31) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 241.94 FEET, A CENTRAL ANGLE/Delta OF 05°46'25", A CHORD BEARING OF S-68°16'47"-W, A CHORD DISTANCE OF 24.37 FEET, FOR AN ARC LENGTH OF 24.38 FEET; THENCE 32) S-63°03'02"-W, 85.21 FEET; THENCE 33) S-64°14'52"-W, 92.99 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 34) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 257.71 FEET, A CENTRAL ANGLE/Delta OF 26°37'29", A CHORD BEARING OF S-86°10'03"-W, A CHORD DISTANCE OF 118.68 FEET, FOR AN



EXHIBIT 2

EDEN HILLS CDD

LEGAL DESCRIPTION OF AMENDED DISTRICT

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**.



EXHIBIT 2

EDEN HILLS CDD

LEGAL DESCRIPTION OF AMENDED DISTRICT

PARCEL 2

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



EXHIBIT 2 EDEN HILLS CDD LEGAL DESCRIPTION OF AMENDED DISTRICT

PARCEL 3

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

PARCEL 4

BEGIN AT A 1" IRON PIPE WITH NO IDENTIFICATION STANDING AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 20, AND RUN THENCE ALONG THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 20 N-00°08'40"-W, 945.00 FEET TO THE NORTH LINE OF THE SOUTH 945 FEET OF THE NORTHWEST ¼ OF SAID SECTION 20; THENCE ALONG THE NORTH LINE OF THE SOUTH 945 FEET OF THE NORTHWEST ¼ OF SAID SECTION 20 N-89°56'41"-E, 1988.39 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 557 AS SHOWN ON THE STATE OF FLORIDA-STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 1629-PROJECT 5537, AND AS RECORDED IN OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NUMBER 557 THE FOLLOWING SIX (6) COURSES: 1) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1830.57 FEET, A CENTRAL ANGLE/DELTA OF 13°13'14", A CHORD BEARING OF S-08°09'36"-E, A CHORD DISTANCE OF 421.46 FEET, FOR AN ARC LENGTH OF 422.39 FEET TO A 5/8" IRON ROD AND CAP "LB 5450"; THENCE 2) N-88°27'01"-E, 20.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE WESTERLY; THENCE 3) THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 1850.57 FEET, A CENTRAL ANGLE/DELTA OF 01°35'45", A CHORD BEARING OF S-00°45'06"-E, A CHORD DISTANCE OF 51.54 FEET, FOR AN ARC LENGTH OF 51.54 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 4) S-00°02'46"-W, 793.12 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE EASTERLY; THENCE 5) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1492.39 FEET, A CENTRAL ANGLE/DELTA OF 29°30'00", A CHORD BEARING OF S-14°42'14"-E, A CHORD DISTANCE OF 759.93 FEET, FOR AN ARC LENGTH OF 768.39 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 6) S-29°27'14"-E, 56.87 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF OLD LAKE ALFRED ROAD ACCORDING TO MAP BOOK 2, PAGES 323 THROUGH 327 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE DEPARTING THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NUMBER 557, AND ALONG THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD THE FOLLOWING NINE (9) COURSES: 1) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE/DELTA OF 36°52'12", A CHORD BEARING OF S-42°06'40"-W, A CHORD DISTANCE OF 31.62 FEET, FOR AN ARC LENGTH OF 32.18 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) S-60°32'46"-W, 20.14 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" HEREBY DESIGNATED POINT "B" TO BE USED HEREINAFTER, SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE 3) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE/DELTA OF 29°26'57", A CHORD BEARING OF S-75°16'15"-W, A CHORD DISTANCE OF 481.40 FEET, FOR AN ARC LENGTH OF 486.74 FEET TO A 5/8" IRON ROD AND CAP "LB 8126";



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EXHIBIT 2

EDEN HILLS CDD

LEGAL DESCRIPTION OF AMENDED DISTRICT

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.

AND

PARCEL 262729-000000-033010

COMMENCING AT THE SECTION POST AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 27 SOUTH, RANGE 26 EAST, RUNNING THENCE SOUTH 990 FEET; THENCE EAST 1650 FEET; THENCE NORTH TO THE NORTH LINE OF SAID SECTION AND THENCE WEST ALONG SECTION LINE TO THE PLACE OF BEGINNING, LESS AND EXCEPT THE FOLLOWING: COMMENCE AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, RUN THENCE SOUTH 00°07'20" WEST ALONG THE WEST BOUNDARY OF SAID SECTION 29, 700.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°07'20" WEST ALONG SAID WEST BOUNDARY OF SAID SECTION 27, 290.00 FEET; THENCE SOUTH 89°46'50" EAST, 1650.00 FEET; THENCE NORTH 00°07'20" EAST, 337.45 FEET; THENCE SOUTH 88°34'20" WEST, 1650.60 FEET TO THE POINT OF BEGINNING.

AMENDED DISTRICT CONTAINS 396.65 ACRES MORE OR LESS.



SECTION 3

RESOLUTION 2021-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT AMENDING AND SUPPLEMENTING RESOLUTION 2020-35; AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON THE PROPERTY SPECIALLY BENEFITED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190, AND 197, FLORIDA STATUTES; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN AMENDED ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Eden Hills Community Development District (the “**District**”) previously indicated its intention to construct certain types of public infrastructure improvements and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District including the Expansion Parcels, hereinafter defined; and

WHEREAS, the District Board of Supervisors (“**Board**”) noticed and conducted a public hearing pursuant to Chapters 170, 190, and 197, *Florida Statutes*, relating to the imposition, levy, collection, and enforcement of such assessments and now desires to adopt a resolution imposing and levying such assessments.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190, and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*.

SECTION 2. FINDINGS. The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under the pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct stormwater management facilities; roadways; water and wastewater facilities; off-site improvements (turn lanes); electrical utilities (street lighting); entry features and signage; parks and amenities, and other infrastructure projects and services necessitated by the development of, and serving lands within, the District (collectively, the “**Improvements**”), and evidenced its intent to defray the cost of such Improvements pursuant to Resolution Nos. 2020-25, 2020-34, 2020-35, 2021-01 (together, the “**Assessment Resolutions**”).

(c) On June 7, 2021, the City Commission of the City of Lake Alfred, Florida adopted Ordinance No. 1456-21, effective June 7, 2021 (the “**Expansion Ordinance**”), amending and supplementing Ordinance No. 1422-19, effective October 21, 2019 (“**Establishing Ordinance**” and together with the Expansion Ordinance, the “**Ordinance**”), amending the external boundaries of the District to include an additional 25.74 acres of land, more or less (the “**Expansion Parcels**”).

(d) The Board determined it is in the District’s best interest to revise the estimated costs of the Improvements and modify the development plan to incorporate additional improvements to serve lands currently within the District including the Expansion Parcels.

(e) As a result of the annexation of the Expansion Parcels, on July 8, 2021, the Board adopted Resolution 2021-09, approving the *Amended and Restated Engineer’s Report for Capital Improvements*, dated June 8, 2021 (the “**Engineer’s Report**”), which Engineer’s Report details the revised scope and cost of Improvements necessary to serve the lands located within the District, including the Expansion Parcels.

(f) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue special assessment bonds payable from such special assessments as provided in Chapters 170, 190, and 197, *Florida Statutes*.

(g) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the Improvements relative to the Expansion Parcels, the nature and location of which was initially described in Resolution 2021-09, and is described in the Engineer’s Report, attached as **Exhibit A** hereto; (ii) The plans and specifications for the Improvements are on file at the office of the District Manager c/o Governmental Management Services-Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (“**District Records Offices**”); (iii) the cost of such Improvements be assessed against the lands within the Expansion Parcels specially benefited by such Improvements; and (iv) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments.

(h) The provision of said Improvements, the levying of such Assessments (hereinafter defined) on the Expansion Parcels, and the sale and issuance of such bonds serves a proper, essential and valid public purpose and is in the best interests of the District, its landowners and residents.

(i) In order to provide funds with which to pay all or a portion of the costs of the Improvements which are to be assessed against the benefitted properties including the Expansion

Parcels, pending the collection of such Assessments, it is necessary for the District from time to time to sell and issue its bonds, in one or more series.

(j) By Resolution 2021-09, the Board determined to provide the Improvements and to defray the costs thereof by imposing Assessments on the Expansion Parcels and expressed an intention to issue bonds to provide a portion of the funds needed for the Improvements prior to the collection of such Assessments. Resolution 2021-09 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(k) As directed by Resolution 2021-09, said Resolution 2021-09 was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the Board.

(l) As directed by Resolution 2021-09, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(m) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2021-10, fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (1) the propriety and advisability of making the Improvements, (2) the cost thereof, (3) the manner of payment therefore, and (4) the amount thereof to be assessed against each specially benefited property or parcel including the Expansion Parcels, and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190, and 197, *Florida Statutes*.

(n) Notice of such public hearing was given by publication and also by mail as required by Section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the Board.

(o) On August 11, 2021, at the time and place specified in Resolution 2021-10, and the notice referred to in paragraph (n) above, the Board met as an Equalization Board, conducted such public hearing, and heard and considered all complaints and testimony as to the matters described in paragraph (m) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(p) Having considered the estimated costs of the Improvements, the estimated financing costs and all comments and evidence presented at such public hearing, the Board further finds and determines that:

- (i) the estimated costs of the Improvements are as specified in the Engineer's Report, which is hereby adopted, approved and confirmed, and that the amount of such costs is reasonable and proper; and
- (ii) it is reasonable, proper, just and right to assess the cost of such Improvements against the properties specially benefited thereby within the Expansion Parcels using the method determined by the Board set forth in the *Amended and Restated Master*

Assessment Methodology, dated August 11, 2021 (the “**Master Methodology**”), attached as **Exhibit B** hereto; and

- (iii) the Assessment Report is hereby approved, adopted and confirmed; and
- (iv) it is hereby declared that the Improvements will constitute a special benefit to all parcels of real property listed on said final assessment roll and that the benefit, in the case of each such parcel, will be equal to or in excess of the Assessments thereon when allocated as set forth in **Exhibit B**; and
- (v) that the costs of the Improvements are fairly and reasonably apportioned to the properties specifically benefitted as set forth in **Exhibit B**; and
- (vi) it is in the best interests of the District that the Assessments be paid and collected as herein provided; and
- (vii) it is reasonable, proper, just and right for the District to utilize the true-up mechanisms and calculations contained in the Assessment Report in order to ensure that all parcels of real property benefiting from the Improvements are assessed accordingly and that sufficient assessment receipts are being generated in order to pay the corresponding bond debt-service when due.

SECTION 3. AUTHORIZATION OF DISTRICT PROJECT. That construction of Improvements initially described in Resolution 2021-09, and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized, and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

SECTION 4. ESTIMATED COST OF IMPROVEMENTS. The total estimated costs of the Improvements and the costs to be paid by Assessments on all specially benefited property within the Expansion Parcels are set forth in **Exhibit A** and **Exhibit B**, respectively, hereto.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Assessments on the parcels within the Expansion Parcels specially benefited by the Improvements, all as specified in the final assessment roll set forth in **Exhibit B**, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution, these Assessments, as reflected in **Exhibit B** attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the “Improvement Lien Book.” The Assessment or assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles and claims. Prior to the issuance of any bonds, including refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make

any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of bonds, including refunding bonds, by the District would result in a decrease of the Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS. When the Improvements have both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a project funded by a particular series of bonds, the District shall credit to each Assessment the difference, if any, between the Assessment as hereby made, approved and confirmed and the proportionate part of the actual costs of the Improvements, as finally determined upon completion thereof, but in no event shall the final amount of any such special assessment exceed the amount of benefits originally assessed hereunder. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves, or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book.

SECTION 7. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.

(a) The Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. The Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Improvements and the adoption by the Board of a resolution accepting the Improvements complete, unless such option has been waived by the owner of the land subject to the Assessments; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. At any time, subsequent to thirty (30) days after the Improvements have been completed and a resolution accepting the Improvements has been adopted by the Board, the Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Assessments may prepay the entire remaining balance of the Assessments at any time, or a portion of the remaining balance of the Assessment one time if there is also paid, in addition to the prepaid principal balance of the Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day (45) period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Assessments authorized by

Sections 197.3632 and 197.3635, *Florida Statutes* (the “**Uniform Method**”). The District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*. Such Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law. The District may, in its sole discretion, collect Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law.

(c) For the period the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Polk County who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.

(a) Pursuant to the Assessment Report, attached hereto as **Exhibit B**, and any reports supplemental thereto, there may be required from time to time certain true-up payments. As parcels of land or lots are platted, the Assessments securing the bonds shall be allocated as set forth in such reports. In furtherance thereof, at such time as parcels or land or lots are platted, it shall be an express condition of the lien established by this Resolution that any and all initial plats of any portion of the lands within the District, as the District’s boundaries may be amended from time to time, shall be presented to the District Manager for review, approval and calculation of the percentage of acres and numbers of units which will be, after the plat, considered to be developed. No further action by the Board of Supervisors shall be required. The District’s review shall be limited solely to this function and the enforcement of the lien established by this Resolution. The District Manager shall cause the Assessments to be reallocated to the units being platted and the remaining property in accordance with such Assessment Report and supplemental assessment methodology report(s), as applicable, cause such reallocation to be recorded in the District’s Improvement Lien Book, and shall perform the true-up calculations described in **Exhibit B**, which process is incorporated herein as if fully set forth (the “True-Up Methodology”). Any resulting true-up payment shall become due and payable that tax year by the landowner(s) of record of the remaining unplatted property, in addition to the regular assessment installment payable with respect to such remaining unplatted acres.

(b) The District will take all necessary steps to ensure that true-up payments are made in a timely fashion to ensure its debt service obligations are met. The District shall record all true-up payments in its Improvement Lien Book.

(c) The foregoing is based on the District’s understanding with the landowner and primary developer of the lands within the Expansion Parcels, that it intends to develop the unit numbers and types shown in **Exhibit B**, on the net developable acres within the Expansion Parcels and is intended to provide a formula to ensure that the appropriate ratio of the Assessments to gross acres is maintained if fewer units are developed. However, no action by the District prohibits more than the maximum units shown in **Exhibit B** from being developed relative to the Expansion

Parcels. In no event shall the District collect Assessments pursuant to this Resolution in excess of the total debt service related to the Improvements, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the True-Up Methodology to any assessment reallocation pursuant to this paragraph would result in Assessments collected in excess of the District's total debt service obligation for the Improvements, the Board shall by resolution take appropriate action to equitably reallocate the Assessments. Further, upon the District's review of the final plat for the developable acres within the Expansion Parcels, any unallocated Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

(d) The application of the monies received from true-up payments or Assessments to the actual debt service obligations of the District, whether long term or short term, shall be set forth in the supplemental assessment resolution adopted for each series of bonds actually issued. Such subsequent resolution shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution.

SECTION 9. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE AND FEDERAL GOVERNMENT. Property owned by units of local, state and federal government shall not be subject to the Assessments without specific consent thereto. If at any time, any real property on which Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state or federal government (without consent of such governmental unit to the imposition of Assessments thereon), all future unpaid Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

SECTION 10. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record an Amended Notice of Assessments in the Official Records of Polk County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

SECTION 11. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 12. CONFLICTS. This Resolution is intended to amend and supplement the Assessment Resolutions relating to the District's levy of special assessments on the lands within the boundaries of the District benefitting from the public infrastructure improvements set forth in the Engineer's Report. As such, all such prior resolutions, including but not limited to the Assessment Resolutions, remain in full force and effect, except to the extent provided for herein.

SECTION 13. EFFECTIVE DATE. This Resolution shall become effective upon its

adoption.

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APPROVED AND ADOPTED this 11th day of August 2021.

ATTEST:

**EDEN HILLS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: *Amended and Restated Engineer's Report for Capital Improvements*, dated June 8, 2021

Exhibit B: *Amended and Restated Master Assessment Methodology*, dated August 11, 2021

**EDEN HILLS
COMMUNITY DEVELOPMENT DISTRICT**

**AMENDED AND RESTATED 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**

June 8, 2021

**EDEN HILLS
COMMUNITY DEVELOPMENT DISTRICT**

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EXHIBIT 2- Amended District Legal Description

EXHIBIT 3- District Boundary Map

EXHIBIT 4- Existing Future Land Use Map

EXHIBIT 5- Existing 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

EXHIBIT 9 – Master Plan

**AMENDED AND RESTATED ENGINEER'S REPORT
EDEN HILLS
COMMUNITY DEVELOPMENT DISTRICT**

I. PURPOSE

The purpose of this Amended and Restated Engineer's Report is to provide engineering support for the expanded boundaries of the Eden Hills Community Development District ("CDD" or the "District"), as well as provide updates to the original phasing. This

Amended and Restated Engineer's Report supplements the Engineer's Report for Capital Improvements, dated March 4, 2020.

Phase 1 remains unchanged. The original CDD contemplated four phases of development consisting of approximately 370.91 acres. Due to changes in the development plan, the original Phase 2 has increased to 402 lots and is now referred to as Phase 2A. The original Phase 3 and Phase 4 will be constructed together as Phase 3 consisting of 551 lots. The recently expanded portion of the CDD known as Phase 2B consists of 70 single-family lots. The expanded CDD has a total of 1,165 single family lots and consist of approximately 396.65 acres.

II. INTRODUCTION

The Eden Hills Community Development District (the "District" or the "CDD") is north and south of Cass Road, and west of CR 557, within Lake Alfred, Florida (the "City"). The District currently contains approximately 396.65 acres. The District is expected to consist of 1,165 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 Lake Alfred City Commission ("City Commission") on October 21, 2019 and further amended by City Ordinance No. 1456-21 approved by the City Commission on June 16, 2021, expanding the district boundary. 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.

III. 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.

IV. THE DEVELOPMENT

The Development will consist of 1,168 single family homes and associated infrastructure (“Development”). The Development is a planned residential community located north and south of Cass Road, west of CR 557 within the City. The property in the City has a land use of Residential, CON (Conservation), and a zoning of PUD (Planned Unit Development), CN (Conservation) and VRN (Vintage Residential Neighborhood). The Development will be constructed in four (4) phases (Phase 1 – 142 lots, Phase 2A – 402, Phase 2B – 70 lots, Phase 3 – 551 lots,).

V. THE CAPITAL IMPROVEMENTS

The Capital Improvement Plan, (the “CIP”), consists of public infrastructure in Phases 1, 2A, 2B, and 3. 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.

VI. CAPITAL IMPROVEMENT PLAN COMPONENTS

The system of improvements comprising 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 2021; Phase 2A in 2022; Phase 2B in 2025, Phase 3 in 2024;. 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.

Public 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 buffer 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.

VII. 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 (142 Lots)

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	Approved
SWFWMD ERP	Approved
Construction Permits	Approved
Polk County Health Department Water	Approved
FDEP Sewer	Approved
FDEP NOI	Approved
ACOE	Not Applicable

PHASE 2A (402 Lots)

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	July 2021
SWFWMD ERP	June 2021
Construction Permits	July 2021
Polk County Health Department Water	July 2021
FDEP Sewer	July 2021
FDEP NOI	July 2021
ACOE	Not Applicable

PHASE 2B (70 Lots)

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	October 2021
SWFWMD ERP	October 2021
Construction Permits	October 2021
Polk County Health Department Water	October 2021
FDEP Sewer	October 2021
FDEP NOI	October 2021
ACOE	Not Applicable

PHASE 3 (551 Lots)

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	July 2022
SWFWMD ERP	October 2022
Construction Permits	October 2022
Polk County Health Department Water	October 2022
FDEP Sewer	October 2022
FDEP NOI	October 2022
ACOE	Not Applicable

VIII. 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.

IX. 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.

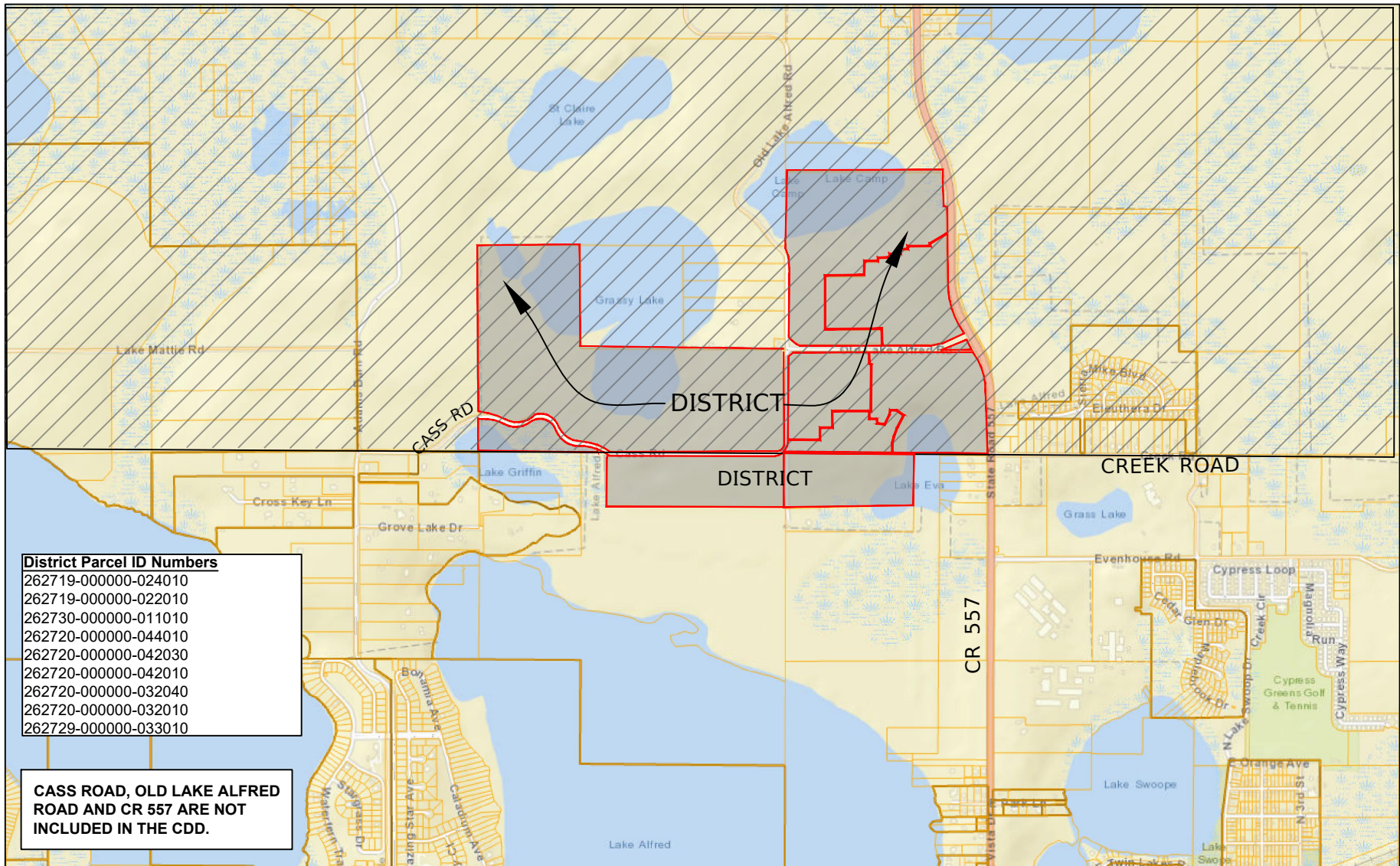
X. CONCLUSION

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.

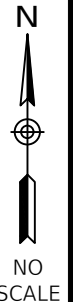


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EXHIBIT 1 EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT LOCATION MAP

LEGEND

 GREEN SWAMP CRITICAL
 AREA OF CONCERN

N

 NO
 SCALE

EDEN HILLS CDD LEGAL DESCRIPTION OF AMENDED DISTRICT

PARCEL 1

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

PARCEL 2

THE S ½ OF THE SW ¼ OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 26 EAST, LESS AND EXCEPT ALL ROADWAYS AND EASEMENTS OF RECORD OR IN USE, LYING AND BEING IN POLK COUNTY, FLORIDA.

PARCEL 3

COMMENCING AT THE SECTION POST AT THE NORTHEAST CORNER OF THE NE ¼ OF SECTION 30, TOWNSHIP 27 SOUTH, RANGE 26 EAST, RUNNING THENCE IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF SAID SECTION 2290 FEET; THENCE SOUTH 685 FEET; THENCE IN AN EASTERLY DIRECTION PARALLEL TO THE NORTH LINE OF SAID SECTION TO THE EAST LINE OF SAID SECTION AND THENCE IN A NORTHERLY DIRECTION TO THE PLACE OF BEGINNING, LESS ROAD RIGHT OF WAY OF CASS ROAD.

PARCEL 4

THE SOUTH 945 FEET OF THE NW ¼ AND THE N ½ OF THE SW ¼ OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 26 EAST, LESS AND EXCEPT A PARCEL OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 341 FEET NORTH OF THE SOUTHEAST CORNER OF THE N ½ OF THE SW ¼, RUN THENCE NORTH ALONG THE HALF SECTION LINE A DISTANCE OF 1929 FEET TO THE NORTH BOUNDARY OF THE ABOVE DESCRIBED PROPERTY, RUN THENCE WEST A DISTANCE OF 562.3 FEET, RUN THENCE SOUTH 16°15' EAST A DISTANCE OF 2009.3 FEET TO THE POINT OF BEGINNING.

LESS & EXCEPT THE FOLLOWING DESCRIBED PARCELS:

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

AND LESS & EXCEPT

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

AND LESS & EXCEPT

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



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EXHIBIT 2 EDEN HILLS CDD LEGAL DESCRIPTION OF AMENDED DISTRICT

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

PAGE 1 OF 6

THOSE PARTS MORE PARTICULARLY DESCRIBED AS:

PARCEL 1

BEGIN AT A 5/8" IRON ROD AND CAP "LB 5450" STANDING AT THE NORTHWEST CORNER OF THE EAST ½ OF THE SOUTHWEST ¼ OF ABOVE SAID SECTION 19, AND RUN THENCE ALONG THE NORTH LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 N-89°59'47"-E, 1321.68 FEET TO THE NORTHEAST CORNER OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19; THENCE ALONG THE EAST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 S-00°08'25"-E, 1323.96 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19; THENCE ALONG THE NORTH LINE OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 S-89°58'20"-E, 2637.88 FEET TO A 5/8" IRON ROD AND CAP "LB 5450" STANDING ON THE WESTERLY MAINTAINED RIGHT-OF-WAY LINE OF CASS ROAD ACCORDING TO MAP BOOK 14, PAGES 78 THROUGH 86 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWELVE (12) COURSES: 1) S-02°15'09"-W, 13.10 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) N-89°57'27"-W, 12.08 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 3) S-00°01'04"-E, 81.82 FEET; THENCE 4) N-87°37'47"-W, 0.97 FEET; THENCE 5) S-00°02'58"-W, 83.99 FEET; THENCE 6) S-00°14'03"-E, 282.24 FEET; THENCE 7) S-00°01'04"-E, 418.62 FEET; THENCE 8) S-00°34'59"-W, 258.08 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 9) S-05°24'19"-W, 43.23 FEET TO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE 10) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 246.83 FEET, A CENTRAL ANGLE/DELTA OF 14°54'25", A CHORD BEARING OF S-18°09'26"-W, A CHORD DISTANCE OF 64.04 FEET, FOR AN ARC LENGTH OF 64.22 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 11) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 213.59 FEET, A CENTRAL ANGLE/DELTA OF 16°06'05", A CHORD BEARING OF S-43°12'17"-W, A CHORD DISTANCE OF 59.83 FEET, FOR AN ARC LENGTH OF 60.02 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 12) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 150.45 FEET, A CENTRAL ANGLE/DELTA OF 07°22'46", A CHORD BEARING OF S-61°45'46"-W, A CHORD DISTANCE OF 19.36 FEET, FOR AN ARC LENGTH OF 19.38 FEET TO A 5/8" IRON ROD AND CAP STANDING ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID CASS ROAD; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING FORTY (40) COURSES: 1) S-88°38'37"-W, 153.54 FEET; THENCE 2) S-89°10'37"-W, 216.44 FEET; THENCE 3) S-89°17'23"-W, 188.18 FEET; THENCE 4) N-89°38'32"-W, 298.21 FEET; THENCE 5) N-89°53'42"-W, 234.77 FEET; THENCE 6) N-89°37'59"-W, 217.84 FEET; THENCE 7) S-89°30'50"-W, 250.08 FEET; THENCE 8) N-89°55'08"-W, 231.89 FEET; THENCE 9) N-89°49'48"-W, 270.34 FEET; THENCE 10) N-88°49'36"-W, 59.54 FEET; THENCE 11) N-80°07'52"-W, 37.96 FEET; THENCE 12) N-85°14'01"-W, 17.09 FEET; THENCE 13) N-70°59'02"-W, 18.15 FEET; THENCE 14) N-65°55'57"-W, 21.10 FEET; THENCE 15) N-67°05'59"-W, 98.72 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 16) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 523.28 FEET, A CENTRAL ANGLE/DELTA OF 13°50'09", A CHORD BEARING OF N-67°01'16"-W, A CHORD DISTANCE OF 126.06 FEET, FOR AN ARC LENGTH OF 126.36 FEET; THENCE 17) N-68°58'37"-W, 34.06 FEET; THENCE 18) S-89°31'05"-W, 19.75 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE 19) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 523.28 FEET, A CENTRAL ANGLE/DELTA OF 03°49'37", A CHORD BEARING OF N-81°39'02"-W, A CHORD DISTANCE OF 34.94 FEET, FOR AN ARC LENGTH OF 34.95 FEET; THENCE 20) S-89°14'01"-W, 66.62 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 21) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 260.64 FEET, A CENTRAL ANGLE/DELTA OF 26°43'30", A CHORD BEARING OF N-74°29'03"-W, A CHORD DISTANCE OF 120.47 FEET, FOR AN ARC LENGTH OF 121.57 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 22) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 242.45 FEET, A CENTRAL ANGLE/DELTA OF 34°55'23", A CHORD BEARING OF N-40°04'24"-W, A CHORD DISTANCE OF 145.50 FEET, FOR AN ARC LENGTH OF 147.78 FEET; THENCE 23) N-27°57'49"-W, 90.06 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 24) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 259.87 FEET, A CENTRAL ANGLE/DELTA OF 47°51'20", A CHORD BEARING OF N-54°10'27"-W, A CHORD DISTANCE OF 210.80 FEET, FOR AN ARC LENGTH OF 217.05 FEET; THENCE 25) N-65°06'24"-W, 17.01 FEET; THENCE 26) S-89°09'06"-W, 24.96 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE 27) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 241.94 FEET, A CENTRAL ANGLE/DELTA OF 13°31'58", A CHORD BEARING OF S-89°09'06"-W, A CHORD DISTANCE OF 57.01 FEET, FOR AN ARC LENGTH OF 57.14 FEET; THENCE 28) S-89°09'06"-W, 20.44 FEET; THENCE 29) S-75°16'11"-W, 14.14 FEET; THENCE 30) S-59°52'40"-W, 13.79 FEET TO A POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE 31) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 241.94 FEET, A CENTRAL ANGLE/DELTA OF 05°46'25", A CHORD BEARING OF S-68°16'47"-W, A CHORD DISTANCE OF 24.37 FEET, FOR AN ARC LENGTH OF 24.38 FEET; THENCE 32) S-63°03'02"-W, 85.21 FEET; THENCE 33) S-64°14'52"-W, 92.99 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 34) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 257.71 FEET, A CENTRAL ANGLE/DELTA OF 26°37'29", A CHORD BEARING OF S-86°10'03"-W, A CHORD DISTANCE OF 118.68 FEET, FOR AN



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**.



EXHIBIT 2

EDEN HILLS CDD

LEGAL DESCRIPTION OF AMENDED DISTRICT

PARCEL 2

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



PARCEL 3

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

PARCEL 4

BEGIN AT A 1" IRON PIPE WITH NO IDENTIFICATION STANDING AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 20, AND RUN THENCE ALONG THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 20 N-00°08'40"-W, 945.00 FEET TO THE NORTH LINE OF THE SOUTH 945 FEET OF THE NORTHWEST ¼ OF SAID SECTION 20; THENCE ALONG THE NORTH LINE OF THE SOUTH 945 FEET OF THE NORTHWEST ¼ OF SAID SECTION 20 N-89°56'41"-E, 1988.39 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 557 AS SHOWN ON THE STATE OF FLORIDA-STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 1629-PROJECT 5537, AND AS RECORDED IN OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NUMBER 557 THE FOLLOWING SIX (6) COURSES: 1) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1830.57 FEET, A CENTRAL ANGLE/DELTA OF 13°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";



EXHIBIT 2

EDEN HILLS CDD

LEGAL DESCRIPTION OF AMENDED DISTRICT

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.

AND

PARCEL 262729-000000-033010

COMMENCING AT THE SECTION POST AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 27 SOUTH, RANGE 26 EAST, RUNNING THENCE SOUTH 990 FEET; THENCE EAST 1650 FEET; THENCE NORTH TO THE NORTH LINE OF SAID SECTION AND THENCE WEST ALONG SECTION LINE TO THE PLACE OF BEGINNING, LESS AND EXCEPT THE FOLLOWING: COMMENCE AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, RUN THENCE SOUTH 00°07'20" WEST ALONG THE WEST BOUNDARY OF SAID SECTION 29, 700.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°07'20" WEST ALONG SAID WEST BOUNDARY OF SAID SECTION 27, 290.00 FEET; THENCE SOUTH 89°46'50" EAST, 1650.00 FEET; THENCE NORTH 00°07'20" EAST, 337.45 FEET; THENCE SOUTH 88°34'20" WEST, 1650.60 FEET TO THE POINT OF BEGINNING.

AMENDED DISTRICT CONTAINS 396.65 ACRES MORE OR LESS.

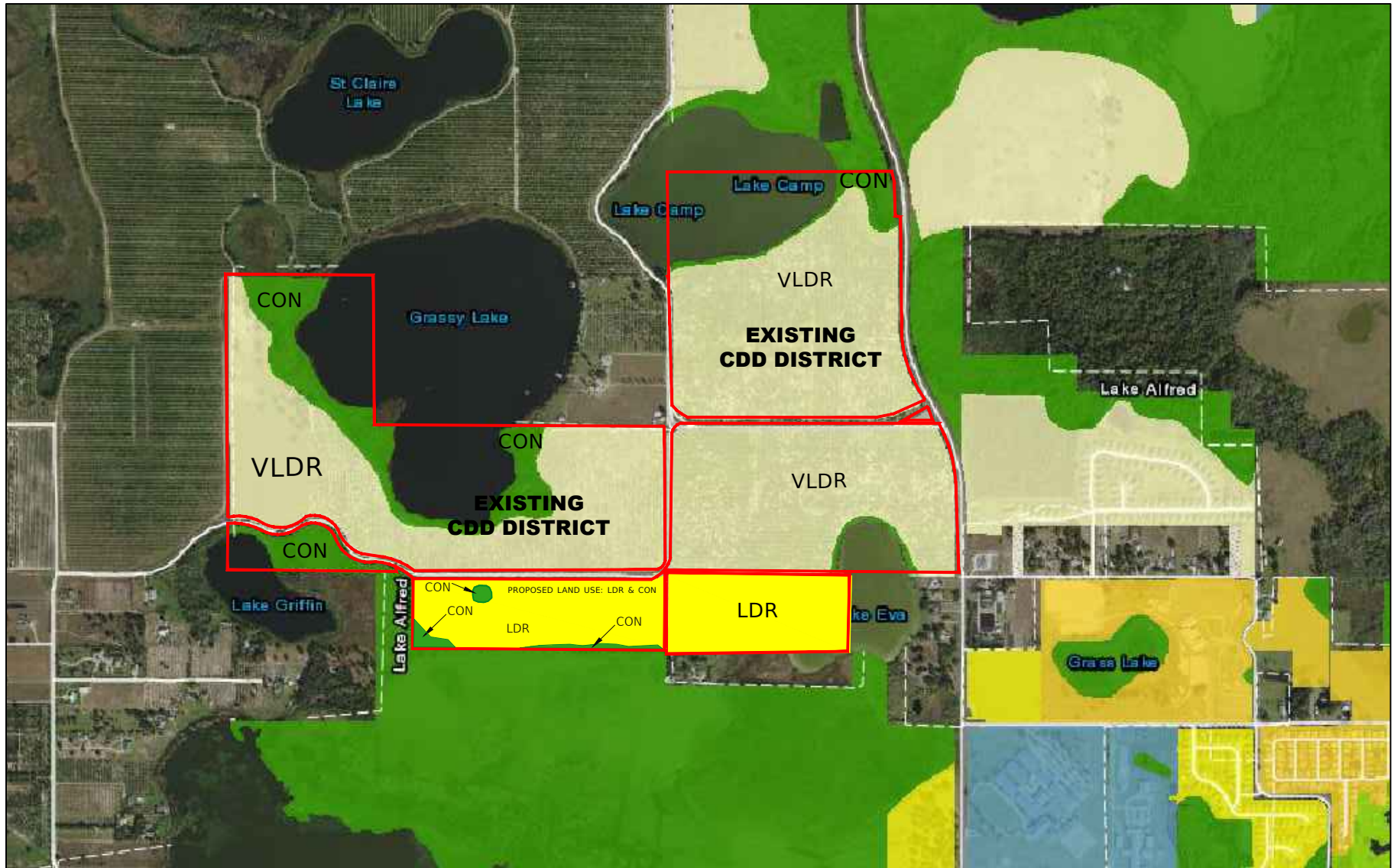


1925 BARTOW ROAD LAKELAND, FL 33801
OFFICE: (863) 940-2040 FAX: (863) 940-2044 CELL: (863) 662-0018
EMAIL: INFO@WOODCIVIL.COM

EXHIBIT 2 EDEN HILLS CDD LEGAL DESCRIPTION OF AMENDED DISTRICT

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

PAGE 6 OF 6



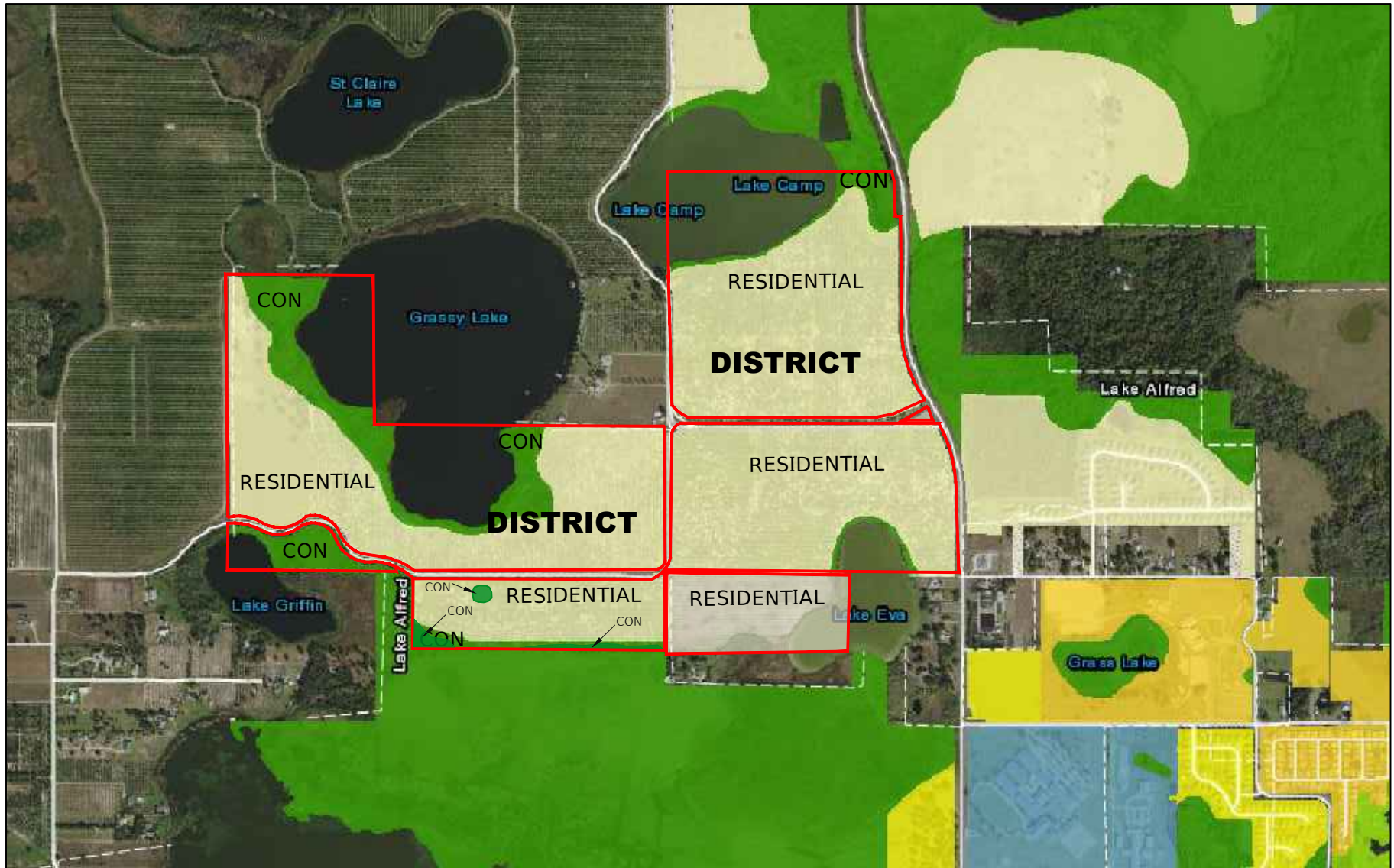
1925 BARTOW ROAD LAKELAND, FL 33801
 OFFICE: (863) 940-2040 FAX: (863) 940-2044 CELL: (863) 662-0018
 EMAIL: INFO@WOODCIVIL.COM

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





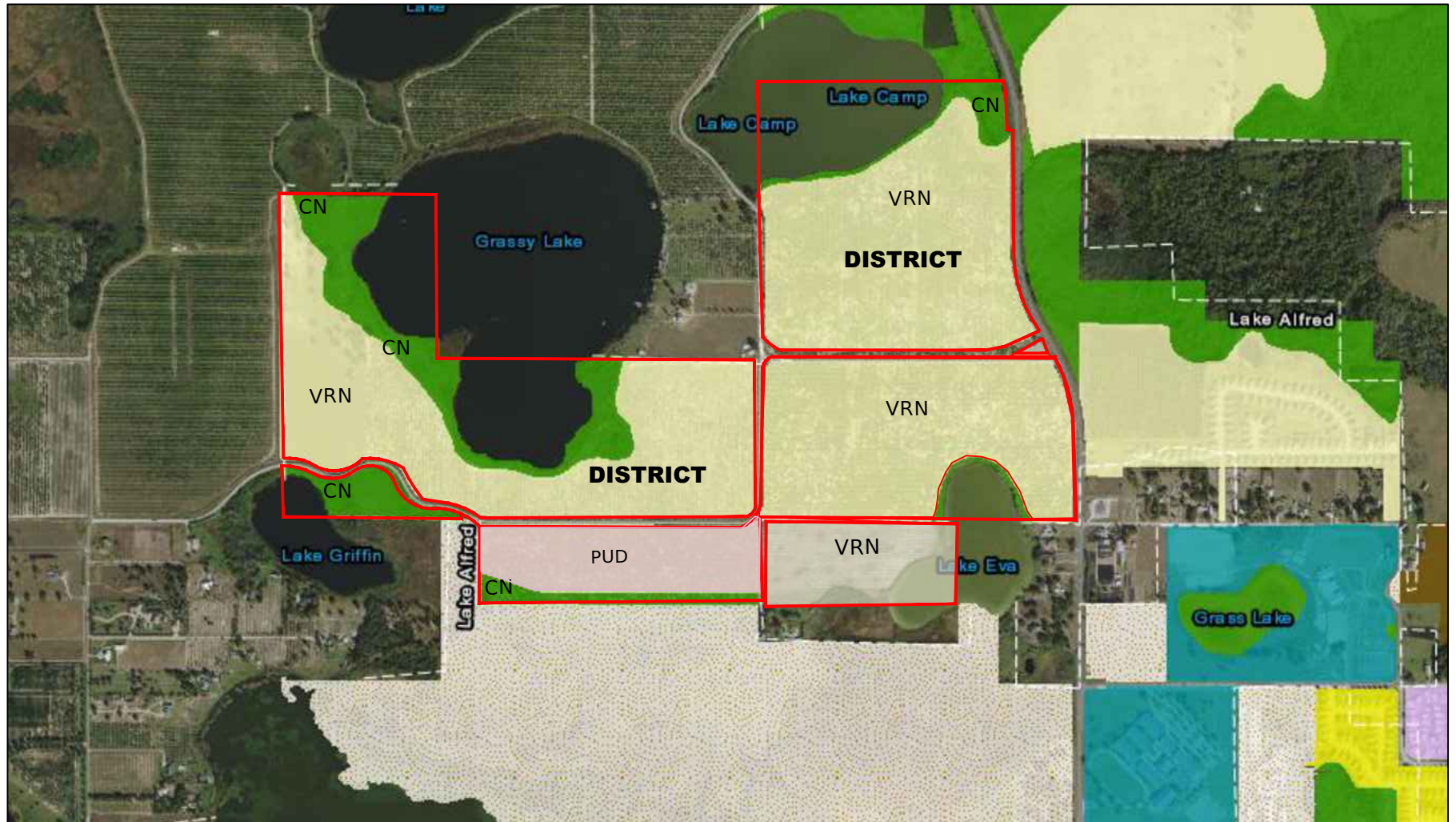
1925 BARTOW ROAD LAKELAND, FL 33801
 OFFICE: (863) 940-2040 FAX: (863) 940-2044 CELL: (863) 662-0018
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LEGEND

- CON - CONSERVATION
- RESIDENTIAL

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





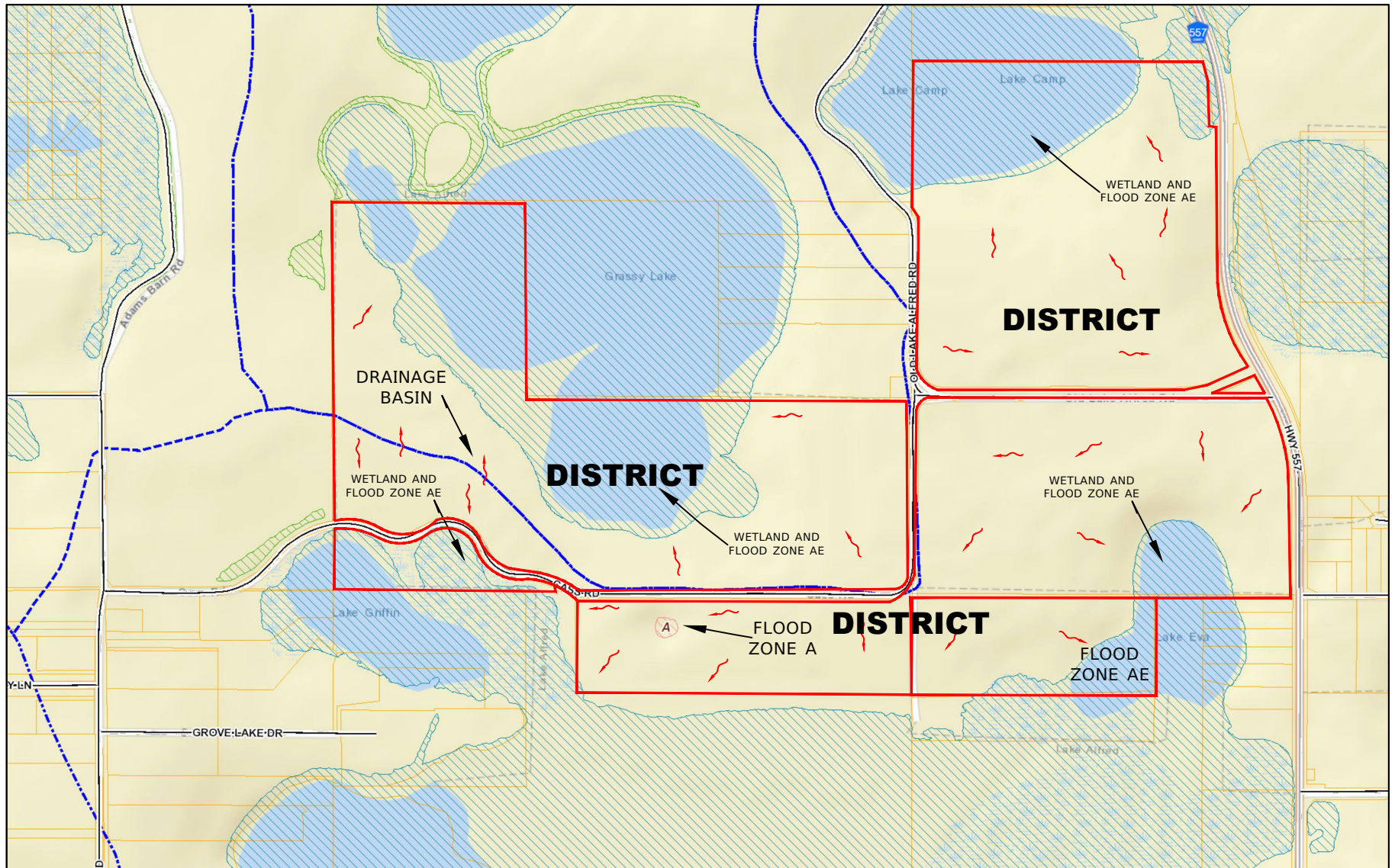
LEGEND

- CN - CONSERVATION (CITY OF LAKE ALFRED)
- PUD - PLANNED UNIT DEVELOPMENT (CITY OF LAKE ALFRED)
- VRN - VINTAGE RESIDENTIAL NEIGHBORHOOD (CITY OF LAKE ALFRED)

COMPOSITE EXHIBIT 5 EDEN HILLS CDD EXISTING ZONING MAP CITY OF LAKE ALFRED



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 EMAIL: INFO@WOODCIVIL.COM

LEGEND

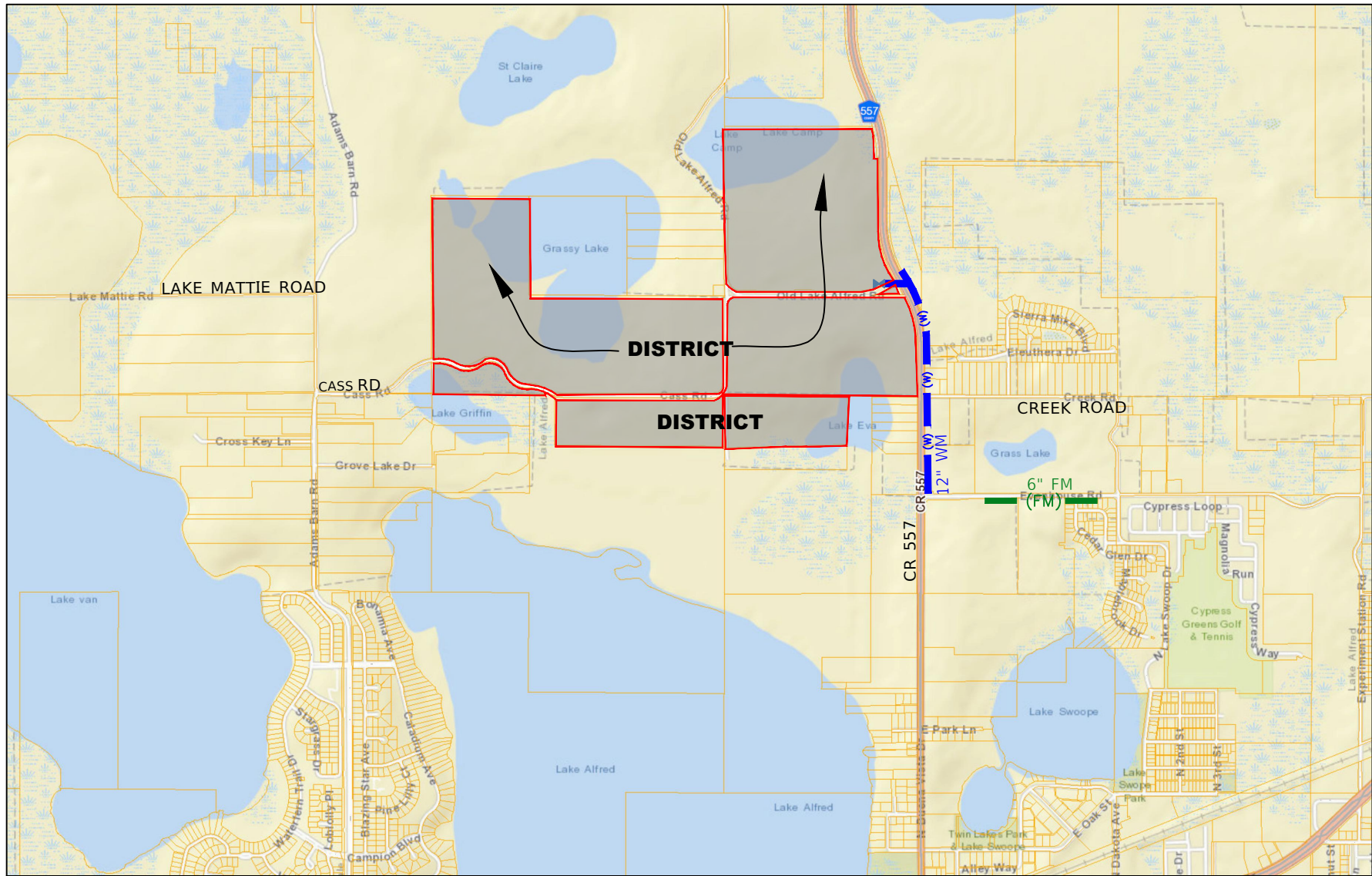
- ~ ~ ~ FLOW DIRECTION
- - - DRAINAGE BASIN

*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



NO
SCALE



1925 BARTOW ROAD LAKELAND, FL 33801
 OFFICE: (863) 940-2040 FAX: (863) 940-2044 CELL: (863) 662-0018
 EMAIL: INFO@WOODCIVIL.COM

LEGEND

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

COMPOSITE EXHIBIT 6 EDEN HILLS CDD WATER & FORCE MAINS



NO
 SCALE

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

<u>Infrastructure</u> ⁽¹⁾⁽¹¹⁾	<u>Phase 1 -Existing</u> <u>(142 Lots)</u> <u>2019-2023</u>	<u>Phase 2A - Existing</u> <u>(402 Lots)</u> <u>2021-2024</u>	<u>Phase 2B - Expansion</u> <u>(70 Lots)</u> <u>2021-2025</u>	<u>Phase 3-Existing</u> <u>(551 Lots)</u> <u>2021-2025</u>	<u>Total</u> <u>(1165 Lots)</u>
Offsite Improvements to County Road 557 ⁽⁵⁾⁽⁶⁾	40,000.000	140,000.000	30,000.00	190,000.00	400,000.00
Offsite Roadway Improvements to Old Lake Alfred Road, Cass Road, and Adams Barn Road	48,000.00	110,000.00	30,000.00	160,000.00	348,000.00
Stormwater Management ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾	1,300,000.00	2,000,000.00	370,000.00	2,700,000.00	6,370,000.00
Utilities (Water, Sewer, & Street Lighting) ⁽⁵⁾⁽⁶⁾ ⁽⁸⁾	680,000.00	4,265,000.00	800,000.00	5,800,000.00	11,545,000.00
Internal Roadways (not referenced above) ⁽⁴⁾⁽⁵⁾⁽⁶⁾⁽¹⁰⁾	480,000.00	1,700,000.00	310,000.00	2,300,000.00	4,790,000.00
Entry Feature ⁽⁶⁾⁽⁷⁾	130,000.00	300,000.00	65,000.00	400,000.00	895,000.00
Parks and Recreational Facilities ⁽⁶⁾	190,000.00	430,000.00	80,000.00	590,000.00	1,290,000.00
Contingency	<u>250,000.00</u>	<u>890,000.00</u>	<u>170,000.00</u>	<u>1,200,000.00</u>	<u>2,510,000.00</u>
TOTAL	\$3,118,000.00	\$9,835,000.00	\$1,855,000.00	\$13,340,000.00	\$28,148,000.00

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 and 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 2021 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and buffer 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 1165 lots.
10. Internal sidewalks shall be constructed along common areas only.
11. The improvements will be on land that upon acquisition of the improvement by the District, is owned by, or subject to a permanent easement in favor of, the district or another governmental entity.

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	City of Lake Alfred
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

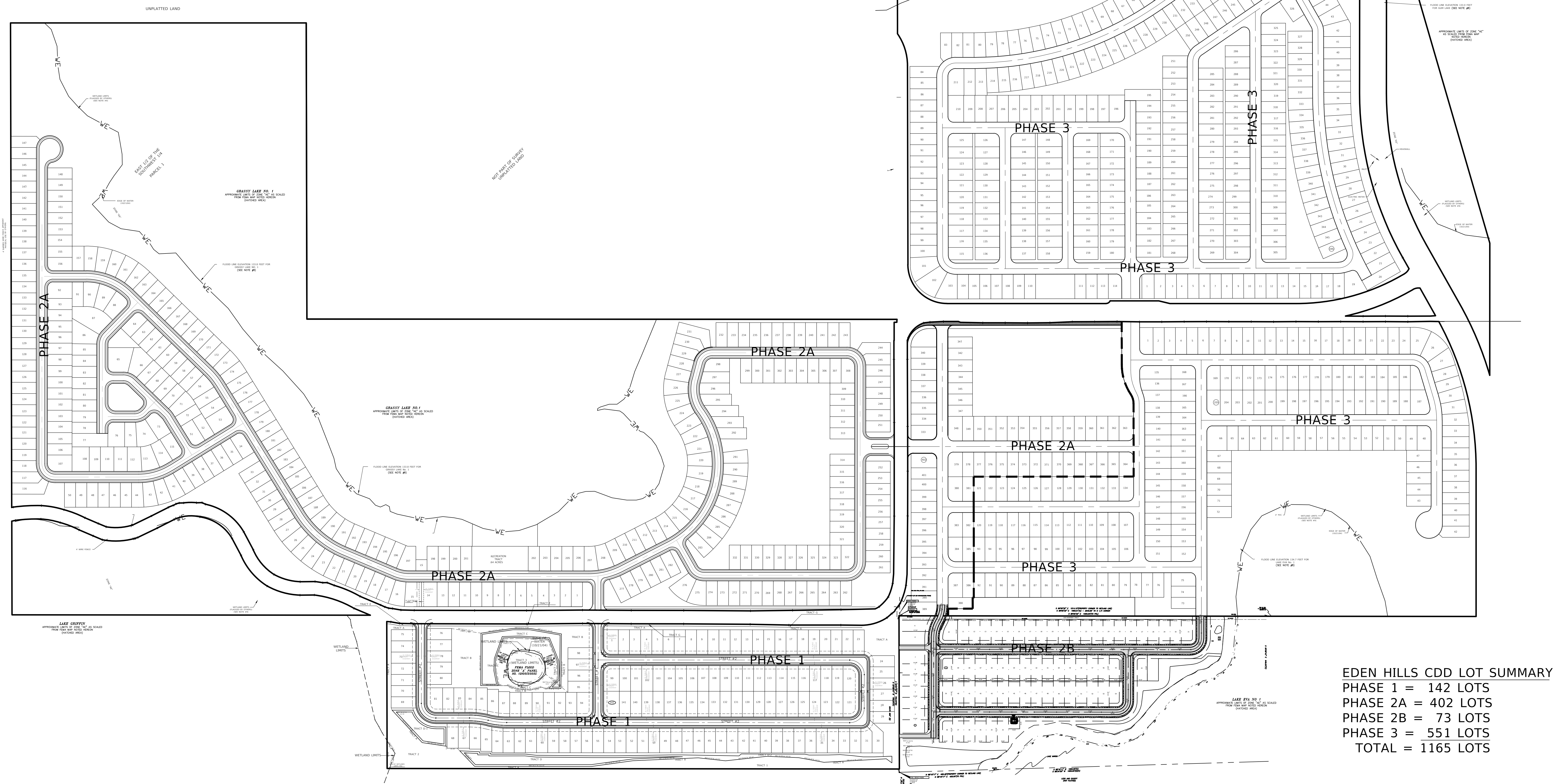
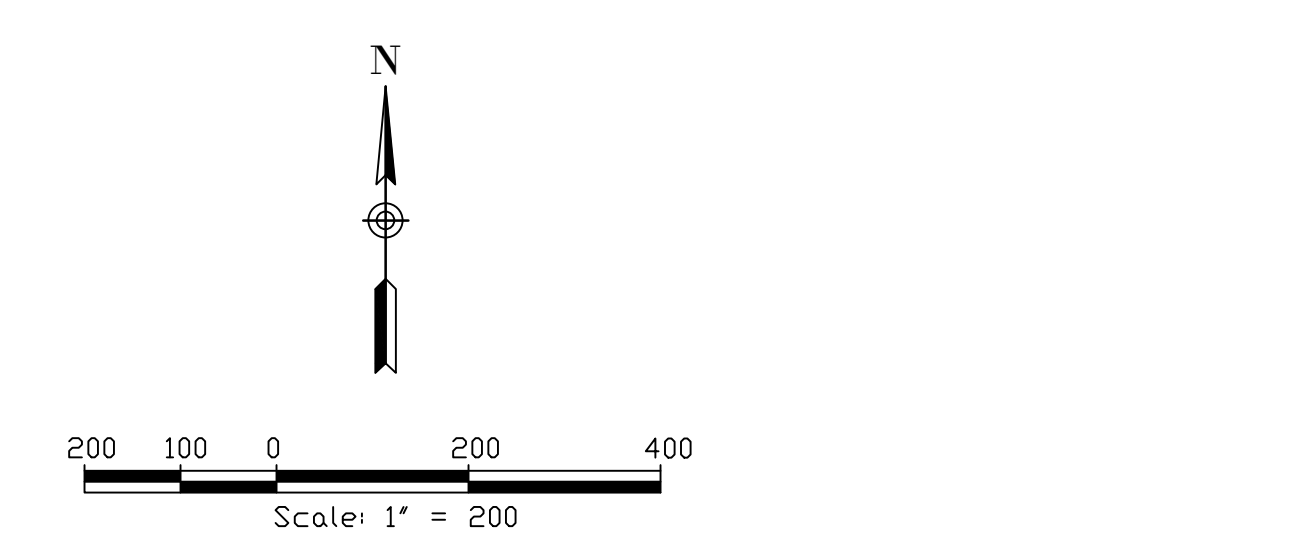
*Costs not funded by bonds will be funded by the developer.

** 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.

EDEN HILLS CDD MASTER PLAN EXHIBIT 9



EDEN HILLS CDD LOT SUMMARY

PHASE 1	=	142	LOTS
PHASE 2A	=	402	LOTS
PHASE 2B	=	73	LOTS
PHASE 3	=	551	LOTS
TOTAL	=	1165	LOTS

**AMENDED AND RESTATED MASTER
ASSESSMENT METHODOLOGY

FOR

EDEN HILLS
COMMUNITY DEVELOPMENT DISTRICT**

Date: August 11, 2021

Prepared by

**Governmental Management Services – Central Florida, LLC
135 W. Central Blvd, Suite 320
Orlando, FL 32801**

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GMS-CF, LLC does not represent the Eden Hills Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Eden Hills Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

The Eden Hills Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District anticipates the issuance at this time of not to exceed \$36,400,000 of tax exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements (“Capital Improvement Plan”) within the District more specifically described in the Amended and Restated Engineer’s Report dated June 8, 2021 prepared by Wood & Associates Engineering LLC , as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of all or a portion of the Capital Improvements or Capital Improvement Plan (“Capital Improvements”) that benefit property owners within the District.

1.1 Purpose

The Board of Supervisors (“Board”) of the District previously approved the Master Assessment Methodology, dated November 1, 2019 (the “Master Report”). The Master Report established an assessment methodology the District Followed to allocate debt assessments to properties within the District benefitting from the District’s CIP. Such assessments secure repayment of the Bonds. The District also previously adopted as a supplement to the Master Report, at the time of the issuance of the District’s \$2,950,000 Capital Improvement Revenue Bonds, Series 2020 (“Series 2020 Bonds”), Supplemental Assessment Methodology report dated November 13, 2020 (“Series 2020 Supplemental Report”). The Series 2020 Bonds remain unchanged by this report. The Series 2020 Supplemental Report applied the methodology to the details of the Series 2020 Bonds to allocate debt assessments (“Series 2020 Assessments”) to properties within the District to secure the repayment of the Series 2020 Bonds.

The methodology established by the Master Report allocated debt assessments to planned future units of residential product types. Since adoption of the Master Report, there have been expansions to add new parcels within the District, such that not all of the assumed planned lots found in the Master Report represent the development planned for the District and so must be revised. Specifically, the revised development has Phase 3 with 551 lots and Phase 2B as the expanded portion with 70 lots, as indicated in the Engineers Report.

This Amended and Restated Master Assessment Methodology amends and restates the original approved Master Report (collectively, the “Assessment Report”) provides for an updated assessment methodology that reflects the additional parcels and planned lots.

This Assessment Report continues to allocate the debt to properties based on the special benefits each receives from the Capital Improvements. This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Capital Improvements. This Assessment Report is designed to

conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments ("Special Assessments") on the benefited lands within the District based on this Assessment Report. It is anticipated that all of the proposed Special Assessments will be collected through the Uniform Method of Collection described in Section 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner's association, or any other unit of government.

1.2 Background

The District currently includes approximately 396.65 acres in the City of Lake Alfred within Polk County, Florida. The development program for the District currently envisions approximately 1,168 residential units. The proposed development program is depicted in Table 1. It is recognized that such development plan may change, and this Assessment Report will be modified or supplemented accordingly.

The Capital Improvements contemplated by the District in the Capital Improvement Plan will provide facilities that benefit certain property within the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the Capital Improvements.
2. The District Engineer determines the assessable acres that benefit from the District's Capital Improvements.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the Capital Improvements.
4. This amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number and type of platted units.

1.3 Special Benefits and General Benefits

Capital Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property

within the District. The implementation of the Capital Improvement Plan enables properties within the boundaries of the District to be developed. Without the District's Capital Improvement Plan, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

The general public and property owners outside of the District may benefit from the provision of the Capital Improvements. However, any such benefit will be incidental for the purpose of the Capital Improvement Plan, which is designed solely to meet the needs of property within the District. Properties outside of the District boundaries do not depend upon the District's Capital Improvements. The property owners within the District are therefore receiving special benefits not received by the general public and those outside the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the Capital Improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated or apportioned to the properties being assessed based on the special benefit such properties receive.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

1.5 Special Benefits Will Equal or Exceed the Costs Allocated

The special benefits provided to the property within the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Capital Improvement Plan that is necessary to support full development of property within the District will cost approximately \$28,148,000. The District's Underwriter projects that financing costs required to fund the Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be approximately \$36,400,000. Without the Capital Improvement Plan, the property within the District would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District anticipates issuing approximately \$36,400,000 in Bonds in one or more series to fund the District's entire Capital Improvement Plan, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$36,400,000 in debt to the properties within the District benefiting from the Capital Improvement Plan. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses and lot sizes in the development as identified by the Developer within the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Capital Improvements needed to support the development; these construction costs are outlined in Table 2. The Capital Improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$28,148,000. 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 \$36,400,000. Table 3 shows the breakdown of the Bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan for the District is completed. Until the platting process occurs, the Capital Improvements funded by District Bonds benefits all acres within the District.

The initial assessments will be levied on an equal basis to all gross acreage within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the District are benefiting from the Capital Improvements.

Once platting or the recording of a declaration of condominium of any portion of the District into individual lots or units ("Assigned Properties") has begun, the Special Assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the assigned properties within the District, which are the beneficiaries of the Capital Improvement Plan, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

2.3 Allocation of Benefit

The Capital Improvement Plan consists of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features and professional fees along with related incidental costs. There 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 Capital Improvements on a particular unit will exceed the cost that the unit will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed Capital Improvements will provide several types of systems, facilities and services for its residents. These include offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. The benefit from the Capital Improvements accrue in differing amounts and are somewhat dependent on the product type receiving the special benefits peculiar to that property type, which flow from the logical relationship of the Capital Improvements to the assigned properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the Capital Improvements actually provided.

For the provision of the Capital Improvement Plan, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual Special Assessment levied for the Capital Improvement as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Capital Improvement Plan is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). This is also shown on Table 7 depicting Allocation of Par Debt per Product Type.

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of Capital Improvement Plan have been apportioned to the property within the District according to reasonable estimates of the special and peculiar benefits provided consistent with the product type of assignable properties.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any Special Assessment more than the determined special benefit particular to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated assigned properties are built and sold as planned, and the entire proposed Capital Improvement Plan is constructed.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is approved, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein ("Assigned Property"). In addition, the District must also prevent any buildup of debt on property or land that could be fully conveyed and/or platted without all of the debt being allocated ("Unassigned Property"). To preclude this, when platting for 25%, 50%, 75% and 100% of the units planned for platting has occurred within the District, the District will determine the amount of anticipated Bond Special Assessment revenue that remains on the Unassigned Properties, taking into account the full development plan of the District. If the total anticipated Bond Special Assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of

the outstanding Bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

If a true-up payment is made less than 45 days prior to an interest payment date, the amount of accrued interest will be calculated to the next succeeding interest payment date.

4.0 Assessment Roll

The District will initially distribute the Special Assessments across the property within the District boundaries on a gross acreage basis. As Assigned Properties become known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan or product type changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are not finalized with certainty on any acre of land in the District prior to the time final Assigned Properties become known. The preliminary assessment roll is attached as Table 7.

TABLE 1
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Land Use	Total Assessable Units	ERUs per Unit (1)	Total ERUs
Single Family *	1,165	1.00	1,165
Total Units	1,165		1,165

(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
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Cost Estimate
Offsite Improvements - CR 557	\$400,000
Offsite Improvements - Old Lake Alfred Rd, Cass Rd, Adams Barn Rd	\$348,000
Stormwater Management	\$6,370,000
Utilities (Water, Sewer, & Street Lighting)	\$11,545,000
Roadway	\$4,790,000
Entry Feature	\$895,000
Parks and Amenities	\$1,290,000
Contingencies	\$2,510,000
	\$28,148,000

(1) A detailed description of these improvements is provided in the Amended and Restated Engineer's Report dated June 8, 2021.

TABLE 3
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Description	Total
Construction Funds	\$ 28,148,000
Debt Service Reserve	\$ 2,644,420
Capitalized Interest	\$ 4,368,000
Underwriters Discount	\$ 728,000
Cost of Issuance	\$ 220,000
Contingency	\$ 291,580
Par Amount*	\$ 36,400,000

Bond Assumptions:	
Interest Rate	6.00%
Amortization	30 years
Capitalized Interest	24 months
Debt Service Reserve	Max Annual
Underwriters Discount	2%

* Par amount is subject to change based on the actual terms at the sale of the bonds

TABLE 4
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF IMPROVEMENT COSTS
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Single Family	1,165	1	1,165	100.00%	\$ 28,148,000	\$24,161
Totals	1,165		1,165	100.00%	\$ 28,148,000	

* 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
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	Total Improvements		Allocation of Par		Par Debt Per Unit
		Costs Per Product	Type	Debt Per Product	Type	
Single Family	1,165	\$ 28,148,000	\$	\$ 36,400,000		\$31,245
Totals	1,165	\$ 28,148,000	\$	\$ 36,400,000		

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

TABLE 6
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Single Family	1,165	\$ 36,400,000	\$31,245	\$ 2,644,420	\$ 2,270	\$ 2,441
Totals	1,165	\$ 36,400,000		\$ 2,644,420		

(1) This amount includes collection fees and early payment discounts when collected on the Polk County Tax Bill

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

TABLE 7
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY

Owner	Property ID #'s*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Jack M. Berry Inc.	262719-000000-024010	9.80	\$92,042	\$ 902,015	\$ 65,530	\$ 70,463
Jack M. Berry Inc.	262719-000000-022010	145.55	\$92,042	\$ 13,396,768	\$ 973,261	\$ 1,046,517
Highland Sumner LLC	262730-000000-011010	33.85	\$92,042	\$ 3,115,635	\$ 226,347	\$ 243,384
Lucerne Park Investment, LLC	262720-000000-044010	22.67	\$92,042	\$ 2,086,601	\$ 151,589	\$ 162,999
Lucerne Park Investment, LLC	262720-000000-042030	12.35	\$92,042	\$ 1,136,723	\$ 82,582	\$ 88,798
Cassidy Holdings LLC	262720-000000-042010	40.89	\$92,042	\$ 3,763,613	\$ 273,422	\$ 294,003
Lucerne Park Investment, LLC	262720-000000-032040	66.72	\$92,042	\$ 6,141,068	\$ 446,142	\$ 479,722
Memos Florida LLC	262720-000000-032010	37.90	\$92,042	\$ 3,488,406	\$ 253,429	\$ 272,504
Tree O Groves	262729-000000-033010	25.74	\$92,042	\$ 2,369,171	\$ 172,118	\$ 185,073
Totals		395.47		\$ 36,400,000	\$ 2,644,420	\$ 2,843,462

(1) This amount includes 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Projected Bond Rate (%)	6.00%
Maximum Annual Debt Service	\$2,644,420

* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

EDEN HILLS CDD LEGAL DESCRIPTION OF AMENDED DISTRICT

PARCEL 1

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

PARCEL 2

THE S ½ OF THE SW ¼ OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 26 EAST, LESS AND EXCEPT ALL ROADWAYS AND EASEMENTS OF RECORD OR IN USE, LYING AND BEING IN POLK COUNTY, FLORIDA.

PARCEL 3

COMMENCING AT THE SECTION POST AT THE NORTHEAST CORNER OF THE NE ¼ OF SECTION 30, TOWNSHIP 27 SOUTH, RANGE 26 EAST, RUNNING THENCE IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF SAID SECTION 2290 FEET; THENCE SOUTH 685 FEET; THENCE IN AN EASTERLY DIRECTION PARALLEL TO THE NORTH LINE OF SAID SECTION TO THE EAST LINE OF SAID SECTION AND THENCE IN A NORTHERLY DIRECTION TO THE PLACE OF BEGINNING, LESS ROAD RIGHT OF WAY OF CASS ROAD.

PARCEL 4

THE SOUTH 945 FEET OF THE NW ¼ AND THE N ½ OF THE SW ¼ OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 26 EAST, LESS AND EXCEPT A PARCEL OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 341 FEET NORTH OF THE SOUTHEAST CORNER OF THE N ½ OF THE SW ¼, RUN THENCE NORTH ALONG THE HALF SECTION LINE A DISTANCE OF 1929 FEET TO THE NORTH BOUNDARY OF THE ABOVE DESCRIBED PROPERTY, RUN THENCE WEST A DISTANCE OF 562.3 FEET, RUN THENCE SOUTH 16°15' EAST A DISTANCE OF 2009.3 FEET TO THE POINT OF BEGINNING.

LESS & EXCEPT THE FOLLOWING DESCRIBED PARCELS:

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

AND LESS & EXCEPT

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

AND LESS & EXCEPT

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



EXHIBIT 2 EDEN HILLS CDD LEGAL DESCRIPTION OF AMENDED DISTRICT

THOSE PARTS MORE PARTICULARLY DESCRIBED AS:

PARCEL 1

BEGIN AT A 5/8" IRON ROD AND CAP "LB 5450" STANDING AT THE NORTHWEST CORNER OF THE EAST ½ OF THE SOUTHWEST ¼ OF ABOVE SAID SECTION 19, AND RUN THENCE ALONG THE NORTH LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 N-89°59'47"-E, 1321.68 FEET TO THE NORTHEAST CORNER OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19; THENCE ALONG THE EAST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 S-00°08'25"-E, 1323.96 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19; THENCE ALONG THE NORTH LINE OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 S-89°58'20"-E, 2637.88 FEET TO A 5/8" IRON ROD AND CAP "LB 5450" STANDING ON THE WESTERLY MAINTAINED RIGHT-OF-WAY LINE OF CASS ROAD ACCORDING TO MAP BOOK 14, PAGES 78 THROUGH 86 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWELVE (12) COURSES: 1) S-02°15'09"-W, 13.10 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) N-89°57'27"-W, 12.08 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 3) S-00°01'04"-E, 81.82 FEET; THENCE 4) N-87°37'47"-W, 0.97 FEET; THENCE 5) S-00°02'58"-W, 83.99 FEET; THENCE 6) S-00°14'03"-E, 282.24 FEET; THENCE 7) S-00°01'04"-E, 418.62 FEET; THENCE 8) S-00°34'59"-W, 258.08 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 9) S-05°24'19"-W, 43.23 FEET TO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE 10) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 246.83 FEET, A CENTRAL ANGLE/Delta OF 14°54'25", A CHORD BEARING OF S-18°09'26"-W, A CHORD DISTANCE OF 64.04 FEET, FOR AN ARC LENGTH OF 64.22 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 11) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 213.59 FEET, A CENTRAL ANGLE/Delta OF 16°06'05", A CHORD BEARING OF S-43°12'17"-W, A CHORD DISTANCE OF 59.83 FEET, FOR AN ARC LENGTH OF 60.02 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 12) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 150.45 FEET, A CENTRAL ANGLE/Delta OF 07°22'46", A CHORD BEARING OF S-61°45'46"-W, A CHORD DISTANCE OF 19.36 FEET, FOR AN ARC LENGTH OF 19.38 FEET TO A 5/8" IRON ROD AND CAP STANDING ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID CASS ROAD; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING FORTY (40) COURSES: 1) S-88°38'37"-W, 153.54 FEET; THENCE 2) S-89°10'37"-W, 216.44 FEET; THENCE 3) S-89°17'23"-W, 188.18 FEET; THENCE 4) N-89°38'32"-W, 298.21 FEET; THENCE 5) N-89°53'42"-W, 234.77 FEET; THENCE 6) N-89°37'59"-W, 217.84 FEET; THENCE 7) S-89°30'50"-W, 250.08 FEET; THENCE 8) N-89°55'08"-W, 231.89 FEET; THENCE 9) N-89°49'48"-W, 270.34 FEET; THENCE 10) N-88°49'36"-W, 59.54 FEET; THENCE 11) N-80°07'52"-W, 37.96 FEET; THENCE 12) N-85°14'01"-W, 17.09 FEET; THENCE 13) N-70°59'02"-W, 18.15 FEET; THENCE 14) N-65°55'57"-W, 21.10 FEET; THENCE 15) N-67°05'59"-W, 98.72 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 16) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 523.28 FEET, A CENTRAL ANGLE/Delta OF 13°50'09", A CHORD BEARING OF N-67°01'16"-W, A CHORD DISTANCE OF 126.06 FEET, FOR AN ARC LENGTH OF 126.36 FEET; THENCE 17) N-68°58'37"-W, 34.06 FEET; THENCE 18) S-89°31'05"-W, 19.75 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE 19) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 523.28 FEET, A CENTRAL ANGLE/Delta OF 03°49'37", A CHORD BEARING OF N-81°39'02"-W, A CHORD DISTANCE OF 34.94 FEET, FOR AN ARC LENGTH OF 34.95 FEET; THENCE 20) S-89°14'01"-W, 66.62 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 21) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 260.64 FEET, A CENTRAL ANGLE/Delta OF 26°43'30", A CHORD BEARING OF N-74°29'03"-W, A CHORD DISTANCE OF 120.47 FEET, FOR AN ARC LENGTH OF 121.57 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 22) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 242.45 FEET, A CENTRAL ANGLE/Delta OF 34°55'23", A CHORD BEARING OF N-40°04'24"-W, A CHORD DISTANCE OF 145.50 FEET, FOR AN ARC LENGTH OF 147.78 FEET; THENCE 23) N-27°57'49"-W, 90.06 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 24) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 259.87 FEET, A CENTRAL ANGLE/Delta OF 47°51'20", A CHORD BEARING OF N-54°10'27"-W, A CHORD DISTANCE OF 210.80 FEET, FOR AN ARC LENGTH OF 217.05 FEET; THENCE 25) N-65°06'24"-W, 17.01 FEET; THENCE 26) S-89°09'06"-W, 24.96 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE 27) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 241.94 FEET, A CENTRAL ANGLE/Delta OF 13°31'58", A CHORD BEARING OF S-89°09'06"-W, A CHORD DISTANCE OF 57.01 FEET, FOR AN ARC LENGTH OF 57.14 FEET; THENCE 28) S-89°09'06"-W, 20.44 FEET; THENCE 29) S-75°16'11"-W, 14.14 FEET; THENCE 30) S-59°52'40"-W, 13.79 FEET TO A POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE 31) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 241.94 FEET, A CENTRAL ANGLE/Delta OF 05°46'25", A CHORD BEARING OF S-68°16'47"-W, A CHORD DISTANCE OF 24.37 FEET, FOR AN ARC LENGTH OF 24.38 FEET; THENCE 32) S-63°03'02"-W, 85.21 FEET; THENCE 33) S-64°14'52"-W, 92.99 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 34) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 257.71 FEET, A CENTRAL ANGLE/Delta OF 26°37'29", A CHORD BEARING OF S-86°10'03"-W, A CHORD DISTANCE OF 118.68 FEET, FOR AN



EXHIBIT 2

EDEN HILLS CDD

LEGAL DESCRIPTION OF AMENDED DISTRICT

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**.



EXHIBIT 2

EDEN HILLS CDD

LEGAL DESCRIPTION OF AMENDED DISTRICT

PARCEL 2

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



EXHIBIT 2 EDEN HILLS CDD LEGAL DESCRIPTION OF AMENDED DISTRICT

PARCEL 3

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

PARCEL 4

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



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EXHIBIT 2**EDEN HILLS CDD****LEGAL DESCRIPTION OF AMENDED DISTRICT**

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.

AND

PARCEL 262729-000000-033010

COMMENCING AT THE SECTION POST AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 27 SOUTH, RANGE 26 EAST, RUNNING THENCE SOUTH 990 FEET; THENCE EAST 1650 FEET; THENCE NORTH TO THE NORTH LINE OF SAID SECTION AND THENCE WEST ALONG SECTION LINE TO THE PLACE OF BEGINNING, LESS AND EXCEPT THE FOLLOWING: COMMENCE AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, RUN THENCE SOUTH 00°07'20" WEST ALONG THE WEST BOUNDARY OF SAID SECTION 29, 700.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°07'20" WEST ALONG SAID WEST BOUNDARY OF SAID SECTION 27, 290.00 FEET; THENCE SOUTH 89°46'50" EAST, 1650.00 FEET; THENCE NORTH 00°07'20" EAST, 337.45 FEET; THENCE SOUTH 88°34'20" WEST, 1650.60 FEET TO THE POINT OF BEGINNING.

AMENDED DISTRICT CONTAINS 396.65 ACRES MORE OR LESS.



SECTION 4

**This space reserved for use by the Clerk of
the Circuit Court**

This instrument prepared by
and return to:

Roy Van Wyk, Esq.
KE Law Group, PLLC
4832A Kerry Forest Parkway
P.O. Box 6386
(2800 S. Adams Street)
Tallahassee, Florida 32309 (32301-6386)

**EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF IMPOSITION OF
MASTER SPECIAL ASSESSMENTS**

PLEASE TAKE NOTICE that the Board of Supervisors of the Eden Hills Community Development District (the “**District**”) in accordance with Chapters 170, 190, and 197, *Florida Statutes*, adopted Resolutions 2020-25, 2020-34, 2020-35, 2021-01, 2021-09, 2021-10, and 2021-16 (collectively, the “**Assessment Resolutions**”) providing for and levying non-ad valorem special assessments constituting a governmental lien on certain real property within the boundaries of the District that will be specially benefitted by the Capital Improvement Plan provided by the District and described in the District’s adopted *Amended and Restated Engineer’s Report for Capital Improvements*, dated June 8, 2021, as amended and supplemented (the “**Engineer’s Report**”). The legal description of the lands on which said special assessments are imposed is attached to this Notice as **Exhibit A**. The special assessments are imposed on benefitted parcels within the District as described in the District’s *Amended and Restated Engineer’s Report for Capital Improvements*, dated June 8, 2021, as amended and supplemented (“**Assessment Report**”) approved by the District. A copy of the Engineer’s Report, the Assessment Report, and the Assessment Resolutions may be obtained by contacting the District

at: Eden Hills Community Development District, c/o Governmental Management Services Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, Ph.: (407) 841-5524.

The non-ad valorem special assessments provided for in the Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and these non-ad valorem special assessments constitute and will at all relevant times in the future constitute, legal, valid and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other liens, titles and claims.

The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

IN WITNESS WHEREOF, this Notice has been executed on the 11th day of August, 2021, and recorded in the Public Records of Polk County, Florida.

**EDEN HILLS COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

Witness

Witness

Print Name

Print Name

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of August, 2021, by Warren K. “Rennie” Heath, II, as Chairperson of the Board of Supervisors of the Eden Hills Community Development District.

[notary seal]

(Official Notary Signature)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

EXHIBIT A

LEGAL DESCRIPTION

EDEN HILLS CDD LEGAL DESCRIPTION OF AMENDED DISTRICT

PARCEL 1

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

PARCEL 2

THE S ½ OF THE SW ¼ OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 26 EAST, LESS AND EXCEPT ALL ROADWAYS AND EASEMENTS OF RECORD OR IN USE, LYING AND BEING IN POLK COUNTY, FLORIDA.

PARCEL 3

COMMENCING AT THE SECTION POST AT THE NORTHEAST CORNER OF THE NE ¼ OF SECTION 30, TOWNSHIP 27 SOUTH, RANGE 26 EAST, RUNNING THENCE IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF SAID SECTION 2290 FEET; THENCE SOUTH 685 FEET; THENCE IN AN EASTERLY DIRECTION PARALLEL TO THE NORTH LINE OF SAID SECTION TO THE EAST LINE OF SAID SECTION AND THENCE IN A NORTHERLY DIRECTION TO THE PLACE OF BEGINNING, LESS ROAD RIGHT OF WAY OF CASS ROAD.

PARCEL 4

THE SOUTH 945 FEET OF THE NW ¼ AND THE N ½ OF THE SW ¼ OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 26 EAST, LESS AND EXCEPT A PARCEL OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 341 FEET NORTH OF THE SOUTHEAST CORNER OF THE N ½ OF THE SW ¼, RUN THENCE NORTH ALONG THE HALF SECTION LINE A DISTANCE OF 1929 FEET TO THE NORTH BOUNDARY OF THE ABOVE DESCRIBED PROPERTY, RUN THENCE WEST A DISTANCE OF 562.3 FEET, RUN THENCE SOUTH 16°15' EAST A DISTANCE OF 2009.3 FEET TO THE POINT OF BEGINNING.

LESS & EXCEPT THE FOLLOWING DESCRIBED PARCELS:

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

AND LESS & EXCEPT

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

AND LESS & EXCEPT

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

THOSE PARTS MORE PARTICULARLY DESCRIBED AS:

PARCEL 1

BEGIN AT A 5/8" IRON ROD AND CAP "LB 5450" STANDING AT THE NORTHWEST CORNER OF THE EAST ½ OF THE SOUTHWEST ¼ OF ABOVE SAID SECTION 19, AND RUN THENCE ALONG THE NORTH LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 N-89°59'47"-E, 1321.68 FEET TO THE NORTHEAST CORNER OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19; THENCE ALONG THE EAST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 S-00°08'25"-E, 1323.96 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SAID SECTION 19; THENCE ALONG THE NORTH LINE OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SAID SECTION 19 S-89°58'20"-E, 2637.88 FEET TO A 5/8" IRON ROD AND CAP "LB 5450" STANDING ON THE WESTERLY MAINTAINED RIGHT-OF-WAY LINE OF CASS ROAD ACCORDING TO MAP BOOK 14, PAGES 78 THROUGH 86 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWELVE (12) COURSES: 1) S-02°15'09"-W, 13.10 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) N-89°57'27"-W, 12.08 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 3) S-00°01'04"-E, 81.82 FEET; THENCE 4) N-87°37'47"-W, 0.97 FEET; THENCE 5) S-00°02'58"-W, 83.99 FEET; THENCE 6) S-00°14'03"-E, 282.24 FEET; THENCE 7) S-00°01'04"-E, 418.62 FEET; THENCE 8) S-00°34'59"-W, 258.08 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 9) S-05°24'19"-W, 43.23 FEET TO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE 10) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 246.83 FEET, A CENTRAL ANGLE/DELTA OF 14°54'25", A CHORD BEARING OF S-18°09'26"-W, A CHORD DISTANCE OF 64.04 FEET, FOR AN ARC LENGTH OF 64.22 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 11) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 213.59 FEET, A CENTRAL ANGLE/DELTA OF 16°06'05", A CHORD BEARING OF S-43°12'17"-W, A CHORD DISTANCE OF 59.83 FEET, FOR AN ARC LENGTH OF 60.02 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 12) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 150.45 FEET, A CENTRAL ANGLE/DELTA OF 07°22'46", A CHORD BEARING OF S-61°45'46"-W, A CHORD DISTANCE OF 19.36 FEET, FOR AN ARC LENGTH OF 19.38 FEET TO A 5/8" IRON ROD AND CAP STANDING ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID CASS ROAD; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING FORTY (40) COURSES: 1) S-88°38'37"-W, 153.54 FEET; THENCE 2) S-89°10'37"-W, 216.44 FEET; THENCE 3) S-89°17'23"-W, 188.18 FEET; THENCE 4) N-89°38'32"-W, 298.21 FEET; THENCE 5) N-89°53'42"-W, 234.77 FEET; THENCE 6) N-89°37'59"-W, 217.84 FEET; THENCE 7) S-89°30'50"-W, 250.08 FEET; THENCE 8) N-89°55'08"-W, 231.89 FEET; THENCE 9) N-89°49'48"-W, 270.34 FEET; THENCE 10) N-88°49'36"-W, 59.54 FEET; THENCE 11) N-80°07'52"-W, 37.96 FEET; THENCE 12) N-85°14'01"-W, 17.09 FEET; THENCE 13) N-70°59'02"-W, 18.15 FEET; THENCE 14) N-65°55'57"-W, 21.10 FEET; THENCE 15) N-67°05'59"-W, 98.72 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 16) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 523.28 FEET, A CENTRAL ANGLE/DELTA OF 13°50'09", A CHORD BEARING OF N-67°01'16"-W, A CHORD DISTANCE OF 126.06 FEET, FOR AN ARC LENGTH OF 126.36 FEET; THENCE 17) N-68°58'37"-W, 34.06 FEET; THENCE 18) S-89°31'05"-W, 19.75 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE 19) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 523.28 FEET, A CENTRAL ANGLE/DELTA OF 03°49'37", A CHORD BEARING OF N-81°39'02"-W, A CHORD DISTANCE OF 34.94 FEET, FOR AN ARC LENGTH OF 34.95 FEET; THENCE 20) S-89°14'01"-W, 66.62 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 21) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 260.64 FEET, A CENTRAL ANGLE/DELTA OF 26°43'30", A CHORD BEARING OF N-74°29'03"-W, A CHORD DISTANCE OF 120.47 FEET, FOR AN ARC LENGTH OF 121.57 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE 22) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 242.45 FEET, A CENTRAL ANGLE/DELTA OF 34°55'23", A CHORD BEARING OF N-40°04'24"-W, A CHORD DISTANCE OF 145.50 FEET, FOR AN ARC LENGTH OF 147.78 FEET; THENCE 23) N-27°57'49"-W, 90.06 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 24) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 259.87 FEET, A CENTRAL ANGLE/DELTA OF 47°51'20", A CHORD BEARING OF N-54°10'27"-W, A CHORD DISTANCE OF 210.80 FEET, FOR AN ARC LENGTH OF 217.05 FEET; THENCE 25) N-65°06'24"-W, 17.01 FEET; THENCE 26) S-89°09'06"-W, 24.96 FEET TO A POINT OF CURVE CONCAVE SOUTHERLY; THENCE 27) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 241.94 FEET, A CENTRAL ANGLE/DELTA OF 13°31'58", A CHORD BEARING OF S-89°09'06"-W, A CHORD DISTANCE OF 57.01 FEET, FOR AN ARC LENGTH OF 57.14 FEET; THENCE 28) S-89°09'06"-W, 20.44 FEET; THENCE 29) S-75°16'11"-W, 14.14 FEET; THENCE 30) S-59°52'40"-W, 13.79 FEET TO A POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE 31) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 241.94 FEET, A CENTRAL ANGLE/DELTA OF 05°46'25", A CHORD BEARING OF S-68°16'47"-W, A CHORD DISTANCE OF 24.37 FEET, FOR AN ARC LENGTH OF 24.38 FEET; THENCE 32) S-63°03'02"-W, 85.21 FEET; THENCE 33) S-64°14'52"-W, 92.99 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 34) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 257.71 FEET, A CENTRAL ANGLE/DELTA OF 26°37'29", A CHORD BEARING OF S-86°10'03"-W, A CHORD DISTANCE OF 118.68 FEET, FOR AN

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

TOGETHER WITH

COMMENCE AT ABOVE DESIGNATED POINT "A", AND RUN THENCE ALONG THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 S-00°08'18"-E, 61.47 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" AND THE **POINT OF BEGINNING**; THENCE CONTINUE ALONG THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19, AND CONTINUING S-00°08'18"-E, 418.74 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 19; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 19 S-89°56'27"-E, 1602.13 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF CASS ROAD ACCORDING TO MAP BOOK 14, PAGES 78 THROUGH 86 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 19, AND ALONG SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWENTY (20) COURSES: 1) N-67°05'59"-W, 78.19 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 2) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 463.28 FEET, A CENTRAL ANGLE/DELTA OF 23°26'52", A CHORD BEARING OF N-71°23'14"-W, A CHORD DISTANCE OF 188.27 FEET, FOR AN ARC LENGTH OF 189.59 FEET; THENCE 3) S-89°14'01"-W, 64.18 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 4) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 320.64 FEET, A CENTRAL ANGLE/DELTA OF 27°20'48", A CHORD BEARING OF N-74°27'38"-W, A CHORD DISTANCE OF 151.59 FEET, FOR AN ARC LENGTH OF 153.04 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHEASTERLY; THENCE 5) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 302.45 FEET, A CENTRAL ANGLE/DELTA OF 34°43'11", A CHORD BEARING OF N-40°31'56"-W, A CHORD DISTANCE OF 180.48 FEET, FOR AN ARC LENGTH OF 183.27 FEET; THENCE 6) N-27°57'49"-W, 86.13 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 7) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 199.87 FEET, A CENTRAL ANGLE/DELTA OF 51°07'56", A CHORD BEARING OF N-56°07'58"-W, A CHORD DISTANCE OF 172.51 FEET, FOR AN ARC LENGTH OF 178.37 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHERLY; THENCE 8) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 181.94 FEET, A CENTRAL ANGLE/DELTA OF 37°08'54", A CHORD BEARING OF S-84°19'33"-W, A CHORD DISTANCE OF 115.91 FEET, FOR AN ARC LENGTH OF 117.96 FEET; THENCE 9) S-63°03'02"-W, 84.53 FEET; THENCE 10) S-64°14'52"-W, 97.90 FEET; THENCE 11) S-72°58'21"-W, 10.80 FEET; THENCE 12) S-58°07'54"-W, 3.99 FEET; THENCE 13) S-86°02'26"-W, 5.89 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 14) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 317.71 FEET, A CENTRAL ANGLE/DELTA OF 25°07'59", A CHORD BEARING OF S-88°14'39"-W, A CHORD DISTANCE OF 138.25 FEET, FOR AN ARC LENGTH OF 139.37 FEET; THENCE 15) N-67°10'39"-W, 44.44 FEET; THENCE 16) N-66°54'31"-W, 67.99 FEET TO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE 17) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 415.61 FEET, A CENTRAL ANGLE/DELTA OF 12°30'07", A CHORD BEARING OF N-68°52'12"-W, A CHORD DISTANCE OF 90.51 FEET, FOR AN ARC LENGTH OF 90.69 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHWESTERLY; THENCE 18) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 355.63 FEET, A CENTRAL ANGLE/DELTA OF 14°15'17", A CHORD BEARING OF N-79°31'29"-W, A CHORD DISTANCE OF 88.25 FEET, FOR AN ARC DISTANCE OF 88.48 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHERLY; THENCE 19) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 740.61 FEET, A CENTRAL ANGLE/DELTA OF 08°46'58", A CHORD BEARING OF S-87°01'04"-W, A CHORD DISTANCE OF 113.41 FEET, FOR AN ARC LENGTH OF 113.53 FEET TO A POINT OF COMPOUND CURVE CONCAVE SOUTHEASTERLY; THENCE 20) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 432.25 FEET, A CENTRAL ANGLE/DELTA OF 02°17'57", A CHORD BEARING OF S-77°36'22"-W, A CHORD DISTANCE OF 17.34 FEET, FOR AN ARC LENGTH OF 17.35 FEET TO THE **POINT OF BEGINNING**.

PARCEL 2

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

PARCEL 3

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

PARCEL 4

BEGIN AT A 1" IRON PIPE WITH NO IDENTIFICATION STANDING AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 20, AND RUN THENCE ALONG THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 20 N-00°08'40"-W, 945.00 FEET TO THE NORTH LINE OF THE SOUTH 945 FEET OF THE NORTHWEST ¼ OF SAID SECTION 20; THENCE ALONG THE NORTH LINE OF THE SOUTH 945 FEET OF THE NORTHWEST ¼ OF SAID SECTION 20 N-89°56'41"-E, 1988.39 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 557 AS SHOWN ON THE STATE OF FLORIDA-STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 1629-PROJECT 5537, AND AS RECORDED IN OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NUMBER 557 THE FOLLOWING SIX (6) COURSES: 1) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1830.57 FEET, A CENTRAL ANGLE/DELTA OF 13°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";

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**.

AND

PARCEL 262729-000000-033010

COMMENCING AT THE SECTION POST AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 27 SOUTH, RANGE 26 EAST, RUNNING THENCE SOUTH 990 FEET; THENCE EAST 1650 FEET; THENCE NORTH TO THE NORTH LINE OF SAID SECTION AND THENCE WEST ALONG SECTION LINE TO THE PLACE OF BEGINNING, LESS AND EXCEPT THE FOLLOWING: COMMENCE AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, RUN THENCE SOUTH 00°07'20" WEST ALONG THE WEST BOUNDARY OF SAID SECTION 29, 700.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°07'20" WEST ALONG SAID WEST BOUNDARY OF SAID SECTION 27, 290.00 FEET; THENCE SOUTH 89°46'50" EAST, 1650.00 FEET; THENCE NORTH 00°07'20" EAST, 337.45 FEET; THENCE SOUTH 88°34'20" WEST, 1650.60 FEET TO THE POINT OF BEGINNING.

AMENDED DISTRICT CONTAINS 396.65 ACRES MORE OR LESS.

SECTION D

SECTION 1

RESOLUTION 2021-17

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Eden Hills Community Development District (the “District”) was established pursuant to the provisions of Chapter 190, *Florida Statutes*, which authorizes the District to levy certain assessments which include benefit and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapters 170 and 197, *Florida Statutes*, for the acquisition, maintenance, construction, or reconstruction of assessable improvements authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the above referenced assessments are non-ad valorem in nature and, therefore, may be levied and collected under the provisions of Section 197.3632, *Florida Statutes*, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments (the “Uniform Method”); and

WHEREAS, effective June 7, 2021, the boundaries of the District were subsequently amended by an ordinance of the City Commission of the City of Lake Alfred, Florida, to include approximately 25.74 additional acres of land to those lands within the boundaries of the District (“Expansion Parcels”); and

WHEREAS, the Board has previously adopted Resolution 2021-11 declaring the intent to use the Uniform Method over the Expansion Parcels for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, over certain lands within the District as described therein; and

WHEREAS, pursuant to Section 197.3632, *Florida Statutes*, the District has caused notice of a public hearing on the District’s intent to use the Uniform Method to be advertised weekly in a newspaper of general circulation within Polk County for four (4) consecutive weeks prior to such hearing; and

WHEREAS, the District has held a public hearing pursuant to Section 197.3632, *Florida Statutes*, where public and landowners were allowed to give testimony regarding the use of the Uniform Method; and

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

Statutes, for special assessments, including benefit and maintenance assessments, over all the lands in the District as further described in **Exhibit A**.

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

SECTION 1. The Eden Hills Community Development District upon conducting its public hearing as required by Section 197.3632, *Florida Statutes*, hereby expresses its need and intent to use the Uniform Method of collecting assessments imposed by the District over the lands described in **Exhibit A**, as provided in Chapters 170 and 190, *Florida Statutes*, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, *Florida Statutes*, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District's use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

SECTION 2. The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Polk County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 11th day of August, 2021.

ATTEST:

**EDEN HILLS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Legal Description of Expansion Parcels

EXHIBIT A - Legal Description of Expansion Parcel

PARCEL 262729-000000-033010

COMMENCING AT THE SECTION POST AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 27 SOUTH, RANGE 26 EAST, RUNNING THENCE SOUTH 990 FEET; THENCE EAST 1650 FEET; THENCE NORTH TO THE NORTH LINE OF SAID SECTION AND THENCE WEST ALONG SECTION LINE TO THE PLACE OF BEGINNING, LESS AND EXCEPT THE FOLLOWING: COMMENCE AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 27 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, RUN THENCE SOUTH 00°07'20" WEST ALONG THE WEST BOUNDARY OF SAID SECTION 29, 700.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°07'20" WEST ALONG SAID WEST BOUNDARY OF SAID SECTION 27, 290.00 FEET; THENCE SOUTH 89°46'50" EAST, 1650.00 FEET; THENCE NORTH 00°07'20" EAST, 337.45 FEET; THENCE SOUTH 88°34'20" WEST, 1650.60 FEET TO THE POINT OF BEGINNING.

SECTION VII

RESOLUTION 2021-18

A RESOLUTION OF THE BOARD OF SUPERVISORS OF EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF ITS EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2021 (THE "SERIES 2021 BONDS"); DETERMINING CERTAIN DETAILS OF THE SERIES 2021 BONDS AND ESTABLISHING CERTAIN PARAMETERS FOR THE SALE THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND SUPPLEMENTAL TRUST INDENTURE; AUTHORIZING THE NEGOTIATED SALE OF THE SERIES 2021 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT TO THE SERIES 2021 BONDS AND AWARDING THE SERIES 2021 BONDS TO THE UNDERWRITER NAMED THEREIN; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM RELATING TO THE SERIES 2021 BONDS AND ITS USE BY THE UNDERWRITER IN CONNECTION WITH THE OFFERING FOR SALE OF THE SERIES 2021 BONDS; APPROVING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM RELATING TO THE SERIES 2021 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; PROVIDING FOR THE APPLICATION OF SERIES 2021 BOND PROCEEDS; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2021 BONDS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Eden Hills Community Development District (the "District") is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") and created by Ordinance No. 1422-19 enacted by the City Commission of the City of Lake Alfred, Florida (the "City") on October 21, 2019 with an effective date of October 31, 2019 as amended by Ordinance No. 1456-21 enacted by the City on June 7, 2021 with an effective date of June 16, 2021; and

WHEREAS, pursuant to the Act and Resolution No. 2020-24 duly adopted by the Board of Supervisors of the District on November 1, 2019 (the "Bond Resolution"), the Board of Supervisors has approved the form of a Master Trust Indenture (the "Master Indenture"), between the District and U.S. Bank National Association, as Trustee (the "Trustee"); and

WHEREAS, pursuant to the Act, the Bond Resolution and Resolution No. 2020-36 duly adopted by the Board of Supervisors of the District on February 12, 2020 as amended by

Resolution No. 2020-41 adopted on August 12, 2020, under the Master Trust Indenture (the "Master Indenture") and a First Supplemental Trust Indenture, each dated as of November 1, 2020 and each by and between the District and the Trustee, the District issued \$2,950,000 aggregate principal amount of Special Assessment Bonds, Series 2020 to pay all or a portion of the costs of the planning, financing, construction and/or acquisition of the Series 2020 Project serving Phase 1 of four planned phases (the "Development"), as defined therein, and secured by special assessments on the Phase 1 lands; and

WHEREAS, on August 11, 2021 the District approved an Amended and Restated Master Assessment Methodology dated August 11, 2021 (the "Amended and Restated Master Assessment Methodology"), prepared by the District's Methodology Consultant, Governmental Management Services – Central Florida, LLC, setting forth the District's methodology for allocating debt to property within the District; and

WHEREAS, the District duly adopted Resolution No. 2021-09 on July 8, 2021, declaring the levy and collection of special assessments (the "Special Assessments") pursuant to the Act and Chapter 170, Florida Statutes, indicating the location, nature and estimated cost of the improvements which cost is to be defrayed by the Special Assessments, providing the manner in which the Special Assessments will be made, designating the lands upon which the Special Assessments will be levied, authorizing the preparation of a preliminary assessment roll and fixing the time and place of a public hearing; and

WHEREAS, the District duly adopted Resolution No. 2021-10 on July 8, 2021 setting a public hearing to be held on August 11, 2021, for the purpose of hearing public comment on imposing the Special Assessments; and

WHEREAS, the District has determined to undertake Phases "2A" and "2B" of the residential development and to provide public infrastructure for 402 and 70 homesites, respectively (collectively, the "Series 2021 Project"), as described more particularly in the Amended and Restated Engineer's Report for Capital Improvements dated June 8, 2021, and adopted by the Board of Supervisors on August 11, 2021, and prepared by Wood & Associates Engineering, LLC; and

WHEREAS, the District has determined to issue its Eden Hills Community Development District Special Assessment Bonds, Series 2021 (the "Series 2021 Bonds") for the primary purpose of providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Series 2021 Project, as summarized in Schedule I, attached hereto; and

WHEREAS, the District obtained a final judgment in the Tenth Judicial Circuit Court in and for Polk County, Florida on January 29, 2020 with an appeals period following, validating Bonds to be issued under the Indenture (as defined herein); and

WHEREAS, the Series 2021 Bonds will be secured by the Special Assessments levied and imposed on assessable land within the District in accordance with the Amended and Restated Master Assessment Methodology; and

WHEREAS, there has been submitted to this meeting with respect to the issuance and sale of the Series 2021 Bonds and submitted to the Board:

- (i) a form of Second Supplemental Trust Indenture between the Trustee and the District attached hereto as Exhibit A (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Indenture");
- (ii) a form of Bond Purchase Contract with respect to the Series 2021 Bonds between FMSbonds, Inc. (the "Underwriter") and the District attached hereto as Exhibit B (the "Bond Purchase Contract"), together with the form of a disclosure statement attached to the Bond Purchase Contract in accordance with Section 218.385, Florida Statutes; and
- (iii) a form of Preliminary Limited Offering Memorandum relating to the Series 2021 Bonds, attached hereto as Exhibit C (the "Preliminary Limited Offering Memorandum");
- (iv) a form of Rule 15c2-12 Certificate of the District relating to the Preliminary Limited Offering Memorandum, attached hereto as Exhibit D (the "Rule 15c2-12 Certificate"); and
- (v) a form of the Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") to be entered into among the District, the dissemination agent named therein (the "Dissemination Agent"), and any landowner constituting an "Obligated Person" under the terms of the Continuing Disclosure Agreement, attached hereto as Exhibit E;

WHEREAS, any capitalized term used herein and not otherwise expressly defined herein shall have the meaning ascribed thereto in the Indenture; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Eden Hills Community Development District, as follows:

Section 1. Authorization of Issuance of Series 2021 Bonds. There are hereby authorized and directed to be issued: the Eden Hills Community Development District Special Assessment Bonds, Series 2021 (the "Series 2021 Bonds") in an aggregate principal amount not to exceed \$12,000,000, for the purposes of (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Series 2021 Project, (ii) making a deposit to the Series 2021 Reserve Account in an amount equal to the Series 2021 Reserve Requirement, (iii) funding a portion of the interest coming due on the Series 2021 Bonds, and (iv) paying certain costs of issuance in respect of the Series 2021 Bonds. The Series 2021 Bonds shall be issued under and secured by the Indenture, the form of which by reference is hereby incorporated into this resolution as if set forth in full herein.

Section 2. Details of the Series 2021 Bonds. The District hereby determines that the Series 2021 Bonds shall mature in the amounts and at the times, shall bear interest at the rates, be redeemable at the redemption prices and in the manner as determined by the Chairperson of the Board of Supervisors of the District (the "Chairperson") or any member of the Board of

Supervisors designated by the Chairperson (a "Designated Member"), prior to the sale of said Series 2021 Bonds, all in a manner consistent with the requirements of the Bond Resolution and within the parameters set forth in Section 5 hereof.

Section 3. Second Supplemental Indenture. The District hereby approves and authorizes the execution of the Second Supplemental Indenture by the Chairperson or any Designated Member and the Secretary or any Assistant Secretary of the Board of Supervisors (the "Secretary") and the delivery of the Second Supplemental Indenture in substantially the form thereof attached hereto as Exhibit A, with such changes therein as shall be approved by the Chairperson or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of Second Supplemental Indenture attached hereto.

Section 4. Negotiated Sale. The Series 2021 Bonds shall be sold by a negotiated sale to the Underwriter. It is hereby determined by the District that a negotiated sale of the Series 2021 Bonds to the Underwriter will best effectuate the purposes of the Act, is in the best interests of the District and is necessitated by, in general, the characteristics of the issues and prevailing market conditions and specifically, the following additional reasons:

(i) because of the complexity of the financing structure of the Series 2021 Bonds, including the pledge of Special Assessments as security for the Series 2021 Bonds, it is desirable to sell the Series 2021 Bonds pursuant to a negotiated sale so as to have an underwriter involved from the outset of the financing to assist in these matters;

(ii) because of changing market conditions for tax-exempt bonds and the necessity of being able to adjust the terms of the Series 2021 Bonds, it is in the best interests of the District to sell the Series 2021 Bonds by a negotiated sale;

(iii) the Underwriter has participated in structuring the issuance of the Series 2021 Bonds and can assist the District in attempting to obtain the most attractive financing for the District;

(iv) the Series 2021 Bonds do not bear a credit rating and will be offered initially only to accredited investors within the meaning of Chapter 517, Florida Statutes, and the rules of the Florida Department of Financial Services promulgated thereunder; and

(v) the District will not be adversely affected if the Series 2021 Bonds are not sold pursuant to a competitive sale.

Section 5. Bond Purchase Contract. The District hereby approves the form of the Bond Purchase Contract submitted by the Underwriter and attached hereto as Exhibit B, and the sale of the Series 2021 Bonds by the District upon the terms and conditions set forth in the Bond Purchase Contract is hereby approved. The Chairperson or a Designated Member are each hereby authorized, acting individually, to execute the Bond Purchase Contract and to deliver the Bond Purchase Contract to the Underwriter. The Bond Purchase Contract shall be in substantially the form of the Bond Purchase Contract attached hereto as Exhibit B with such changes, amendments, modifications, omissions and additions as may be approved by the Chairperson or the Designated Member; provided, however,

(i) If the Series 2021 Bonds are subject to optional redemption, which determination will be made on or before the sale date of the Series 2021 Bonds, the first optional call date and the redemption price shall be determined on or before the Bond Purchase Contract is executed;

(ii) The interest rate on the Series 2021 Bonds shall not exceed an average net interest cost rate, which shall be computed by adding 300 basis points to The Bond Buyer "20 Bond Index" published immediately preceding the first day of the calendar month in which the bonds are sold, as provided in Section 215.84(3), Florida Statutes, as amended;

(iii) The aggregate principal amount of the Series 2021 Bonds shall not exceed \$12,000,000;

(iv) The Series 2021 Bonds shall have a final maturity not later than the maximum term allowed by Florida law, with a principal amortization period of no longer than thirty (30) years; and

(v) The price at which the Series 2021 Bonds shall be sold to the Underwriter shall not be less than 98% of the aggregate face amount of the Series 2021 Bonds, exclusive of original issue discount.

Execution by the Chairperson or a Designated Member of the Bond Purchase Contract shall be deemed to be conclusive evidence of approval of such changes.

Section 6. Preliminary Limited Offering Memorandum; Final Limited Offering Memorandum. The District hereby approves the form of the Preliminary Limited Offering Memorandum submitted to this meeting and attached hereto as Exhibit C and authorizes its distribution and use in connection with the limited offering for sale of the Series 2021 Bonds. The preparation of a final Limited Offering Memorandum relating to the Series 2021 Bonds (the "Limited Offering Memorandum") is hereby approved and the Chairperson or any Designated Member is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the Series 2021 Bonds and, upon such award, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the Series 2021 Bonds. The Limited Offering Memorandum shall be substantially in the form of the Preliminary Limited Offering Memorandum attached hereto as Exhibit C, with such changes as shall be approved by the Chairperson or Designated Member as necessary to conform the details of the Series 2021 Bonds and such other insertions, modifications and changes as may be approved by the Chairperson or Designated Member. The execution and delivery of the Limited Offering Memorandum by the Chairperson or Designated Member shall constitute evidence of the approval thereof. The District hereby authorizes the use of the Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the Series 2021 Bonds. The Chairperson is further authorized to deem the Preliminary Limited Offering Memorandum "final" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, in the form as mailed, and in furtherance thereof to execute the Rule 15c2-12 Certificate evidencing the same substantially in the forms attached hereto as Exhibit D.

Section 7. Continuing Disclosure. The District hereby authorizes and approves the execution and delivery of the Continuing Disclosure Agreement by and among the District, the Dissemination Agent and any landowner constituting an "Obligated Person" under the Continuing Disclosure Agreement, by the Chairperson or a Designated Member substantially in the form presented to this meeting and attached hereto as Exhibit E, with such changes therein as shall be approved by the Chairperson or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of Continuing Disclosure Agreement attached hereto. The Continuing Disclosure Agreement is being executed by the District in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) promulgated by the U.S. Securities and Exchange Commission.

Section 8. Application of Bond Proceeds. The proceeds of the Series 2021 Bonds shall be applied in the manner required in the Second Supplemental Indenture.

Section 9. Further Official Action; Ratification of Prior and Subsequent Acts. The Chairperson, the Secretary and each member of the Board of Supervisors of the District and any other proper official of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments (including, without limitation, any documents required by the Trustee to evidence its rights and obligations with respect to the Series 2021 Bonds, any documents required in connection with implementation of a book-entry system of registration, and investment agreements relating to the investment of the proceeds of the Series 2021 Bonds and any agreements in connection with maintaining the exclusion of interest on the Series 2021 Bonds from gross income of the holders thereof) and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairperson or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation. The Chairperson or any Designated Member may, among other things, change the date of any document accompanying this Resolution as an exhibit. Execution by the Chairperson or a Designated Member of such document shall be deemed to be conclusive evidence of approval of such change of date. All of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 10. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 11. Inconsistent Proceedings. All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

Section 12. Ratification of Prior Acts. All actions previously taken by or on behalf of the District in connection with the issuance of the Series 2021 Bonds are hereby authorized, ratified and confirmed.

Section 13. Public Meetings. It is hereby found and determined that all formal actions of the District concerning and relating to the adoption of this Resolution and the consummation of the transactions contemplated by this Resolution were adopted in open meetings of the District, and that all deliberations of the District that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

Section 14. Effective Date. This Resolution shall take effect immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE
FOLLOWS]

PASSED in Public Session of the Board of Supervisors of Eden Hills Community Development District, this 11th day of August, 2021.

**EDEN HILLS COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Secretary,
Board of Supervisors

Chairperson, Board of Supervisors

SCHEDULE I

DESCRIPTION OF SERIES 2021 PROJECT

The Series 2021 Project includes, but is not limited to, Phases 2A and 2B of the following improvements:

<u>Infrastructure</u> ⁽¹⁾	<u>Phase 1- Existing (142 Lots) 2019-2023</u>	<u>Phase 2A- Existing (402 Lots) 2021-2024</u>	<u>Phase 2B- Expansion (70 Lots) 2021-2025</u>	<u>Phase 3- Existing (551 Lots) 2021-2025</u>	<u>Total (1165 Lots)</u>
Offsite Improvements to County Road 557 ⁽⁵⁾⁽⁶⁾	\$ 40,000	\$ 140,000	\$ 30,000	\$ 190,000	\$ 400,000
Offsite Roadway Improvements to Old Lake Alfred Road, Cass Road, and Adams Barn Road	48,000	110,000	30,000	160,000	348,000
Stormwater Management ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾	1,300,000	2,000,000	370,000	2,700,000	6,370,000
Utilities (Water, Sewer, & Street Lighting) ⁽⁵⁾⁽⁶⁾⁽⁸⁾	680,000	4,265,000	800,000	5,800,000	11,545,000
Internal Roadways (not referenced above) ⁽⁴⁾⁽⁵⁾⁽⁶⁾⁽¹⁰⁾	480,000	1,700,000	310,000	2,300,000	4,790,000
Entry Feature ⁽⁶⁾⁽⁷⁾	130,000	300,000	65,000	400,000	895,000
Parks and Recreational Facilities ⁽⁶⁾	190,000	430,000	80,000	590,000	1,290,000
Contingency	250,000	890,000	170,000	1,200,000	2,510,000
TOTAL	\$3,118,000	\$9,835,000	\$1,855,000	\$13,340,000	\$28,148,000

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 and 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 2021 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and buffer 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 1165 lots.
10. Internal sidewalks shall be constructed along common areas only.
11. The improvements will be on land that upon acquisition of the improvement by the District, is owned by, or subject to a permanent easement in favor of, the district or another governmental entity.

Source: Eden Hills Community Development District the Amended and Restated Engineer's Report for Capital Improvements dated June 8, 2021, prepared by Wood & Associates Engineering, LLC.

EXHIBIT A

FORM OF SECOND SUPPLEMENTAL INDENTURE

SECOND SUPPLEMENTAL TRUST INDENTURE

between

**EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
(CITY OF LAKE ALFRED, FLORIDA)**

and

U.S. BANK NATIONAL ASSOCIATION

as Trustee

Dated as of _____ 1, 2021

**Authorizing and Securing
\$ _____
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021**

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THIS **SECOND SUPPLEMENTAL TRUST INDENTURE** (the "Second Supplemental Trust Indenture"), dated as of _____ 1, 2021, between the **EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT** (together with its successors and assigns, the "Issuer" or the "District"), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in Orlando, Florida, as trustee (said national banking association and any bank or trust company becoming successor trustee under this Second Supplemental Trust Indenture being hereinafter referred to as the "Trustee");

WITNESSETH:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") created pursuant to Ordinance No. 1422-19 (the "Ordinance") enacted by the City Commission of the City of Lake Alfred, Florida (the "City") on October 21, 2019, with an effective date of October 31, 2019 as amended by Ordinance No. 1456-21 enacted by the City on June 7, 2021 with an effective date of June 16, 2021, for the purposes of delivering community development services and facilities to property to be served by the District (as defined below); and

WHEREAS, the premises governed by the Issuer (the "District Lands") (as further described in Exhibit A attached to the Master Indenture (as defined herein)) currently consist of approximately 370.91 acres of land located entirely within the City; and

WHEREAS, the Issuer has been created for the purpose of delivering certain community development services and facilities for the benefit of the District Lands; and

WHEREAS, the Issuer has determined to undertake, in four phases, the acquisition and/or construction of public infrastructure improvements and community facilities for the special benefit of the District Lands (the "Project"), as described in the Amended and Restated Engineer's Report for Capital Improvements dated June 8, 2021, and adopted by the Board on August 11, 2021, prepared by Wood & Associates Engineering, LLC, and summarized in Exhibit A attached hereto; and

WHEREAS, the District obtained a final judgment in the Tenth Judicial Circuit Court in and for Polk County, Florida on January 29, 2020, validating Bonds to be issued under the Master Indenture, with no timely appeals filed; and

WHEREAS, the Issuer has previously adopted Resolution No. 2020-24 on November 1, 2019 (the "Original Authorizing Resolution"), authorizing the issuance of not to exceed \$25,000,000 in aggregate principal amount of its Special Assessment Bonds (the "Bonds") to finance all or a portion of the planning, design, acquisition and construction costs of the Project pursuant to the Act for the special benefit of the District Lands or portions thereof and approving the form of and authorizing the execution and delivery of the Master Indenture; and

WHEREAS, pursuant to the Original Authorizing Resolution and Resolution Nos. 2020-36 and 2020-41 adopted by the Board on February 12, 2021 and August 12, 2021,

respectively, the District issued its \$2,950,000 aggregate principal amount of Eden Hills Community Development District Special Assessment Bonds, Series 2020, pursuant to the Master Indenture, as amended and supplemented from time to time, in particular as supplemented by the First Supplemental Trust Indenture dated as of November 1, 2020, the proceeds of which were used to provide funds for the payment of a portion of the costs of the Project known as Phase 1 (as presented in Schedule "I" of the Original Authorizing Resolution); and

WHEREAS, the District has determined to undertake the development of the public infrastructure necessary for the development of "Phase 2A" comprised of 402 residential units and "Phase 2B" comprised of 70 residential units within the District (the "Series 2021 Project"); and

WHEREAS, the Issuer has determined to issue a second Series of Bonds, designated as the Eden Hills Community Development District Special Assessment Bonds, Series 2021 (the "Series 2021 Bonds"), pursuant to that certain Master Indenture and this Second Supplemental Trust Indenture (hereinafter sometimes collectively referred to as the "Series 2021 Indenture"); and

WHEREAS, in the manner provided herein, the proceeds of the Series 2021 Bonds will be used for the purposes of (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Series 2021 Project, (ii) funding a deposit to the Series 2021 Reserve Account in the amount of the Series 2021 Reserve Requirement, (iii) paying a portion of the interest coming due on the Series 2021 Bonds, and (iv) paying the costs of issuance of the Series 2021 Bonds; and

WHEREAS, the Series 2021 Bonds will be secured by a pledge of Series 2021 Pledged Revenues (as herein defined) to the extent provided herein.

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL TRUST INDENTURE WITNESSETH, that to provide for the issuance of the Series 2021 Bonds, the security and payment of the principal or redemption price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2021 Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2021 Bonds by the Holders thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to U.S. Bank National Association, as Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Series 2021 Pledged Revenues as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series 2021 Bonds issued hereunder, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and, to the extent the same may be lawfully granted, any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the Series 2021 Indenture with respect to the Series 2021 Bonds.

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Holders of the Series 2021 Bonds issued and to be issued under this Second Supplemental Trust Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Second Supplemental Trust Indenture) of any one Series 2021 Bond over any other Series 2021 Bond, all as provided in the Series 2021 Indenture.

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or redemption price of the Series 2021 Bonds issued, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2021 Bonds and the Series 2021 Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Series 2021 Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Second Supplemental Trust Indenture and the rights hereby granted shall cease and terminate, otherwise this Second Supplemental Trust Indenture to be and remain in full force and effect.

ARTICLE I DEFINITIONS

In this Second Supplemental Trust Indenture capitalized terms used without definition shall have the meanings ascribed thereto in the Master Indenture and, in addition to certain terms defined in the recitals above, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

"Acquisition Agreements" shall mean the certain Agreements by and between the District and each of the Landowners, respectively, regarding the acquisition of certain work product, improvements and real property, dated _____, 2021.

"Arbitrage Certificate" shall mean that certain Arbitrage Certificate, including arbitrage rebate covenants, of the Issuer, dated _____, 2021, relating to certain restrictions on arbitrage under the Code with respect to the Series 2021 Bonds.

"Assessment Resolutions" shall mean Resolution Nos. 2021-09, 2021-10, 2021-[], and 2021-[] of the Issuer adopted on July 8, 2021, July 8, 2021, [], 2021], and [], 2021], respectively, as amended and supplemented from time to time.

"Authorized Denomination" shall mean, with respect to the Series 2021 Bonds, on the date of issuance in the denominations of \$5,000 and any integral multiple thereof; provided, however, if any initial Beneficial Owner (as defined in the Master Indenture) does not purchase at least \$100,000 of the Series 2021 Bonds at the time of initial delivery of the Series 2021 Bonds, such Beneficial Owner must either execute and deliver to the Issuer and the Underwriter on the date of delivery of the Series 2021 Bonds the investor letter in the form attached hereto as Exhibit D or otherwise establish to the satisfaction of the Underwriter that such Beneficial Owner is an

"accredited investor," as described in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended.

"Collateral Assignments" shall mean the agreements wherein certain rights and material documents necessary to complete the development planned by each of the Series 2021 Landowners, respectively on the District Lands are collaterally assigned to the District as security for each of the Series 2021 Landowners' obligation to pay the Series 2021 Special Assessments imposed against such lands which are within the Series 2021 Assessment Area subject to the Series 2021 Special Assessments and owned by each of the Series 2021 Landowners, respectively, from time to time.

"Completion Agreements" shall mean the Agreements between the District and each of the Series 2021 Landowners regarding the completion of certain improvements, dated _____, 2021.

"Continuing Disclosure Agreement" shall mean the Continuing Disclosure Agreement for the benefit of the Beneficial Owners of the Series 2021 Bonds, dated _____, 2021, by and among the Issuer, the dissemination agent named therein, and the Series 2021 Landowners, in connection with the issuance of the Series 2021 Bonds.

"Declaration of Consents" shall mean those certain instruments executed by each of the Series 2021 Landowners, respectively, declaring consent to the jurisdiction of the District and the imposition of the Series 2021 Special Assessments.

"Defeasance Securities" shall mean, with respect to the Series 2021 Bonds, to the extent permitted by law, (a) cash deposits, and (b) direct obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of Treasury) which are non-callable and non-prepayable.

"District Manager" shall mean Governmental Management Services – Central Florida, LLC, and its successors and assigns.

["Eden Hills Addition 2" shall mean Eden Hills Addition 2, LLC, a Florida limited liability company, and its successors and assigns.]

"Engineer's Report" shall mean the Amended and Restated Engineer's Report for Capital Improvements dated June 8, 2021.

"Heath Construction" shall mean Heath Construction and Management, LLC a Florida limited liability company, and its successors and assigns.

"Interest Payment Date" shall mean May 1 and November 1 of each year, commencing May 1, 2022.

"Investment Securities" shall mean and include any of the following securities, if and to the extent that such securities are legal investments for funds of the Issuer:

- (a) Government Obligations;

(b) money market deposit accounts, time deposits, and certificates of deposits issued by commercial banks, savings and loan associations or mutual savings banks whose short-term obligations are rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody's and S&P;

(c) commercial paper (having maturities of not more than 270 days) rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody's and S&P;

(d) obligations of any state of the United States or political subdivision thereof or constituted authority thereof the interest on which is exempt from federal income taxation under Section 103 of the Code and rated in one of the top two rating categories by both Moody's and S&P at the time of purchase;

(e) both (A) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or a regulated investment company (as defined in Section 851(a) of the Code) that is a money market fund that is rated in the highest rating category for such funds by both Moody's and S&P, and (B) shares of money market mutual funds that invest only in Government Obligations and repurchase agreements secured by such obligations, which funds are rated in the highest categories for such funds by both Moody's and S&P at the time of purchase;

(f) bonds, notes and other debt obligations of any corporation organized under the laws of the United States, any state or organized territory of the United States or the District of Columbia, if such obligations are rated in one of the three highest ratings by both Moody's and S&P or in one of the two highest categories by either S&P or Moody's at the time of purchase; and

(g) the Local Government Surplus Funds Trust Fund as described in Florida Statutes, Section 218.405 or the corresponding provisions of subsequent laws provided that such fund, at the time of purchase, is rated at least "AA" by S&P (without regard to gradation) or at least "Aa" by Moody's (without regard to gradation).

Under all circumstances the Trustee shall be entitled to conclusively rely that any investment directed by the Issuer in writing is permitted under the Indenture, and a legal investment for funds of the Issuer.

"JMB" shall mean Jack M. Berry, Inc., a Florida corporation, and its successors and assigns.

"Majority Holders" means the Beneficial Owners of more than fifty percent (50%) in aggregate principal amount of the Outstanding Series 2021 Bonds.

"Master Indenture" shall mean the Master Trust Indenture, dated as of November 1, 2020, by and between the Issuer and the Trustee, as supplemented and amended with respect to matters pertaining solely to the Master Indenture or the Series 2021 Bonds (as opposed to supplements or amendments relating to any Series of Bonds other than the Series 2021 Bonds as specifically defined in this Second Supplemental Trust Indenture).

"Paying Agent" shall mean U.S. Bank National Association, and its successors and assigns as Paying Agent hereunder.

"Phase 2A – Series 2021 Assessment Area Acquisition and Construction Account" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Second Supplemental Trust Indenture in connection with components of the Series 2021 Project related to Phase 2A.

"Phase 2A" means approximately ____ acres of District Lands planned for 402 residential units and owned by JMB.

"Phase 2B – Series 2021 Assessment Area Acquisition and Construction Account" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Second Supplemental Trust Indenture in connection with components of the Series 2021 Project related to Phase 2B.

"Phase 2B" means approximately ____ acres of District Lands planned for 70 residential units and owned by **[Eden Hills Addition 2]**.

"Prepayment" shall mean the payment by any owner of property of the amount of Series 2021 Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments.

"Project" shall mean all of the public infrastructure deemed necessary for the development of the District including, but not limited to, the Series 2021 Project.

"Quarterly Redemption Date" shall mean each February 1, May 1, August 1, and November 1 of any calendar year.

"Redemption Price" shall mean the principal amount of any Series 2021 Bond plus the applicable premium, if any payable upon redemption thereof pursuant to this Second Supplemental Trust Indenture.

"Registrar" shall mean U.S. Bank National Association and its successors and assigns as Registrar hereunder.

"Regular Record Date" shall mean the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date or the date on which the principal of the Series 2021 Bonds are to be paid.

"Reserve Release Conditions #1" shall mean collectively (i) all lots in the Series 2021 Assessment Area have been sold and closed to homebuilders, as certified by the District Manager in writing and upon which the Trustee may conclusively rely, and (ii) there shall be no Events of Default under the Series 2021 Indenture with respect to the Series 2021 Bonds, as certified by the District Manager.

"Reserve Release Conditions #2" shall mean collectively (i) satisfaction of Reserve Release Conditions #1, (ii) all homes within the Series 2021 Assessment Area have been built, sold and

closed with end-users, and (iii) all of the principal portion of the Series 2021 Special Assessments has been assigned to such homes, as certified by the District Manager in writing and upon which the Trustee may conclusively rely.

"Resolution" shall mean, collectively, (i) Resolution No. 2019-24 of the Issuer adopted on November 1, 2019, pursuant to which the Issuer authorized the issuance of not exceeding \$25,000,000 aggregate principal amount of its Bonds to finance the construction or acquisition of the Project, and (ii) Resolution No. 2021-18 of the Issuer adopted on August 11, 2021 (the "Delegation Resolution"), pursuant to which the Issuer authorized, among other things, the issuance of the Series 2021 Bonds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Series 2021 Project, specifying the details of the Series 2021 Bonds and awarding the Series 2021 Bonds to the purchasers of the Series 2021 Bonds.

"Series 2021 Acquisition and Construction Accounts" shall mean the Phase 2A – Series 2021 Assessment Area Acquisition and Construction Account and the Phase 2B – Series 2021 Assessment Area Acquisition and Construction Account established as separate Accounts within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Second Supplemental Trust Indenture.

"Series 2021 Assessment Area" shall mean the approximately _____ acres of land within the District currently planned for 402 residential units comprising Phase 2A and 70 residential units comprising Phase 2B.

"Series 2021 Bond Redemption Account" shall mean the Account so designated, established as a separate Account within the Bond Redemption Fund pursuant to Section 4.01(g) of this Second Supplemental Trust Indenture.

"Series 2021 Bonds" shall mean the \$_____ aggregate principal amount of Eden Hills Community Development District Special Assessment Bonds, Series 2021 , to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and this Second Supplemental Trust Indenture, and secured and authorized by the Master Indenture and this Second Supplemental Trust Indenture.

"Series 2021 Costs of Issuance Account" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Second Supplemental Trust Indenture.

"Series 2021 General Redemption Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2021 Bond Redemption Account pursuant to Section 4.01(g) of this Second Supplemental Trust Indenture.

"Series 2021 Indenture" shall mean collectively, the Master Indenture and this Second Supplemental Trust Indenture.

"Series 2021 Interest Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(d) of this Second Supplemental Trust Indenture.

"Series 2021 Landowners" shall mean collectively JMB and **[Eden Hills Addition 2]**.

"Series 2021 Optional Redemption Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2021 Bond Redemption Account pursuant to Section 4.01(g) of this Second Supplemental Trust Indenture.

"Series 2021 Pledged Revenues" shall mean with respect to the Series 2021 Bonds (a) all revenues received by the Issuer from Series 2021 Special Assessments levied and collected on the assessable lands within the Series 2021 Assessment Area, benefitted by the Series 2021 Project, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2021 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2021 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Series 2021 Indenture created and established with respect to or for the benefit of the Series 2021 Bonds; provided, however, that Series 2021 Pledged Revenues shall not include (A) any moneys transferred to the Series 2021 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2021 Costs of Issuance Account of the Acquisition and Construction Fund, and (C) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Series 2021 Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso).

"Series 2021 Prepayment Principal" shall mean the portion of a Prepayment corresponding to the principal amount of Series 2021 Special Assessments being prepaid pursuant to Section 4.05 of this Second Supplemental Trust Indenture or Series 2021 Special Assessments collected as a result of an acceleration of the Series 2021 Special Assessments pursuant to Section 170.10, Florida Statutes, if such Series 2021 Special Assessments are being collected through a direct billing method.

"Series 2021 Prepayment Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2021 Bond Redemption Account pursuant to Section 4.01(g) of this Second Supplemental Trust Indenture.

"Series 2021 Project" shall mean the public infrastructure described on Exhibit A attached hereto benefitting the Series 2021 Assessment Area and referred to herein as Phase 2A and Phase 2B.

"Series 2021 Rebate Account" shall mean the Account so designated, established as a separate Account within the Rebate Fund pursuant to Section 4.01(j) of this Second Supplemental Trust Indenture.

"Series 2021 Reserve Account" shall mean the Account so designated, established as a separate Account within the Reserve Fund pursuant to Section 4.01(f) of this Second Supplemental Trust Indenture.

"Series 2021 Reserve Requirement" or "Reserve Requirement" shall be (i) initially, an amount equal to the maximum annual debt service on the Series 2021 Bonds as calculated from time to time; (ii) upon the occurrence of the Reserve Release Conditions #1, fifty percent (50%)

of the maximum annual debt service on the Series 2021 Bonds as calculated from time to time; and (iii) upon the occurrence of the Reserve Release Conditions #2, ten percent (10%) of the maximum annual debt service on the Series 2021 Bonds as calculated from time to time. Upon satisfaction of the Reserve Release Conditions #1 or Reserve Release Conditions #2, as applicable, such excess amount shall be released from the Series 2021 Reserve Account and transferred to either or both of the respective Series 2021 Acquisition and Construction Accounts in accordance with the provisions of Sections 4.01(a) and 4.01(f) hereof. For the purpose of calculating the Series 2021 Reserve Requirement, maximum annual debt service, fifty percent (50%) of maximum annual debt service, or ten percent (10%) of maximum annual debt service, as the case may be, shall be recalculated in connection with the extraordinary mandatory redemption described in Sections 3.01(b)(i) and 3.01(b)(iii) hereof (but not upon the optional or mandatory sinking fund redemption thereof) and such excess amount shall be released from the Series 2021 Reserve Account and, other than as provided in the immediately preceding sentence, transferred to the Series 2021 General Redemption Subaccount or the Series 2021 Prepayment Subaccount as applicable, in accordance with the provisions of Sections 3.01(b)(i), 3.01(b)(iii), 4.01(f), 4.01(i) and 4.05(a) hereof. Amounts on deposit in the Series 2021 Reserve Account may, upon final maturity or redemption of all Outstanding Series 2021 Bonds be used to pay principal of and interest on the Series 2021 Bonds at that time. Initially, the Series 2021 Reserve Requirement shall be equal to \$_____.

"Series 2021 Revenue Account" shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 4.01(b) of this Second Supplemental Trust Indenture.

"Series 2021 Sinking Fund Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(e) of this Second Supplemental Trust Indenture.

"Series 2021 Special Assessments" shall mean the Special Assessments levied on the assessable lands within the Series 2021 Assessment Area as a result of the Issuer's acquisition and/or construction of the Series 2021 Project, corresponding in amount to the debt service on the Series 2021 Bonds and designated as such in the methodology report relating thereto.

"Substantially Absorbed" means the date at least 90% of the principal portion of the Series 2021 Special Assessments have been assigned to residential units within the Series 2021 Assessment Area that have received certificates of occupancy. The District shall present the Trustee with a certification that the Series 2021 Special Assessments are Substantially Absorbed and the Trustee may rely conclusively upon such certification and shall have no duty to verify if the Series 2021 Special Assessments are Substantially Absorbed.

"True-Up Agreements" shall mean each of the Agreements dated _____, 2021, by and between the Issuer and each of the Series 2021 Landowners, respectively, relating to the true-up of Series 2021 Special Assessments.

"Underwriter" shall mean FMSbonds, Inc., the underwriter of the Series 2021 Bonds.

The words "hereof," "herein," "hereto," "hereby," and "hereunder" (except in the form of Series 2021 Bonds), refer to the entire Series 2021 Indenture.

Every "request," "requisition," "order," "demand," "application," "notice," "statement," "certificate," "consent," or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by the Chairperson or Vice Chairperson and the Treasurer or Assistant Treasurer or the Secretary or Assistant Secretary or Responsible Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

[END OF ARTICLE I]

ARTICLE II THE SERIES 2021 BONDS

SECTION 2.01. Amounts and Terms of Series 2021 Bonds; Issue of Series 2021 Bonds. No Series 2021 Bonds may be issued under this Second Supplemental Trust Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a) The total principal amount of Series 2021 Bonds that may be issued under this Second Supplemental Trust Indenture is expressly limited to \$ _____. The Series 2021 Bonds shall be numbered consecutively from R-1 and upwards.

(b) Any and all Series 2021 Bonds shall be issued substantially in the form attached hereto as Exhibit B, with such appropriate variations, omissions and insertions as are permitted or required by the Series 2021 Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution. The Issuer shall issue the Series 2021 Bonds upon execution of this Second Supplemental Trust Indenture and satisfaction of the requirements of Section 3.01 of the Master Indenture; and the Trustee shall, at the Issuer's request, authenticate such Series 2021 Bonds and deliver them as specified in the request.

SECTION 2.02. Execution. The Series 2021 Bonds shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 2.03. Authentication. The Series 2021 Bonds shall be authenticated as set forth in the Master Indenture. No Series 2021 Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

SECTION 2.04. Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2021 Bonds.

(a) The Series 2021 Bonds are being issued hereunder in order to provide funds for the purposes of (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Series 2021 Project, (ii) funding a deposit to the Series 2021 Reserve Account in the amount of the Series 2021 Reserve Requirement, (iii) paying a portion of the interest coming due on the Series 2021 Bonds and (iv) paying the costs of issuance of the Series 2021 Bonds. The Series 2021 Bonds shall be designated "Eden Hills Community Development District Special Assessment Bonds, Series 2021," and shall be issued as fully registered Bonds without coupons in Authorized Denominations.

(b) The Series 2021 Bonds shall be dated as of the date of initial delivery. Interest on the Series 2021 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2021 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to May 1, 2021, in which case from the date of initial delivery or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(c) Except as otherwise provided in Section 2.07 of this Second Supplemental Trust Indenture in connection with a book entry only system of registration of the Series 2021 Bonds, the principal or Redemption Price of the Series 2021 Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Series 2021 Bonds. Except as otherwise provided in Section 2.07 of this Second Supplemental Trust Indenture in connection with a book entry only system of registration of the Series 2021 Bonds, the payment of interest on the Series 2021 Bonds shall be made on each Interest Payment Date to the Registered Owners of the Series 2021 Bonds by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Registered Owner as such Registered Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at his address as it appears on the Bond Register. Any interest on any Series 2021 Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Registered Owner in whose name the Series 2021 Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Registered Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Registered Owner of Series 2021 Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Registered Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Registered Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date.

SECTION 2.05. Debt Service on the Series 2021 Bonds.

(a) The Series 2021 Bonds will mature on May 1 in the years and in the principal amounts, and bear interest at the rates all set forth below, subject to the right of prior redemption in accordance with their terms.

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
	\$	%

(b) Interest on the Series 2021 Bonds will be computed in all cases on the basis of a 360 day year of twelve 30 day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2021 Bonds on the day before the default occurred.

SECTION 2.06. Disposition of Series 2021 Bond Proceeds. From the net proceeds of the Series 2021 Bonds received by the Trustee in the amount of \$_____. (par amount of \$_____, plus bond premium of \$_____ and less underwriter's discount of \$396,200.00 which is retained by the underwriter of the Series 2021 Bonds):

(a) \$_____, which is an amount equal to the Series 2021 Reserve Requirement, shall be deposited in the Series 2021 Reserve Account of the Reserve Fund;

(b) \$_____, shall be deposited into the Series 2021 Interest Account and applied to pay interest coming due on the Series 2021 Bonds through May 1, 2022;

(c) \$_____, shall be deposited into the Series 2021 Costs of Issuance Account of the Acquisition and Construction Fund for payment of the costs of issuing the Series 2021 Bonds; and

(d) \$_____, shall be deposited into the Phase 2A – Series 2021 Assessment Area Acquisition and Construction Account, which the Issuer shall cause to be first applied to the payment of costs of Phase 2A of the Series 2021 Project, subject to and in accordance with Section 4.01(a) hereof, Article V of the Master Indenture and the terms of the Acquisition Agreement.

(e) \$_____, representing the balance of the net proceeds of the Series 2021 Bonds, shall be deposited into the Phase 2B – Series 2021 Assessment Area Acquisition and Construction Account, which the Issuer shall cause to be first applied to the payment of costs of Phase 2B of the Series 2021 Project, subject to and in accordance with Section 4.01(a) hereof, Article V of the Master Indenture and the terms of the Acquisition Agreement.

SECTION 2.07. Book-Entry Form of Series 2021 Bonds. The Series 2021 Bonds shall be issued as one fully registered bond for each maturity of Series 2021 Bonds and deposited with The Depository Trust Company ("DTC"), New York, New York, which is responsible for establishing and maintaining records of ownership for its participants.

As long as the Series 2021 Bonds are held in book-entry-only form, Cede & Co. shall be considered the Registered Owner for all purposes hereof and in the Master Indenture. The Series 2021 Bonds shall not be required to be presented for payment. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants ("DTC Participants") and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly ("Indirect Participants"). The DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2021 Bonds ("Beneficial Owners").

Principal and interest on the Series 2021 Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC. Disbursal of such amounts to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Series 2021 Bonds, through DTC Participants and Indirect Participants.

During the period for which Cede & Co. is Registered Owner of the Series 2021 Bonds, any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall be responsible for notices to DTC Participants and DTC Participants shall be responsible for notices to Indirect Participants, and DTC Participants and Indirect Participants shall be responsible for notices to Beneficial Owners.

The Issuer and the Trustee, if appropriate, shall enter into a blanket letter of representations with DTC providing for such book-entry-only system. Such agreement may be terminated at any time by either DTC or the Issuer in accordance with the procedures of DTC. In the event of such termination, the Issuer shall select another securities depository and in that event, all references herein to DTC or Cede & Co., shall be deemed to be for reference to such successor. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Series 2021 Bonds in the form of fully registered Series 2021 Bonds in accordance with the instructions from Cede & Co.

In the event DTC, any successor of DTC or the Issuer, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Series 2021 Bonds may be exchanged for an equal aggregate principal amount of Series 2021 Bonds in other Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee.

SECTION 2.08. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the "Bond Register") for the registration, transfer and exchange of the Series 2021 Bonds, and hereby appoints U.S. Bank National Association, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. U.S. Bank National Association hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints U.S. Bank National Association as Paying Agent for the Series 2021 Bonds. U.S. Bank National Association hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

SECTION 2.09. Conditions Precedent to Issuance of the Series 2021 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2021 Bonds, all the Series 2021 Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Assessment Resolutions;

(b) Copy of the executed Master Indenture and an executed copy of this Second Supplemental Trust Indenture;

(c) Opinions of Counsel required by the Master Indenture;

(d) A certificate of an authorized officer to the effect that, upon the authentication and delivery of the Series 2021 Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Second Supplemental Trust Indenture;

(e) Copies of executed investor letters in the form attached hereto as Exhibit D if such investor letter is required, as determined by the Underwriter; and

(f) Executed copies of the Arbitrage Certificate, the True-Up Agreements, the Acquisition Agreements, Declaration of Consents, the Completion Agreements, the Continuing Disclosure Agreement and the Collateral Assignments.

Payment to the Trustee of the net proceeds of the Series 2021 Bonds shall be conclusive evidence that the foregoing conditions have been fulfilled to the satisfaction of the Issuer and the Underwriter.

[END OF ARTICLE II]

ARTICLE III REDEMPTION OF SERIES 2021 BONDS

SECTION 3.01. Redemption Dates and Prices. The Series 2021 Bonds shall be subject to redemption at the times and in the manner provided in Article VIII of the Master Indenture and in this Article III. All payments of the Redemption Price of the Series 2021 Bonds shall be made on the dates hereinafter required. Except as otherwise provided in this Section 3.01, if less than all the Series 2021 Bonds of a maturity are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee shall select the Series 2021 Bonds or portions of the Series 2021 Bonds to be redeemed by lot. Partial redemptions of Series 2021 Bonds shall, to the extent possible, be made in such a manner that the remaining Series 2021 Bonds held by each Bondholder shall be in Authorized Denominations, except for the last remaining Series 2021 Bond.

The Series 2021 Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the Redemption Price of the Series 2021 Bonds shall be made on the dates specified below. Upon any redemption of Series 2021 Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2021 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2021 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2021 Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption amount is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

(a) Optional Redemption. The Series 2021 Bonds maturing after May 1, 20__ may, at the option of the Issuer be called for redemption prior to maturity as a whole or in part, at any time, on or after May 1, 20__ (less than all Series 2021 Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2021 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date through which interest has been paid to the redemption date from moneys on deposit in the Series 2021 Optional Redemption Subaccount of the Series 2021 Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of Series 2021 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2021 Bonds is substantially level.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2021 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2021 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2021 Prepayment Principal deposited into the Series 2021 Prepayment Subaccount of the Series 2021 Bond Redemption Account following the payment in whole or in part of Series 2021 Special Assessments on any assessable property within the District in accordance with the provisions of Section 4.05(a) of this Second Supplemental Trust Indenture, together with any excess moneys transferred by the Trustee from the Series 2021 Reserve Account to the Series 2021 Prepayment Subaccount as a result of such Prepayment and pursuant to Sections 4.01(f) and 4.05(a) of this Second Supplemental Trust Indenture. If such redemption shall be in part, the Issuer shall select such principal amount of Series 2021 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2021 Bonds is substantially level.

(ii) from moneys, if any, on deposit in the Funds, Accounts and subaccounts held by the Trustee hereunder (other than the Series 2021 Rebate Fund and the Series 2021 Acquisition and Construction Accounts) sufficient to pay and redeem all Outstanding Series 2021 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) upon the Completion Date, from any funds remaining on deposit in the respective Series 2021 Acquisition and Construction Accounts in accordance with the provisions of Section 4.01(a) hereof, not otherwise reserved to complete the Series 2021 Project and transferred to the Series 2021 General Redemption Subaccount of the Series 2021 Bond Redemption Account. If such redemption shall be in part, the Issuer shall select such principal amount of Series 2021 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2021 Bonds is substantially level.

(c) Mandatory Sinking Fund Redemption. The Series 2021 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2021 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
	\$

*

* Maturity.

The Series 2021 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2021 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
	\$

*

* Maturity.

The Series 2021 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2021 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
	\$

*

* Maturity.

The Series 2021 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2021 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
	\$

*

* Maturity.

SECTION 3.02. Notice of Redemption. When required to redeem Series 2021 Bonds under any provision of this Second Supplemental Trust Indenture or directed to redeem Series 2021 Bonds by the Issuer, the Trustee shall give or cause to be given to Registered Owners of the Series 2021 Bonds to be redeemed, notice of the redemption, as set forth in Article VIII of the Master Indenture.

[END OF ARTICLE III]

ARTICLE IV
ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS;
ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS;
REMOVAL OF SERIES 2021 SPECIAL ASSESSMENT LIENS

SECTION 4.01. Establishment of Certain Funds and Accounts.(a) The Trustee shall establish separate accounts within the Acquisition and Construction Fund designated as (i) the "Phase 2A – Series 2021 Assessment Area Acquisition and Construction Account" and (ii) the "Phase 2B – Series 2021 Assessment Area Acquisition and Construction Account". Net proceeds of the Series 2021 Bonds shall initially be deposited into the Phase 2A – Series 2021 Assessment Area Acquisition and Construction Account and the Phase 2B – Series 2021 Assessment Area Acquisition and Construction Account in the amounts set forth in Section 2.06 of this Second Supplemental Trust Indenture, together with any moneys transferred or deposited thereto, including moneys transferred from the Series 2021 Reserve Account after satisfaction of either the Reserve Release Conditions #1 or Reserve Release Conditions #2 as certified in writing by the District Manager and upon which the Trustee may conclusively rely, and such moneys shall be applied as set forth in this Section 4.01(a) , Section 5.01 of the Master Indenture, the Acquisition Agreement and the Engineer's Report. Funds on deposit in the Phase 2A – Series 2021 Assessment Area Acquisition and Construction Account and the Phase 2B – Series 2021 Assessment Area Acquisition and Construction Account shall only be requested by the Issuer to be applied to the Costs of the Series 2021 Project, subject to Section 4.01(f) herein. Upon satisfaction of the Reserve Release Conditions #1 and Reserve Release Conditions #2, the amount on deposit in the Series 2021 Reserve Account in excess of the Series 2021 Reserve Requirement, as applicable and as calculated by the District shall then be transferred to the Phase 2A – Series 2021 Assessment Area Acquisition and Construction Account and/or the Phase 2B – Series 2021 Assessment Area Acquisition and Construction Account, as directed in writing to the Trustee by the District Manager, upon consultation with the Consulting Engineer, and applied as provided in this Section 4.01(a).

In the event the Completion Date for Phase 2A occurs prior to the Completion Date for Phase 2B, or vice versa, moneys remaining in the Phase 2A – Series 2021 Assessment Area Acquisition and Construction Account after retaining costs to complete Phase 2A portion of the Series 2021 Project shall be transferred to the Phase 2B – Series 2021 Assessment Area Acquisition and Construction Account, or moneys remaining in the Phase 2B – Series 2021 Assessment Area Acquisition and Construction Account after retaining costs to complete Phase 2B portion of the Series 2021 Project shall be transferred to the Phase 2A – Series 2021 Assessment Area Acquisition and Construction Account, as the case may be, as directed in writing to the Trustee by the District Manager, upon consultation with the Consulting Engineer. Following the Completion Date for both Phase 2A and Phase 2B of the Series 2021 Project, all moneys remaining in either or both of the Series 2021 Acquisition and Construction Accounts shall be transferred to the Series 2021 General Redemption Subaccount, as directed in writing by the District Manager, on behalf of the Issuer to the Trustee to be applied as provided in Section 3.01(b)(iii).

The Trustee shall make no such transfers from the respective Series 2021 Acquisition and Construction Accounts to the Series 2021 General Redemption Subaccount if an Event of Default exists with respect to the Series 2021 Bonds of which the Trustee has notice as described in Section 11.06 of the Master Indenture or of which the Trustee has actual knowledge as described in Section

11.06 of the Master Indenture. Except as provided in Section 5.06, Section 3.01(b)(iii) hereof, only upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, shall the Trustee withdraw moneys from the respective Series 2021 Acquisition and Construction Accounts or subaccounts therein. After no funds remain in the respective Series 2021 Acquisition and Construction Accounts, such Accounts shall be closed.

Notwithstanding the foregoing, neither of the Series 2021 Acquisition and Construction Accounts shall be closed until the Reserve Release Conditions #2 shall have occurred and the excess funds from the Series 2021 Reserve Account shall have been transferred to either or both of the Series 2021 Acquisition and Construction Accounts, as directed in writing to the Trustee by the District Manager, and applied in accordance with this Section 4.01(a) and Section 4.01(f) hereof. The Trustee shall not be responsible for determining the amounts in the respective Series 2021 Acquisition and Construction Accounts and subaccounts allocable to the respective components of the Series 2021 Project or any transfers made to such Accounts in accordance with direction from the District Manager.

Pursuant to the Master Indenture, the Trustee shall establish a separate account within the Acquisition and Construction Fund designated as the "Series 2021 Costs of Issuance Account." Net proceeds of the Series 2021 Bonds shall be deposited into the Series 2021 Costs of Issuance Account in the amount set forth in Section 2.06 of this Second Supplemental Trust Indenture. Upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2021 Costs of Issuance Account to pay the costs of issuing the Series 2021 Bonds. Six months after the issuance of the Series 2021 Bonds, any moneys remaining in the Series 2021 Costs of Issuance Account in excess of the amounts requested to be disbursed by the Issuer shall be deposited into the Series 2021 Interest Account and the Series 2021 Costs of Issuance Account shall be closed. Any deficiency in the amount allocated to pay the cost of issuing the Series 2021 Bonds shall be paid from excess Series 2021 Pledged Revenues on deposit in the Series 2021 Revenue Account as provided in Section 4.02. After no funds remain therein, the Series 2021 Costs of Issuance Account shall be closed.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate Account within the Revenue Fund designated as the "Series 2021 Revenue Account." Series 2021 Special Assessments (except for Prepayments of Series 2021 Special Assessments which shall be identified as such by the Issuer to the Trustee and deposited in the Series 2021 Prepayment Subaccount) shall be deposited by the Trustee into the Series 2021 Revenue Account which shall be applied as set forth in Section 6.03 of the Master Indenture and Section 4.02 of this Second Supplemental Trust Indenture. The Trustee may conclusively rely that unless expressly indicated in writing by the District as a Prepayment upon deposit thereof with the Trustee, payments of Series 2021 Special Assessments are to be deposited into the Series 2021 Revenue Account.

(c) [RESERVED].

(d) Pursuant to Section 6.04 of the Master Indenture and Section 4.02 of this Second Supplemental Trust Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2021 Interest Account." Moneys deposited into the

Series 2021 Interest Account pursuant to Section 6.04 of the Master Indenture and Sections 2.06 and 4.02 of this Second Supplemental Trust Indenture, shall be applied for the purposes provided therein and used to pay interest on the Series 2021 Bonds.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate account within the Debt Service Fund designated as the "Series 2021 Sinking Fund Account." Moneys shall be deposited into the Series 2021 Sinking Fund Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Second Supplemental Trust Indenture, and applied for the purposes provided therein and in Section 3.01(c) of this Second Supplemental Trust Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish a separate Account within the Reserve Fund designated as the "Series 2021 Reserve Account." Net proceeds of the Series 2021 Bonds shall be deposited into the Series 2021 Reserve Account in the amount set forth in Section 2.06 of this Second Supplemental Trust Indenture, and such moneys, together with any other moneys deposited into the Series 2021 Reserve Account shall be applied for the purposes provided in the Master Indenture Section 4.01(a) and in this Section 4.01(f) and Section 4.05 of this Second Supplemental Trust Indenture. Notwithstanding any provisions in the Master Indenture to the contrary, the Issuer covenants not to substitute the cash and Investment Securities on deposit in the Series 2021 Reserve Account with a Debt Service Reserve Insurance Policy or a Debt Service Reserve Letter of Credit. Except as provided in the next paragraph, all investment earnings on moneys in the Series 2021 Reserve Account shall remain on deposit therein.

On each March 15 and September 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2021 Reserve Account and transfer any excess therein above the Series 2021 Reserve Requirement caused by investment earnings to the Series 2021 Revenue Account in accordance with Section 4.02 hereof.

Subject to the provisions of Section 4.05 hereof, on any date the Issuer receives notice from the District Manager that a landowner wishes to prepay its Series 2021 Special Assessments relating to the benefited property of such landowner within the Series 2021 Assessment Area, or as a result of a mandatory true-up payment, the Issuer shall, or cause the District Manager, on behalf of the Issuer, to calculate the principal amount of such Prepayment taking into account a credit against the amount of Series 2021 Prepayment Principal due by the amount of money in the Series 2021 Reserve Account that will exceed the Series 2021 Reserve Requirement for the Series 2021 Bonds, taking into account the proposed Prepayment. Such excess shall be transferred to the Series 2021 Prepayment Subaccount of the Series 2021 Bond Redemption Account, as a result of such Prepayment. The District Manager, on behalf of the Issuer, shall make such calculation within ten (10) Business Days after such Prepayment and shall instruct the Trustee in writing to transfer such amount of credit given to the respective landowner from the Series 2021 Reserve Account to the Series 2021 Prepayment Subaccount of the Series 2021 Bond Redemption Account to be used for the extraordinary mandatory redemption of the Series 2021 Bonds in accordance with Section 3.01(b)(i) hereof. The Trustee is authorized to make such transfers and has no duty to verify such calculations. Notwithstanding any of the foregoing, amounts on deposit in the Series 2021 Reserve Account shall be transferred by the

Trustee, in the amounts directed in writing by the Majority Holders of the Series 2021 Bonds to the Series 2021 General Redemption Subaccount, if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Series 2021 Special Assessments and applied to redeem a portion of the Series 2021 Bonds is less than the principal amount of Series 2021 Bonds indebtedness attributable to such lands.

In addition, and together with the moneys transferred from the Series 2021 Reserve Account pursuant to this paragraph, if the amount on deposit in the Series 2021 General Redemption Subaccount or the Series 2021 Prepayment Subaccount, as the case may be, is not sufficient to redeem a principal amount of the Series 2021 Bonds in an Authorized Denomination, the Trustee is authorized to withdraw amounts from the Series 2021 Revenue Account to round up the amount in the Series 2021 Prepayment Subaccount or Series 2021 General Redemption Subaccount to the nearest Authorized Denomination. Notwithstanding the foregoing, no transfers from the Series 2021 Revenue Account shall be made to pay interest on and/or principal of the Series 2021 Bonds for the redemption pursuant to Sections 3.01(b)(i) or 3.01(b)(iii) if as a result the deposits required under Section 4.02 FIRST through FIFTH cannot be made in full.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Account within the Bond Redemption Fund designated as the "Series 2021 Bond Redemption Account" and within such Account, an "Series 2021 General Redemption Subaccount," an "Series 2021 Optional Redemption Subaccount," and an "Series 2021 Prepayment Subaccount." Except as otherwise provided in this Second Supplemental Trust Indenture regarding Prepayments or in connection with the optional redemption of the Series 2021 Bonds, moneys to be deposited into the Series 2021 Bond Redemption Account as provided in Section 6.06 of the Master Indenture, shall be deposited to the Series 2021 General Redemption Subaccount.

(h) Moneys that are deposited into the Series 2021 General Redemption Subaccount (including all earnings on investments held therein) shall be used to call for the extraordinary mandatory redemption (i) in whole, pursuant to Section 3.01(b)(ii) hereof, the Outstanding amount of Series 2021 Bonds, or (ii) in whole or in part, pursuant to Section 3.01(b)(iii) hereof.

(i) Moneys in the Series 2021 Prepayment Subaccount (including all earnings on investments held in such Series 2021 Prepayment Subaccount) shall be accumulated therein to be used to call for redemption pursuant to Section 3.01(b)(i) hereof an amount of Series 2021 Bonds equal to the amount of money transferred to the Series 2021 Prepayment Subaccount of the Series 2021 Bond Redemption Account for the purpose of such extraordinary mandatory redemption on the dates and at the price provided in such Section 3.01(b)(i) hereof. In addition, and together with the moneys transferred from the Series 2021 Reserve Account pursuant to paragraph (f) above, if the amount on deposit in the Series 2021 Prepayment Subaccount is not sufficient to redeem a principal amount of the Series 2021 Bonds in an Authorized Denomination, the Trustee upon written direction from the Issuer, shall be authorized to withdraw amounts from the Series 2021 Revenue Account to deposit to the Series 2021 Prepayment Subaccount to round-up the amount to the nearest Authorized Denomination. Notwithstanding the foregoing, no transfers from the Series 2021 Revenue Account shall be directed by the Issuer to pay interest on

and/or principal of the Series 2021 Bonds for the redemption pursuant to Section 3.01(b)(i) if as a result the deposits required under Section 4.02 FIRST through FIFTH cannot be made in full.

(j) The Issuer hereby directs the Trustee to establish a separate account in the Rebate Fund designated as the "Series 2021 Rebate Account." Moneys shall be deposited into the Series 2021 Rebate Account, as provided in the Arbitrage Certificate and applied for the purposes provided therein.

(k) Moneys on deposit in the Series 2021 Optional Redemption Subaccount shall be used to optionally redeem all or a portion of the Series 2021 Bonds pursuant to Section 3.01(a) hereof.

SECTION 4.02. Series 2021 Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2021 Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each Interest Payment Date, commencing _____ 1, 20__, to the Series 2021 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2021 Bonds becoming due on the next succeeding Interest Payment Date, less any amount on deposit in the Series 2021 Interest Account not previously credited;

SECOND, no later than the Business Day next preceding each May 1, commencing May 1, 20__, to the Series 2021 Sinking Fund Account, an amount equal to the principal amount of Series 2021 Bonds subject to sinking fund redemption on such May 1, less any amount on deposit in the Series 2021 Sinking Fund Account not previously credited;

THIRD, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Series 2021 Bonds remain Outstanding, to the Series 2021 Reserve Account, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement for the Series 2021 Bonds;

FOURTH, notwithstanding the foregoing, at any time the Series 2021 Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer to the Series 2021 Interest Account, the amount necessary to pay interest on the Series 2021 Bonds subject to redemption on such date; and

FIFTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be first deposited into the Series 2021 Costs of Issuance Account upon the written request of the Issuer to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2021 Bonds and next, any balance in the Series 2021 Revenue Account shall remain on deposit in such Series 2021 Revenue Account, unless needed for the purposes of rounding the principal amount of a Series 2021 Bond subject to extraordinary mandatory redemption pursuant to Section 4.01(i) hereof to an Authorized Denomination, or unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the Series 2021 Rebate Fund, in which case, the Issuer shall direct the Trustee to make such deposit thereto.

Notwithstanding the foregoing, in the event of a redemption of Series 2021 Bonds from Prepayments on deposit in the Series 2021 Prepayments Subaccount, the Trustee is further authorized, upon written direction from the Issuer, to transfer from the Series 2021 Revenue Account to the Series 2021 Prepayment Subaccount sufficient funds to cause the redemption of the next closest Authorized Denomination of Series 2021 Bonds, as provided in Section 4.01(f) and 4.01(i) hereinabove.

SECTION 4.03. Power to Issue Series 2021 Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2021 Bonds, to execute and deliver the Series 2021 Indenture and to pledge the Series 2021 Pledged Revenues for the benefit of the Series 2021 Bonds to the extent set forth herein. The Series 2021 Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Series 2021 Bonds, except as otherwise permitted under the Master Indenture and in Section 5.04 hereof. The Series 2021 Bonds and the provisions of the Series 2021 Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Series 2021 Indenture and all the rights of the Holders of the Series 2021 Bonds under the Series 2021 Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. Series 2021 Project to Conform to Consulting Engineer's Report. Simultaneously with the issuance of the Series 2021 Bonds, the Issuer will promptly proceed to construct and/or acquire the Series 2021 Project, as described in Exhibit A hereto and in the Consulting Engineer's Report relating thereto, all pursuant to the terms and provisions of the Acquisition Agreement.

SECTION 4.05. Prepayments; Removal of Series 2021 Special Assessment Liens.

(a) At any time any owner of property subject to the Series 2021 Special Assessments may, at its option, or as a result of acceleration of the Series 2021 Special Assessments because of non-payment thereof, shall, or by operation of law, require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2021 Special Assessments by paying or causing there to be paid, to the Issuer all or a portion of the Series 2021 Special Assessment, which shall constitute Series 2021 Prepayment Principal, plus, except as provided below, accrued interest to the next succeeding Quarterly Redemption Date (or the first succeeding Quarterly Redemption Date that is at least 45 days after such Prepayment, if such Prepayment is made within 45 calendar days before the next succeeding Quarterly Redemption Date, as the case may be), attributable to the property subject to Series 2021 Special Assessments owned by such owner. To the extent that such Prepayments are to be used to redeem Series 2021 Bonds pursuant to Section 3.01(b)(i) hereof, in the event the amount on deposit in the Series 2021 Reserve Account will exceed the Series 2021 Reserve Requirement for the Series 2021 Bonds as a result of a Prepayment in accordance with this Section 4.05(a) and the resulting extraordinary mandatory redemption in accordance with Section 3.01(b)(i) of this Second Supplemental Trust Indenture of Series 2021 Bonds, the excess amount shall be transferred from the Series 2021 Reserve Account to the Series 2021 Prepayment Subaccount, as a credit against the Series 2021 Prepayment Principal otherwise required to be paid by the owner of such lot or parcel, upon written instructions of the Issuer to the Trustee together with a certificate of a

Responsible Officer of the Issuer, upon which the Trustee may conclusively rely, stating that, after giving effect to such transfers sufficient moneys will be on deposit in the Series 2021 Reserve Account to equal or exceed the Series 2021 Reserve Requirement.

(b) Upon receipt of Series 2021 Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official improvement lien book of the District that the Series 2021 Special Assessment has been paid in whole or in part and that such Series 2021 Special Assessment lien is thereby reduced, or released and extinguished, as the case may be.

The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Prepayments. The Trustee shall calculate the amount available for the extraordinary mandatory redemption of the applicable Series 2021 Bonds pursuant to Section 3.01(b)(i) forty-five (45) days prior to each Quarterly Redemption Date.

[END OF ARTICLE IV]

ARTICLE V
COVENANTS AND DESIGNATIONS OF THE ISSUER

SECTION 5.01. Collection of Series 2021 Special Assessments. The Series 2021 Special Assessments levied for each full year on platted lots shall be collected pursuant to the uniform method provided for in Sections 197.3632 and 197.3635 Florida Statutes, (the "Uniform Method") unless the District determines that it is in its best interests to collect directly. The Series 2021 Special Assessments levied on unplatted lots or lands shall be billed and collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method unless the District determines that it is in its best interests to do so. Prior to an Event of Default, the election to collect and enforce Series 2021 Special Assessments in any year pursuant to any one method shall not, to the extent permitted by law, preclude the District from electing to collect and enforce Series 2021 Special Assessments pursuant to any other method permitted by law in any subsequent year. Following an Event of Default, Series 2021 Special Assessments levied on platted lots shall be collected pursuant to the Uniform Method and Series 2021 Special Assessments levied on unplatted lots or lands shall be billed and collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method, in each case unless the Trustee, acting at the direction of the Majority Holders of the Series 2021 Bonds Outstanding, provides written consent/direction to a different method of collection. All Series 2021 Special Assessments that are billed and collected directly by the District and not via the Uniform Method shall be due and payable by the landowner no later than thirty (30) days prior to each Interest Payment Date; provided, however, that such Series 2021 Special Assessments shall not be deemed to be delinquent unless and until they are not paid by the applicable Interest Payment Date with respect to which they have been billed. The assessment methodology shall not be amended without the written consent of the Majority Holders.

SECTION 5.02. Continuing Disclosure. Contemporaneously with the execution and delivery hereof, the Issuer and the Series 2021 Landowners have executed and delivered a Continuing Disclosure Agreement in order to assist the Underwriter in complying with the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934. The Issuer covenants and agrees to comply with the provisions of the Continuing Disclosure Agreement applicable to it; however, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but shall instead be enforceable by mandamus or any other means of specific performance.

SECTION 5.03. Investment of Funds and Accounts. The provisions of Section 7.02 of the Master Indenture shall apply to the investment and reinvestment of moneys in the Funds, Accounts and subaccounts therein created hereunder.

SECTION 5.04. Additional Bonds. The Issuer covenants not to issue any other Bonds or other debt obligations secured by the Series 2021 Special Assessments. In addition, the Issuer covenants not to issue any other Bonds or debt obligations for capital projects, secured by Special Assessments on the assessable lands within the District that are subject to the Series 2021 Special Assessments, until the Series 2021 Special Assessments are Substantially Absorbed. The District shall present the Trustee with a certification that the Series 2021 Special Assessments are Substantially Absorbed and the Trustee may rely conclusively upon such certification and shall have no duty to verify if the Series 2021 Special Assessments are Substantially Absorbed. In the

absence of such written certification, the Trustee is entitled to assume that the Series 2021 Special Assessments have not been Substantially Absorbed. Such covenant shall not prohibit the Issuer from issuing refunding Bonds or any Bonds or other obligations secured by Assessments levied on District Lands outside of the Series 2021 Assessment Area, or to finance any other capital project that is necessary to remediate any natural disaster, catastrophic damage or failure with respect to the Series 2021 Project.

SECTION 5.05. Requisite Holders for Direction or Consent. Anything in the Master Indenture to the contrary notwithstanding, any direction or consent or similar provision which requires fifty-one percent (51%) of the Holders, shall in each case be deemed to refer to, and shall mean, the Majority Holders.

SECTION 5.06. Acknowledgement Regarding the Moneys in the Series 2021 Acquisition and Construction Accounts Following an Event of Default. In accordance with the provisions of the Series 2021 Indenture, the Series 2021 Bonds are payable solely from the Series 2021 Pledged Revenues and any other moneys held by the Trustee under the Series 2021 Indenture for such purpose. Anything in the Series 2021 Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that the Series 2021 Pledged Revenues include, without limitation, all amounts on deposit in the respective Series 2021 Acquisition and Construction Accounts then held by the Trustee, and that (i) upon the occurrence of an Event of Default with respect to the Series 2021 Bonds, the Series 2021 Pledged Revenues may not be used by the Issuer (whether to pay costs of the Series 2021 Project or otherwise) without the consent of the Majority Holders and (ii) the Series 2021 Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Majority Holders, to pay costs and expenses incurred in connection with the pursuit of remedies under the Series 2021 Indenture, provided, however notwithstanding anything herein to the contrary the Trustee is also authorized to utilize the Series 2021 Pledged Revenues to pay fees and expenses as provided in Section 10.12 of the Master Indenture.

[END OF ARTICLE V]

ARTICLE VI
THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

SECTION 6.01. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created and agrees to perform such trusts upon the terms and conditions set forth in the Series 2021 Indenture. The Trustee agrees to act as Paying Agent, Registrar and Authenticating Agent for the Series 2021 Bonds.

SECTION 6.02. Trustee's Duties. The Trustee shall not be responsible in any manner for the due execution of this Second Supplemental Trust Indenture by the Issuer or for the recitals contained herein (except for the certificate of authentication on the Series 2021 Bonds), all of which are made solely by the Issuer. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlement inuring to the Trustee under the Master Indenture.

[END OF ARTICLE VI]

ARTICLE VII MISCELLANEOUS PROVISIONS

SECTION 7.01. Interpretation of Second Supplemental Trust Indenture. This Second Supplemental Trust Indenture amends and supplements the Master Indenture with respect to the Series 2021 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Second Supplemental Trust Indenture by reference. To the maximum extent possible, the Master Indenture and the Second Supplemental Trust Indenture shall be read and construed as one document.

SECTION 7.02. Amendments. Any amendments to this Second Supplemental Trust Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 7.03. Counterparts. This Second Supplemental Trust Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.04. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this Second Supplemental Trust Indenture are hereby incorporated herein and made a part of this Second Supplemental Trust Indenture for all purposes.

SECTION 7.05. Payment Dates. In any case in which an Interest Payment Date or the maturity date of the Series 2021 Bonds or the date fixed for the redemption of any Series 2021 Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 7.06. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2021 Bonds, and no other person is intended to be a third party beneficiary hereof to be entitled to assert or preserve any claim hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Eden Hills Community Development District has caused this Second Supplemental Trust Indenture to be executed by the Vice Chairperson of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by the Secretary of its Board of Supervisors and U.S. Bank National Association has caused this Second Supplemental Trust Indenture to be executed by one of its authorized signatories, all as of the day and year first above written.

**EDEN HILLS COMMUNITY
DEVELOPMENT DISTRICT**

[SEAL]

Attest:

By: _____
Name: Jill Burns
Title: Secretary, Board of Supervisors

By: _____
Name: Lauren O. Schwenk
Title: Vice Chairperson, Board of Supervisors

U.S. BANK NATIONAL ASSOCIATION,
as Trustee, Paying Agent and Registrar

By: _____
Name: Stacey L. Johnson
Title: Vice President

EXHIBIT A

DESCRIPTION OF SERIES 2021 PROJECT

The Series 2021 Project includes, but is not limited to, the following improvements identified for Phases 2A and 2B, comprising the Series 2021 Assessment Area:

<u>Infrastructure</u> ⁽¹⁾	<u>Phase 1- Existing (142 Lots) 2019-2023</u>	<u>Phase 2A- Existing (402 Lots) 2021-2024</u>	<u>Phase 2B- Expansion (70 Lots) 2021-2025</u>	<u>Phase 3- Existing (551 Lots) 2021-2025</u>	<u>Total (1165 Lots)</u>
Offsite Improvements to County Road 557 ⁽⁵⁾⁽⁶⁾	\$ 40,000	\$ 140,000	\$ 30,000	\$ 190,000	\$ 400,000
Offsite Roadway Improvements to Old Lake Alfred Road, Cass Road, and Adams Barn Road	48,000	110,000	30,000	160,000	348,000
Stormwater Management ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾	1,300,000	2,000,000	370,000	2,700,000	6,370,000
Utilities (Water, Sewer, & Street Lighting) ⁽⁵⁾⁽⁶⁾⁽⁸⁾	680,000	4,265,000	800,000	5,800,000	11,545,000
Internal Roadways (not referenced above) ⁽⁴⁾⁽⁵⁾⁽⁶⁾⁽¹⁰⁾	480,000	1,700,000	310,000	2,300,000	4,790,000
Entry Feature ⁽⁶⁾⁽⁷⁾	130,000	300,000	65,000	400,000	895,000
Parks and Recreational Facilities ⁽⁶⁾	190,000	430,000	80,000	590,000	1,290,000
Contingency	250,000	890,000	170,000	1,200,000	2,510,000
TOTAL	\$3,118,000	\$9,835,000	\$1,855,000	\$13,340,000	\$28,148,000

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 and 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 2021 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and buffer 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 1165 lots.
10. Internal sidewalks shall be constructed along common areas only.
11. The improvements will be on land that upon acquisition of the improvement by the District, is owned by, or subject to a permanent easement in favor of, the district or another governmental entity.

Source: Eden Hills Community Development District the Amended and Restated Engineer's Report for Capital Improvements dated June 8, 2021, prepared by Wood & Associates Engineering, LLC.

EXHIBIT B

[FORM OF SERIES 2021 BOND]

R-__

\$_____

**UNITED STATES OF AMERICA
STATE OF FLORIDA
LAKE ALFRED, FLORIDA
CITY OF LAKE ALFRED, FLORIDA
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BOND, SERIES 2021**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issuance</u>	<u>CUSIP</u>
_____%	May 1, 20__	_____, 2021	96150A__

Registered Owner: CEDE & CO.

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Eden Hills Community Development District (the "Issuer"), for value received, hereby promises to pay to the Registered Owner shown above or registered assigns, on the maturity date set forth above, from the sources hereinafter mentioned, the principal amount set forth above (with interest thereon at the interest rate per annum set forth above, computed on 360-day year of twelve 30-day months). Principal of and interest on this Bond are payable by U.S. Bank National Association, in Orlando, Florida, as paying agent (said U.S. Bank National Association and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent") made payable to the Registered Owner and mailed on each Interest Payment Date commencing May 1, 2022, to the address of the Registered Owner as such name and address shall appear on the registry books of the Issuer maintained by U.S. Bank National Association, as Registrar (said U.S. Bank National Association and any successor Registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each Interest Payment Date or the date on which the principal of a Bond is to be paid (the "Record Date"), provided however presentation is not required for payment while the Series 2021 Bonds are registered in book-entry only form. Such interest shall be payable from the most recent Interest Payment Date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to May 1, 2022, in which case from the date of initial delivery, or unless the date of authentication hereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Registered Owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Paying Agent, notice whereof shall be given to Bondholders of record

as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the Series 2021 Indenture (defined below). Any capitalized term used in this Bond and not otherwise defined shall have the meaning ascribed to such term in the Series 2021 Indenture.

THE SERIES 2021 BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE SERIES 2021 PLEDGED REVENUES PLEDGED THEREFOR UNDER THE SERIES 2021 INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, LAKE ALFRED, FLORIDA (THE "CITY"), POLK COUNTY, FLORIDA (THE "COUNTY"), THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2021 BONDS, EXCEPT THAT THE ISSUER IS OBLIGATED UNDER THE SERIES 2021 INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SERIES 2021 SPECIAL ASSESSMENTS (AS DEFINED IN THE SERIES 2021 INDENTURE) TO SECURE AND PAY THE SERIES 2021 BONDS. THE SERIES 2021 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE CITY, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Bond is one of an authorized issue of Series 2021 Bonds of the Eden Hills Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act"), Ordinance No. 1422-19 enacted by the City Commission of the City of Lake Alfred, Florida on October 21, 2019 as amended by Ordinance No. 1456-21 enacted by the City on June 7, 2021, designated as "Eden Hills Community Development District Special Assessment Bonds, Series 2021" (the "Series 2021 Bonds"), in the aggregate principal amount of _____ and 00/100 Dollars (\$ _____) of like date, tenor and effect, except as to number. The Series 2021 Bonds are being issued under authority of the laws and Constitution of the State, including particularly the Act, to pay, among other things, the costs of constructing and/or acquiring a portion of the Series 2021 Project (as defined in the herein referred to Series 2021 Indenture). The Series 2021 Bonds shall be issued as fully registered Series 2021 Bonds in Authorized Denominations, as set forth in the Series 2021 Indenture. The Series 2021 Bonds are issued under and secured by a Master Trust Indenture dated as of November 1, 2020 (the "Master Indenture"), as supplemented by a Second Supplemental Trust Indenture dated as of _____ 1, 2021 (the "Second Supplemental Trust Indenture" and together with the Master Indenture, the "Series 2021 Indenture"), each by and between the Issuer and the Trustee, executed counterparts of which are on file at the designated corporate trust office of the Trustee in Orlando, Florida.

Reference is hereby made to the Series 2021 Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Series 2021 Bonds issued under the Series 2021 Indenture, the operation and application of the Series 2021 Reserve Account within the Reserve Fund and other Funds and Accounts (each as defined in the Series 2021 Indenture) charged with and pledged to the payment of the principal of and the interest on the Series 2021

Bonds, the levy and the evidencing and certifying for collection, of the Series 2021 Special Assessments, the nature and extent of the security for the Series 2021 Bonds, the terms and conditions on which the Series 2021 Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the Series 2021 Indenture, the conditions under which such Series 2021 Indenture may be amended without the consent of the Registered Owners of the Series 2021 Bonds, the conditions under which such Series 2021 Indenture may be amended with the consent of the Registered Owners of a majority in aggregate principal amount of the Series 2021 Bonds outstanding, and as to other rights and remedies of the Registered Owners of the Series 2021 Bonds.

It is expressly agreed by the Registered Owner of this Bond that such Registered Owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the City, the County, the State or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the City, the County, the State or any other political subdivision thereof, for the payment of the principal of and interest on this Bond or the making of any other sinking fund and other payments provided for in the Series 2021 Indenture, except for Series 2021 Special Assessments to be assessed and levied by the Issuer as set forth in the Series 2021 Indenture.

By the acceptance of this Bond, the Registered Owner hereof assents to all the provisions of the Series 2021 Indenture.

This Bond is payable from and secured by Series 2021 Pledged Revenues, as such term is defined in the Series 2021 Indenture, all in the manner provided in the Series 2021 Indenture. The Series 2021 Indenture provides for the levy and the evidencing and certifying, of non-ad valorem assessments in the form of Series 2021 Special Assessments to secure and pay the Series 2021 Bonds.

The Series 2021 Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the redemption price of the Series 2021 Bonds shall be made on the dates specified below. Upon any redemption of Series 2021 Bonds other than in accordance with scheduled mandatory sinking fund redemption, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2021 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2021 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2021 Bonds in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

Optional Redemption

The Series 2021 Bonds maturing after May 1, 20__ may, at the option of the Issuer be called for redemption prior to maturity as a whole or in part, at any time, on or after May 1, 20__ (less than all Series 2021 Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2021 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date through which interest has been paid to the redemption date from moneys on deposit in the Series 2021 Optional Redemption Subaccount of the Series 2021 Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of Series 2021 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2021 Bonds is substantially level.

Extraordinary Mandatory Redemption in Whole or in Part

The Series 2021 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2021 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2021 Prepayment Principal deposited into the Series 2021 Prepayment Subaccount of the Series 2021 Bond Redemption Account following the payment in whole or in part of Series 2021 Special Assessments on any assessable property within the District in accordance with the provisions of Section 4.05(a) of the Second Supplemental Trust Indenture, together with any excess moneys transferred by the Trustee from the Series 2021 Reserve Account to the Series 2021 Prepayment Subaccount as a result of such Series 2021 Prepayment and pursuant to Sections 4.01(f) and 4.05(a) of the Second Supplemental Trust Indenture. If such redemption shall be in part, the Issuer shall select such principal amount of Series 2021 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2021 Bonds is substantially level.

(ii) from moneys, if any, on deposit in the Funds, Accounts and subaccounts held by the Trustee hereunder (other than the Series 2021 Rebate Fund and the Series 2021 Acquisition and Construction Accounts) sufficient to pay and redeem all Outstanding Series 2021 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) upon the Completion Date, from any funds remaining on deposit in the respective Series 2021 Acquisition and Construction Accounts in accordance with the provisions of the Second Supplemental Trust Indenture, not otherwise reserved to complete the Series 2021 Project and transferred to the Series 2021 General Redemption Subaccount of the Series 2021 Bond Redemption Account. If such redemption shall be in part, the Issuer shall select such principal amount of Series 2021 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2021 Bonds is substantially level.

Mandatory Sinking Fund Redemption

The Series 2021 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2021 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
	\$

*

* Maturity.

The Series 2021 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2021 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
	\$

*

* Maturity.

The Series 2021 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2021 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
	\$

*

* Maturity.

The Series 2021 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2021 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

Year	Mandatory Sinking Fund Redemption Amount
	\$

*

* Maturity.

Except as otherwise provided in the Series 2021 Indenture, if less than all of the Series 2021 Bonds subject to redemption shall be called for redemption, the particular such Series 2021 Bonds or portions of such Series 2021 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Series 2021 Indenture.

Notice of each redemption of the Series 2021 Bonds is required to be mailed by the Registrar, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of the Series 2021 Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Registrar. The Issuer may provide that the any optional redemption of Series 2021 Bonds issued under the Series 2021 Indenture may be subject to certain conditions; provided that the notice of such conditional optional redemption must expressly state that such optional redemption is conditional and describe the conditions for such redemption. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Series 2021 Indenture, the Series 2021 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2021 Bonds or such portions thereof on such date, interest on such Series 2021 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2021 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Series 2021 Indenture and the Registered Owners thereof shall have no rights in respect of such Series 2021 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Registrar to certain registered securities depositories and information services as set forth in the Series 2021 Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Series 2021 Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Series 2021 Indenture, or to institute, appear in or

defend any suit or other proceeding with respect thereto, except as provided in the Series 2021 Indenture.

In certain events, on the conditions, in the manner and with the effect set forth in the Series 2021 Indenture, the principal of all the Series 2021 Bonds then Outstanding under the Series 2021 Indenture may become and may be declared due and payable before the stated maturity thereof, with the interest accrued thereon.

Modifications or alterations of the Series 2021 Indenture or of any Series 2021 Indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Series 2021 Indenture.

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for three (3) years after the date when such Bond has become due and payable, either at its stated maturity date or by call for earlier redemption shall be paid to the Issuer, thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the Issuer deposits or causes to be deposited with the Trustee funds or Government Obligations (as defined in the Master Indenture) sufficient to pay the principal or Redemption Price of any the Series 2021 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Series 2021 Indenture, together with the interest accrued to the due date or date of redemption as applicable, the lien of such Series 2021 Bonds as to the trust estate with respect to the Series 2021 Bonds shall be discharged, except for the rights of the Registered Owners thereof with respect to the funds so deposited as provided in the Series 2021 Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State.

This Bond shall initially be issued in the name of Cede & Co. as nominee for DTC, and so long as this Bond is held in book-entry-only form Cede & Co. shall be considered the Registered Owner for all purposes hereof, including the payment of the principal of and interest on this Bond. Payment to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to individual Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Issuer or the Trustee.

The Issuer shall keep books for the registration of the Series 2021 Bonds at the designated corporate trust office of the Registrar in Orlando, Florida. Subject to the restrictions contained in the Series 2021 Indenture, the Series 2021 Bonds may be transferred or exchanged by the Registered Owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Series 2021 Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond or Series 2021 Bonds in authorized form and in like aggregate principal amount in

accordance with the provisions of the Series 2021 Indenture. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Series 2021 Bonds.

The Issuer, the Trustee, the Paying Agent and the Registrar shall deem and treat the person in whose name any Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Bond shall be overdue) for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest on such Bond as the same becomes due, and for all other purposes. All such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, including particularly the Act, and that the issuance of this Bond, and of the issue of the Series 2021 Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Series 2021 Indenture until it shall have been authenticated by execution of the Trustee, or such other authenticating agent as may be appointed by the Trustee under the Series 2021 Indenture, of the certificate of authentication endorsed hereon.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE
FOLLOWS]

IN WITNESS WHEREOF, Eden Hills Community Development District has caused this Bond to be signed by the facsimile signature of the Vice Chairperson of its Board of Supervisors and a facsimile of its seal to be imprinted hereon, and attested by the facsimile signature of the Secretary of its Board of Supervisors, all as of the date hereof.

**EDEN HILLS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Vice Chairperson, Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2021 Bonds delivered pursuant to the within mentioned Series 2021 Indenture.

Date of Authentication: _____

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Tenth Judicial Circuit of Florida, in and for Hardee, Highlands and Polk Counties, rendered on the 29th day of January, 2020.

EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT

By: _____
Vice Chairperson, Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with rights of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT	-	_____ Custodian _____
		(Cust) (Minor)
Under Uniform Transfer to Minors Act	_____	
	(State)	

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(please print or typewrite name and address of assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Signature Guarantee:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Please insert social security or other identifying number of assignee.

EXHIBIT C

FORMS OF REQUISITIONS

EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2021

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Eden Hills Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2020 as supplemented by that certain Second Supplemental Trust Indenture dated as of _____ 1, 2021 (collectively, the "Series 2021 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2021 Indenture):

- (A) Requisition Number:
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of payee pursuant to Acquisition Agreement:
- (D) Amount Payable:
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

[Phase 2A – Series 2021 Assessment Area Acquisition and Construction Account of the Acquisition and Construction Fund] [Phase 2B – Series 2021 Assessment Area Acquisition and Construction Account of the Acquisition and Construction Fund]

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against:

[Phase 2A – Series 2021 Assessment Area Acquisition and Construction Account of the Acquisition and Construction Fund.] [Phase 2B – Series 2021 Assessment Area Acquisition and Construction Account of the Acquisition and Construction Fund.]; and

3. each disbursement set forth above was incurred in connection with:
the Costs of the Series 2021 Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**EDEN HILLS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

Date: _____

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2021 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2021 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Series 2021 Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Series 2021 Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

Consulting Engineer

Date: _____

FORMS OF REQUISITIONS

EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2021

(Costs of Issuance)

The undersigned, a Responsible Officer of the Eden Hills Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2020, as supplemented by that certain Second Supplemental Trust Indenture dated as of _____ 1, 2021 (collectively, the "Series 2021 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2021 Indenture):

- (A) Requisition Number:
- (B) Amount Payable:
- (C) Purpose for which paid or incurred: Costs of Issuance
- (D) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2021 Costs of Issuance Account of the Acquisition and Construction Fund

The undersigned hereby certifies that:

1. this requisition is for Costs of Issuance payable from the Series 2021 Costs of Issuance Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Series 2021 Costs of Issuance Account;
3. each disbursement set forth above was incurred in connection with the issuance of the Series 2021 Bonds; and
4. each disbursement represents a cost of issuance which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) from the vendor of the services rendered, with respect to which disbursement is hereby requested.

**EDEN HILLS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

Date: _____

EXHIBIT D
FORM OF INVESTOR LETTER

[Date]

FMSbonds, Inc.
20660 W. Dixie Highway
North Miami Beach, FL 33180

Re: \$_____ Eden Hills Community Development District Special Assessment
 Bonds, Series 2021

Ladies and Gentlemen:

The undersigned is authorized to sign this letter [on behalf of Name of Non-Individual Investor], as the beneficial owner (the "Investor") of \$_____ of the above-referenced Bonds [state maturing on _____, _____, bearing interest at the rate of ____% per annum and CUSIP #] (herein, the "Investor Bonds").

In connection with the purchase of the Investor Bonds by the Investor, the Investor hereby makes the following representations upon which you may rely:

1. The Investor has authority to purchase the Investor Bonds and to execute this letter, any other instruments and documents required to be executed by the Investor in connection with the purchase of the Investor Bonds.

2. The Investor meets the criteria of an "accredited investor" as described in one or more of the categories derived from Rule 501(a) under Regulation D of the Securities Act of 1933, as amended (the "Securities Act") summarized below, and therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations including those which are not rated or credit-enhanced, to be able to evaluate the risks and merits of the investment represented by the Bonds. Please check the appropriate box below to indicate the type of accredited investor:

☐ a bank, registered broker, dealer or investment adviser (or investment adviser exempt from registration under Section 203(l) or (m) within the meaning of the Investment Advisers Act of 1940), insurance company, registered investment company, business development company, small business investment company; or rural business investment company;

☐ an employee benefit plan, within the meaning of the Employee Retirement Income Security Act of 1974, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the employee benefit plan has total assets in excess of \$5 million;

☐ an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, corporation, Massachusetts or similar business trust partnership, or limited liability company, not formed for the specific purpose of acquiring the Investor Bonds with assets exceeding \$5 million;

- ☐ a business in which all the equity owners are "accredited investors";
- ☐ a natural person who has individual net worth, or joint net worth with the person's spouse or spousal equivalent, that exceeds \$1 million at the time of the purchase, excluding the value of the primary residence of such person, except that mortgage indebtedness on the primary residence shall not be included as a liability;
- ☐ a natural person with income exceeding \$200,000 in each of the two most recent years or joint income with a spouse or spousal equivalent exceeding \$300,000 for those years and a reasonable expectation of the same income level in the current year;
- ☐ a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Investor Bonds whose purchase is directed by a sophisticated person;
- ☐ an entity, of a type other than those set forth above, that owns investments in excess of \$5,000,000 and that was not formed for the specific purpose of acquiring the Investor Bonds;
- ☐ a natural person holding in good standing one or more professional certifications or designations or credentials from a designated accredited educational institution qualifying an individual for "accredited investor" status;
- ☐ a "family office" with at least \$5,000,000 in assets under management, that was not formed for the specific purpose of acquiring the Investor Bonds, and whose prospective investment is directed by a person capable of evaluating the merits and risks of the prospective investment; or
- ☐ a "family client" of a family office described in the prior bullet point whose prospective investment is directed by that family office.

3. The Investor has been supplied with an (electronic) copy of the Preliminary Limited Offering Memorandum dated June 29, 2021 of the Issuer and relating to the Bonds (the "Offering Document") and has reviewed the Offering Document and represents that such Offering Document has provided full and meaningful disclosure in order to make an informed decision to invest in the Investor Bonds.

Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Indenture.

Very truly yours,

[Name], [Type of Entity]

By: _____

Name: _____

Title: _____

Date: _____

Or

[Name], an Individual

EXHIBIT B

FORM OF BOND PURCHASE CONTRACT

**EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
(CITY OF LAKE ALFRED, FLORIDA)**

**§ _____
SPECIAL ASSESSMENT BONDS, SERIES 2021**

BOND PURCHASE CONTRACT

_____, 2021

Board of Supervisors
Eden Hills Community Development District
City of Lake Alfred, Florida

Dear Ladies and Gentlemen:

FMSbonds, Inc. (the "Underwriter") offers to enter into this Bond Purchase Contract (the "Purchase Contract") with Eden Hills Community Development District (the "District"). The District is located entirely within the incorporated boundaries of the City of Lake Alfred, Florida (the "City"). This offer of the Underwriter shall, unless accepted by the District, acting through its Board of Supervisors (the "Board"), expire at [5:00 P.M.] prevailing time within the jurisdiction of the District on the date hereof, unless previously withdrawn or extended in writing by the Underwriter. This Purchase Contract shall be binding upon the District and the Underwriter upon execution and delivery. Any capitalized word not defined herein shall have the meaning ascribed thereto in the Preliminary Limited Offering Memorandum (as hereinafter defined). In conformance with Section 218.385, Florida Statutes, as amended, the Underwriter hereby delivers to the District the Disclosure and Truth-In-Bonding Statements attached hereto as Exhibit A.

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the District and the District hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of its \$_____ aggregate principal amount of Eden Hills Community Development District Special Assessment Bonds, Series 2021 (the "Bonds"). The Bonds shall be dated their date of delivery and shall mature on the dates, shall bear interest at the rates, and shall be subject to redemption prior to maturity, all as provided in Exhibit B attached hereto. The purchase price for the Series 2021 Bonds shall be \$_____ (representing the \$_____.00 aggregate principal amount of the Series 2021 Bonds, plus net original issue premium of \$_____ and less an underwriter's discount of \$_____). The payment for and delivery of the Bonds and the other actions contemplated hereby to take place at the Closing Date (as hereinafter defined) being hereinafter referred to as the "Closing."

2. The Bonds. The Bonds are to be issued by the District, a local unit of special-purpose government of the State of Florida (the "State"), created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, any successor statute thereto, the Florida Constitution, and other applicable provisions of law (the "Act"), and by Ordinance No. 1422-19, duly enacted by the City Commission of the City on October 21, 2019, with an effective date of October 31, 2019, as amended (the "Ordinance"). The

Series 2021 Bonds are being issued pursuant to the Act and secured pursuant to the provisions of a Master Trust Indenture dated as of November 1, 2020 (the "Master Indenture"), as supplemented by a Second Supplemental Trust Indenture dated as of _____ 1, 2021 (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), and Resolution No. 2020-24, Resolution No. 2021-[18] adopted by the Board of Supervisors (the "Board") of the District on November 1, 2019 and [August 11], 2021, respectively (collectively, the "Bond Resolution"). The Series 2021 Special Assessments, the revenues from which constitute the Series 2021 Pledged Revenues, have been, or will be prior to the time of Closing, levied by the District on the lands within the District specially benefited by the Series 2021 Project pursuant to the Assessment Resolutions (as such terms are defined in the Indenture).

3. Limited Offering; Establishment of Issue Price. It shall be a condition to the District's obligation to sell and to deliver the Bonds to the Underwriter, and to the Underwriter's obligation to purchase, accept delivery of and pay for the Bonds, that the entire principal amount of the Bonds be issued, sold and delivered by the District and purchased, accepted and paid for by the Underwriter at the Closing and that the District and the Underwriter receive the opinions, documents and certificates described in Section 8(c) hereof.

(a) The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, in a form reasonably satisfactory to Bond Counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) Except as otherwise indicated in Exhibit B, the District will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the District the price or prices at which the Underwriter has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity, the Underwriter agrees to promptly report to the District the prices at which the Bonds of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or bond counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Underwriter confirms that it has offered the Bonds to accredited investors constituting the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit B attached hereto, except as otherwise set forth therein. Exhibit B also sets forth, as of the date of this Purchase Contract, the maturities of the Bonds for which

the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the District promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution

agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The District acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bond to any person that is a related party to an Underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Contract by all parties.

4. Use of Documents. Prior to the date hereof, the District has caused to be prepared and provided to the Underwriter the Preliminary Limited Offering Memorandum, dated _____, 2021 (the "Preliminary Limited Offering Memorandum"), of the District, relating to the Bonds that the District has deemed final as of its date, except for certain permitted omissions (the "Permitted Omissions"), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") in connection with the limited offering of the Bonds. The Underwriter has reviewed the Preliminary Limited Offering Memorandum prior to the execution of this Purchase Contract. The District has, prior to the date hereof, authorized the use of the Preliminary Limited Offering Memorandum by the Underwriter. The District shall deliver, or cause to be delivered, at its expense, to the Underwriter within seven (7) business days after the date hereof but not later than the Closing Date (as hereinafter defined) and in sufficient time to accompany any confirmation that requests payment from any customer such number of copies of the final Limited Offering Memorandum (the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda") as the Underwriter shall reasonably request to comply with the requirements of the Rule and all applicable rules of the Municipal Securities Rulemaking Board (the "MSRB"). The Underwriter agrees to file the Limited Offering Memorandum with the MSRB not later than two (2) business days after the Closing Date. The Underwriter agrees that it will not confirm the sale of any Bonds unless a final written confirmation of sale is accompanied or preceded by the delivery of a copy of the Limited Offering Memorandum. The District hereby approves the circulation and use by the Underwriter of the Limited Offering Memoranda with respect to the Bonds.

5. Definitions. For purposes hereof, (a) this Purchase Contract, the Bonds, the Indenture, the Continuing Disclosure Agreement to be dated as of the Closing Date, by and among the District, by [Jack M. Berry, Inc, a Florida corporation] (the "Phase 2A Landowner") and [Eden Hills Addition 2, LLC, a Florida limited liability company] (the "Phase 2B Landowner" and, together with the Phase 2A Landowner, the "Landowners"), and Governmental Management Services – Central Florida, LLC, as dissemination agent (the "Dissemination Agent"), the Trustee and the District Manager in substantially the form attached to the Preliminary Limited Offering Memorandum as APPENDIX F thereto (the "Disclosure Agreement") and the DTC Blanket Issuer Letter of Representations entered into by the District are referred to herein collectively as the "Financing Documents" and (b) the Agreements Regarding the Completion of Certain

Improvements by and between the District and each of the Landowners dated as of the Closing Date (the "Completion Agreements"), the Agreements Regarding the Acquisition of Real Property by and between the District and each of the Landowners dated as of the Closing Date (the "Acquisition Agreements"), the Collateral Assignments and Assumptions of Development Rights Relating to the Series 2021 Project by and between the District and each of the Landowners dated as of the Closing Date in recordable form (the "Collateral Assignments"), and the Agreements Regarding True-Up by and between the District and each of the Landowners dated as of the Closing Date in recordable form (the "True-Up Agreements") are collectively referred to herein as the "Ancillary Agreements."

6. Representations, Warranties and Agreements. The District hereby represents, warrants and agrees as follows:

(a) The Board is the governing body of the District, and the District is and will be on the Closing Date duly organized and validly existing as a unit of special-purpose government created pursuant to the Constitution and laws of the State, including, without limitation, the Act;

(b) The District has full legal right, power and authority to: (i) adopt the Bond Resolution and the Assessment Resolutions; (ii) enter into the Financing Documents and Ancillary Agreements; (iii) sell, issue and deliver the Bonds to the Underwriter as provided herein; (iv) apply the proceeds of the sale of the Bonds for the purposes described in the Limited Offering Memoranda; (v) authorize and acknowledge the use of the Limited Offering Memoranda and authorize the execution of the Limited Offering Memorandum; and (vi) carry out and consummate the transactions contemplated by the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Ancillary Agreements, and the Limited Offering Memoranda. The District has complied, and on the Closing Date will be in compliance in all material respects, with the terms of the Act and with the obligations on its part contained in the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Ancillary Agreements and the Bonds;

(c) At meetings of the Board that were duly called and noticed and at which a quorum was present and acting throughout, the Board duly adopted the Bond Resolution and the Assessment Resolutions, and the same are in full force and effect and have not been supplemented, amended, modified or repealed, except as set forth therein. By all necessary official Board action, the District has duly authorized and approved the use and delivery of the Preliminary Limited Offering Memorandum and the execution and delivery of the Financing Documents, the Ancillary Agreements, the Bonds and the Limited Offering Memorandum, has duly authorized and approved the performance by the District of the obligations on its part contained in the Financing Documents, the Ancillary Agreements and the Bonds and the consummation by it of all other transactions contemplated by this Purchase Contract and the Limited Offering Memoranda in connection with the issuance of the Bonds. Upon execution and delivery by the District and the Trustee (and assuming the due authorization, execution and delivery of the Indenture by the Trustee), the Indenture will constitute a legal, valid and binding obligation of the District, enforceable in accordance with its terms, subject only to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of

equity (regardless of whether enforcement is sought in a proceeding in equity or at law). Upon execution by the District and the other parties thereto (and assuming the due authorization, execution and delivery of such agreements by the other parties thereto) the Financing Documents and the Ancillary Agreements will constitute the legal, valid and binding obligations of the District, enforceable in accordance with their respective terms; subject only to applicable bankruptcy, insolvency and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

(d) Except as may be expressly disclosed in the Preliminary Limited Offering Memorandum, the District is not in material breach of or material default under any applicable provision of the Act or any applicable constitutional provision or statute or, to the best of its knowledge, administrative regulation of the State or the United States of America or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement, or other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of its knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or material event of default under any such instrument; and the execution and delivery of the Bonds, the Financing Documents, the Ancillary Agreements and the Limited Offering Memorandum, the approval of the delivery of the Preliminary Limited Offering Memorandum, and the adoption of the Bond Resolution and the Assessment Resolutions, and compliance with the provisions on the District's part contained therein, will not conflict with or constitute a material breach of or material default under any applicable constitutional provision, or law, or, to the best of its knowledge, any administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as provided by the Assessment Resolutions, the Bonds and the Indenture. To the best of its knowledge, no event has occurred which, with the lapse of time or the giving of notice, or both, would constitute an event of default (as therein defined) under the Bonds, the Financing Documents or the Ancillary Agreements;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization by, or which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due performance by the District of its obligations, to issue the Bonds, or under the Bonds, the Bond Resolution, the Assessment Resolutions, Financing Documents or the Ancillary Agreements have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds;

(f) The descriptions of the Bonds, the Financing Documents, the Ancillary Agreements and the Series 2021 Project to the extent referred to in the Limited Offering

Memoranda, conform in all material respects to the Bonds, the Financing Documents, the Ancillary Agreements and the Series 2021 Project, respectively;

(g) The Bonds, when issued, executed and delivered in accordance with the Indenture and when sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the District, entitled to the benefits of the Indenture and upon such issuance, execution and delivery of the Bonds, the Indenture will provide, for the benefit of the holders from time to time of the Bonds, a legally valid and binding pledge of and first lien on the Series 2021 Pledged Revenues. On the Closing Date, all conditions precedent to the issuance of the Bonds set forth in the Indenture will have been complied with or fulfilled;

(h) As of the date hereof, there is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to its best knowledge, threatened against the District: (i) contesting the corporate existence or powers of the Board or the titles of the respective officers of the Board to their respective offices; (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the application of the proceeds of the sale thereof for the purposes described in the Limited Offering Memoranda or the collection of the Series 2021 Special Assessments or the pledge of and lien on the Series 2021 Pledged Revenues, pursuant to the Indenture; (iii) contesting or affecting specifically as to the District the validity or enforceability of the Act or any action of the District in any respect relating to the authorization for the issuance of the Bonds, or the authorization of the Series 2021 Project, the Bond Resolution, the Assessment Resolutions, the Financing Documents and Ancillary Agreements to which the District is a party, or the application of the proceeds of the Bonds for the purposes set forth in the Limited Offering Memoranda; (iv) contesting the federal tax status of the Bonds; or (v) contesting the completeness or accuracy of the Limited Offering Memoranda or any supplement or amendment thereto;

(i) To the extent applicable, the District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to: (i) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; and (ii) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and the District will use its best efforts to continue such qualifications in effect so long as required for the initial limited offering and distribution of the Bonds; provided, however, that the District shall not be required to execute a general or special consent to service of process or to qualify to do business in connection with any such qualification or determination in any jurisdiction or register as a broker/dealer;

(j) As of its date (unless an event occurs of the nature described in paragraph (1) of this Section 6) and at all times subsequent thereto, up to and including the Closing Date, the statements and information contained in the Preliminary Limited Offering Memorandum (other than Permitted Omissions) and in the Limited Offering Memorandum are and will be accurate in all material respects for the purposes for which their use is authorized and do not and will not contain any untrue statement of a material fact or omit

to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memoranda under the captions "DESCRIPTION OF THE SERIES 2021 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE LANDOWNERS," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Landowners" and "UNDERWRITING";

(k) If the Limited Offering Memorandum is supplemented or amended pursuant to subsection (1) of this Section 6, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Date, the Limited Offering Memorandum as so supplemented or amended will be accurate in all material respects for the purposes for which their use is authorized and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memoranda under the captions "DESCRIPTION OF THE SERIES 2021 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE LANDOWNERS," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Landowners" and "UNDERWRITING";

(l) If between the date of this Purchase Contract and the earlier of (i) the date that is ninety (90) days from the end of the "Underwriting Period" as defined in the Rule, or (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB's Electronic Municipal Market Access system (but in no event less than twenty-five (25) days following the end of the Underwriting Period), any event shall occur, of which the District has actual knowledge, which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the District shall notify the Underwriter thereof, and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the District will at its expense (unless such supplement or amendment is the direct result of information provided by the Landowners or Underwriter, then at the expense of said relevant person) supplement or amend the Limited Offering Memorandum in a form and in a manner approved by the Underwriter. The end of the Underwriting Period shall be the next business day after the Closing Date;

(m) Since its inception, there has been no material adverse change in the properties, businesses, results of operations, prospects, management or financial or other condition of the District, except as disclosed in the Limited Offering Memoranda, and the District has not incurred liabilities that would materially adversely affect its ability to discharge its obligations under the Bond Resolution, the Assessment Resolutions, either Series of the Bonds, the Financing Documents or the Ancillary Agreements, direct or contingent, other than as set forth in or contemplated by the Limited Offering Memoranda;

(n) The District has not and is not now in default in the payment of the principal of or the interest on any governmental security issued or guaranteed by it after December 31, 1975 which would require the disclosure pursuant to Section 517.051, Florida Statutes or Rule 69W-400.003 of the Florida Department of Financial Services;

(o) Except as may be disclosed in the Preliminary Limited Offering Memorandum, the District has never failed to comply with any continuing disclosure obligations undertaken by the District in accordance with the continuing disclosure requirements of the Rule;

(p) Any certificate signed by any official of the District and delivered to the Underwriter will be deemed to be a representation by the District to the Underwriter as to the statements made therein; and

(q) From the date of this Purchase Contract through the Closing Date, the District will not issue any bonds (other than the Bonds), notes or other obligations payable from the Series 2021 Pledged Revenues.

7. **Closing.** At 10:00 a.m. prevailing time on _____, 2021 (the "Closing Date") or at such later time as may be mutually agreed upon by the District and the Underwriter, the District will, subject to the terms and conditions hereof, deliver to the Underwriter, the Bonds in definitive book-entry only form, duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof, in federal or other immediately available funds to the order of the District. Delivery of the Bonds as aforesaid shall be made pursuant to the FAST system of delivery of The Depository Trust Company, New York, New York, or at such other place as may be mutually agreed upon by the District and the Underwriter. The Bonds shall be typewritten, shall be prepared and delivered as fully registered bonds in book-entry only form, with one bond for each maturity, registered in the name of Cede & Co. and shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection and packaging, unless otherwise agreed by the District and the Underwriter.

8. **Closing Conditions.** The Underwriter has entered into this Purchase Contract in reliance upon the representations, warranties and agreements of the District contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered on the Closing Date and upon the performance by the District of its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds are conditioned upon the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing Date, and are also subject to the following additional conditions:

(a) The representations and warranties of the District contained herein shall be true, complete and correct, on the date hereof and on and as of the Closing Date, as if made on the Closing Date;

(b) At the time of the Closing, the Bond Resolution, the Assessment Resolutions, the Bonds, the Financing Documents and the Ancillary Agreements shall each be in full force and effect in accordance with their respective terms and the Bond Resolution, the Assessment Resolutions, the Indenture and the Limited Offering Memoranda shall not have been supplemented, amended, modified or repealed, except in any such case as may have been agreed to by the Underwriter;

(c) At or prior to the Closing Date, the Underwriter and the District shall have received each of the following:

(1) The Limited Offering Memorandum and each supplement or amendment, if any, thereto, executed on behalf of the District by the Chairperson of the Board or such other authorized member of the Board;

(2) A copy of each of the Bond Resolution and the Assessment Resolutions certified by the Secretary or an Assistant Secretary of the Board under seal as having been duly adopted by the Board of the District and as being in full force and effect;

(3) Executed copies of each of the Financing Documents and Ancillary Agreements in form and substance acceptable to the Underwriter and Underwriter's counsel;

(4) The opinion, dated as of the Closing Date and addressed to the District, of Greenberg Traurig, P.A., Bond Counsel, in the form included in the Preliminary Limited Offering Memorandum as APPENDIX C or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel, together with a letter of such counsel, dated as of the Closing Date and addressed to the Underwriter and the Trustee, to the effect that the foregoing opinion addressed to the District may be relied upon by the Underwriter and the Trustee to the same extent as if such opinion were addressed to them;

(5) The supplemental opinion, dated as of the Closing Date and addressed to the Underwriter, of Greenberg Traurig, P.A., Bond Counsel, in the form annexed as Exhibit C hereto or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(6) The opinion, dated as of the Closing Date and addressed to the District, the Underwriter and the Trustee of KE Law Group, PLLC, counsel to the District, in the form annexed as Exhibit D hereto or in form and substance otherwise acceptable to the Underwriter and its counsel;

(7) An opinion, dated as of the Closing Date and addressed to the Underwriter, Underwriter's Counsel, the District and Bond Counsel, of counsel to the Trustee, in form and substance acceptable to Bond Counsel, Underwriter, Underwriter's Counsel, and the District;

(8) A customary authorization and incumbency certificate, dated as of the Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(9) The opinion, dated as of the Closing Date and addressed to the District, the Trustee and the Underwriter, of Straughn & Turner, P.A., counsel to the Phase 2A Landowner, and the opinion, dated as of the Closing Date and addressed to the District, the Trustee and the Underwriter, of Peterson & Myers, P.A., counsel to the Phase 2B Landowner, in the form annexed as Exhibit E hereto or in form and substance otherwise acceptable to the Underwriter and Underwriter's counsel;

(10) Certificates of the Landowners dated as of the Closing Date, in the forms annexed as Exhibit F hereto or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(11) A copy of the Ordinance;

(12) A certificate, dated as of the Closing Date, signed by the Chairperson or Vice-Chairperson and the Secretary or an Assistant Secretary of the Board, setting forth that: (i) each of the representations of the District contained herein was true and accurate in all material respects on the date when made, has been true and accurate in all material respects at all times since, and continues to be true and accurate in all material respects on the Closing Date as if made on such date; (ii) the District has performed all obligations to be performed hereunder as of the Closing Date; (iii) except as may be disclosed in the Limited Offering Memorandum, the District has never been in default as to principal or interest with respect to any obligation issued or guaranteed by the District; (iv) the District agrees to take all reasonable action necessary to use the Uniform Method as the means of collecting the Series 2021 Special Assessments as described in the Indenture; and (v) the Limited Offering Memoranda (other than the information under the captions "DESCRIPTION OF THE SERIES 2021 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE LANDOWNERS," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Landowners" and "UNDERWRITING," as to which no view need be expressed) as of their respective dates, and as of the date hereof, do not contain any untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Limited Offering Memoranda are to be used, or which is necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;

(13) A customary signature and no litigation certificate, dated as of the Closing Date, signed on behalf of the District by the Chairperson or Vice-Chairperson and Secretary or an Assistant Secretary of the Board in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(14) Evidence of compliance by the District with the requirements of Section 189.051, Florida Statutes;

(15) Executed copies of the District's certification as to arbitrage and other matters relative to the tax status of the Bonds under Section 148 of the Internal Revenue Code of 1986, as amended;

(16) Executed copy of Internal Revenue Service Form 8038-G relating to the Bonds;

(17) A certificate of the District's consulting engineer, dated as of the Closing Date, in the form annexed as Exhibit G hereto or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(18) A certificate of the District manager and methodology consultant in the form annexed as Exhibit H hereto or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(19) A certificate of the District whereby the District deemed the Preliminary Limited Offering Memorandum final for purposes of the Rule as of the date of the Preliminary Limited Offering Memorandum except for the Permitted Omissions;

(20) To the extent required under the Indenture, an investor letter from each initial beneficial owner of the Bonds in the form attached to the Indenture;

(21) Such additional documents as may be required by the Indenture to be delivered as a condition precedent to the issuance of either Series of the Bonds;

(22) Evidence of compliance by the District with the requirements of Section 215.84, Florida Statutes;

(23) A certified copy of the final judgment of the Circuit Court in and for Polk County Florida validating the Bonds and appropriate certificate of no-appeal;

(24) A copy of the Master Assessment Methodology for Eden Hills Community Development District dated August 11, 2021, as supplemented by the [Supplemental Assessment Methodology Report for Eden Hills Community Development District for Phase 2A and 2B] dated the date hereof, as the same may be amended and supplemented from time to time, relating to the Bonds;

(25) A copy of the "Amended and Restated Engineer's Report for Capital Improvements" dated June 8, 2021;

(26) Acknowledgments in recordable form by all mortgage holders, if any, on lands within the Assessment Area Two as to the superior lien of the Series 2021 Special Assessments, in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(27) A Declaration of Consent to Jurisdiction of the District, Imposition of Special Assessments and Imposition of Lien of Record by the Landowners and any other landowners with respect to all real property which is subject to the Series 2021 Special Assessments, in recordable form and otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(28) Evidence acceptable to the Underwriter in its sole discretion that the District has engaged a dissemination agent acceptable to the Underwriter (the "Dissemination Agent") for the Bonds;

(29) A certificate of the Dissemination Agent (i) acknowledging its agreement to serve as the initial Dissemination Agent for the District and undertake the obligations of the Dissemination Agent as set forth in the Continuing Disclosure Agreements (ii) representing that the Dissemination Agent is aware of the continuing disclosure requirements set forth in the Continuing Disclosure Agreements and the Rule and that it has policies and procedures in place to ensure its compliance with its obligations under the Disclosure Agreements, and (iii) covenanting to comply with its obligations under the Disclosure Agreements; and

(30) Such additional legal opinions, certificates, instruments and other documents as, the Underwriter, Underwriter's Counsel or Bond Counsel may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the District's representations and warranties contained herein and of the statements and information contained in the Limited Offering Memoranda and the due performance or satisfaction by the District and the Landowners on or prior to the Closing of all the agreements then to be performed and conditions then to be satisfied by each.

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Purchase Contract (unless waived by the Underwriter in its sole discretion), or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the District shall be under any further obligation hereunder, except that the respective obligations of the District and the Underwriter set forth in Section 10 hereof shall continue in full force and effect.

9. Termination. The Underwriter shall have the right to terminate its obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds by notifying the District in writing of its election to do so if, after the execution hereof and prior to the Closing: (i) legislation shall have been introduced in or enacted by the Congress of the United States or enacted by the State, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairperson or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of

Representatives, or legislation shall have been proposed for consideration by either such committee, by any member thereof, or legislation shall have been favorably reported for passage to either House of Congress of the United States by a committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or the State, including the Tax Court of the United States, or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States, or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the District or by any similar body, or upon interest on obligations of the general character of the Bonds, which may have the purpose or effect, directly or indirectly, of materially and adversely affecting the tax exempt status of the District, its property or income, its securities (including either Series of the Bonds) or the interest thereon, or any tax exemption granted or authorized by the State or, which in the reasonable opinion of the Underwriter, affects materially and adversely the market for either Series of the Bonds, or the market price generally of obligations of the general character of the Bonds; (ii) the District or the Landowners have, without the prior written consent of the Underwriter, offered or issued any bonds, notes or other obligations for borrowed money, or incurred any material liabilities, direct or contingent, or there has been an adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District or the Landowners, other than in the ordinary course of their respective business; (iii) any event shall have occurred or shall exist which, in the reasonable opinion of the Underwriter, would or might cause the information contained in the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (iv) the District fails to adopt the Assessment Resolutions or fails to perform any action to be performed by it in connection with the levy of either Series of the Series 2021 Special Assessments.

10. Expenses.

(a) The District agrees to pay, and the Underwriter shall not be obligated to pay, any expenses incident to the performance of the District's obligations hereunder, including, but not limited to: (i) the cost of the preparation and distribution of the Indenture; (ii) the cost of the preparation and printing, if applicable, of the Limited Offering Memoranda and any supplements thereto, together with a reasonable number of copies which the Underwriter may request; (iii) the cost of registering the Bonds in the name of Cede & Co., as nominee of DTC, which will act as securities depository for such Bonds; (iv) the fees and disbursements of counsel to the District, the District Manager, the Dissemination Agent, Bond Counsel, the District Engineer, the Underwriter, Underwriter's Counsel, the District's methodology consultant, the District Engineer, and any other experts or consultants retained by the District; and (v) the cost of recording in the Official Records of the County any Financing Documents, Ancillary Agreements or other documents or certificates that are required to be recorded pursuant to the terms of this Purchase Contract. It is anticipated that such expenses shall be paid from the proceeds of the Bonds. The District shall submit for recording all documents required to be provided in recordable form hereunder within three business days after the Closing Date, which obligation shall survive the Closing.

(b) The Underwriter agrees to pay all advertising expenses in connection with the Bonds, if any.

11. No Advisory or Fiduciary Role. The District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction and with the discussions, undertakings and processes leading up to such transaction, the Underwriter is and has been acting solely as a principal and not as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)), agent or a fiduciary of the District, (iii) the Underwriter has not assumed an advisory or a fiduciary responsibility in favor of the District with respect to the limited offering of the Bonds or the discussions, undertakings and process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has provided or is currently advising or providing services to the District on other matters) or any other obligation to the District except the obligations expressly set forth in this Agreement, (iv) the Underwriter has financial and other interests that differ from those of the District, (v) the District has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds, and (vi) the Underwriter has provided to the District prior disclosures under Rule G-17 of the MSRB, which have been received by the District.

12. Notices. Any notice or other communication to be given to the District under this Purchase Contract may be given by delivering the same in writing to the District Manager at Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to FMSbonds, Inc., 20660 W. Dixie Highway, North Miami Beach, Florida 33180, Attention: Jon Kessler.

13. Parties in Interest; Survival of Representations. This Purchase Contract is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the District's representations, warranties and agreements contained in this Purchase Contract shall remain operative and in full force and effect and survive the closing on the Bonds, regardless of: (i) any investigations made by or on behalf of the Underwriter and (ii) delivery of and payment for the Bonds pursuant to this Purchase Contract.

14. Effectiveness. This Purchase Contract shall become effective upon the execution by the appropriate officials of the District and shall be valid and enforceable at the time of such acceptance. To the extent of any conflict between the provisions of this Purchase Contract and any prior contract between the parties hereto, the provisions of this Purchase Contract shall govern.

15. Headings. The headings of the sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.

16. Amendment. No modification, alteration or amendment to this Purchase Contract shall be binding upon any party until such modification, alteration or amendment is reduced to writing and executed by all parties hereto.

17. **Governing Law**. This Purchase Contract shall be governed and construed in accordance with the laws of the State.

18. **Counterparts; Facsimile; PDF**. This Purchase Contract may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were signatures upon the same instrument. Facsimile and pdf signatures shall be deemed originals.

[Signature page follows.]

Very truly yours,

FMSBONDS, INC.

By: _____
Theodore A. Swinarski,
Senior Vice President – Trading

Accepted and agreed to this
____ day of _____, 2021.

**EDEN HILLS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
_____, [Vice] Chair
Board of Supervisors

EXHIBIT A

DISCLOSURE AND TRUTH-IN-BONDING STATEMENT

_____, 2021

Eden Hills Community Development District
City of Lake Alfred, Florida

Re: \$_____ Eden Hills Community Development District Special Assessment Bonds,
Series 2021 (the "Bonds")

Dear Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the above-referenced Bonds, FMSbonds, Inc. (the "Underwriter"), having purchased the Bonds pursuant to a Bond Purchase Contract dated _____, 2021 (the "Bond Purchase Contract"), by and between the Underwriter and Eden Hills Community Development District (the "District"), furnishes the following information in connection with the limited offering and sale of the Bonds. Capitalized terms used and not defined herein shall have the meanings given to them under the Bond Purchase Contract.

1. The total underwriting discount paid to the Underwriter pursuant to the Bond Purchase Contract for the Bonds is approximately \$___.00 per \$1,000.00 or \$_____.00.
2. There are no "finders" as such term is used in Sections 218.385 and 218.386, Florida Statutes, in connection with the issuance of the Bonds.
3. The nature and estimated amounts of expenses to be incurred by the Underwriter in connection with the issuance of the Bonds are set forth in Schedule I attached hereto.
4. The management fee charged by the Underwriter is: \$0/\$1,000 or \$0.
5. Any other fee, bonus or other compensation estimated to be paid by the Underwriter in connection with the Bonds to any person not regularly employed or retained by the Underwriter in connection with the Bonds to any person not regularly employed or retained by the Underwriter is as follows: None. GrayRobinson, P.A. has been retained as counsel to the Underwriter and will be compensated by the District.
6. Pursuant to the provisions of Sections 218.385(2) and (3), Florida Statutes, as amended, the following truth-in-bonding statements are made with respect to the Bonds.

7. The address of the Underwriter is:

FMSbonds, Inc.
20660 W. Dixie Highway
North Miami Beach, Florida 33180

The District is proposing to issue \$_____ aggregate amount of the Bonds for the purposes of: (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Series 2021 Project, (ii) funding a deposit to the Series 2021 Reserve Account in the amount of the Series 2021 Reserve Requirement, (iii) paying a portion of the interest coming due on the Bonds, and (iv) paying the costs of issuance of the Bonds. This debt or obligation is expected to be repaid over a period of approximately _____ () years and _____ () months. At a net interest cost of approximately _____ % for the Bonds, total interest paid over the life of the Bonds will be \$_____.

The source of repayment for the Bonds is the Series 2021 Special Assessments, imposed and collected by the District. Based solely upon the assumptions set forth in the paragraph above, the issuance of the Bonds will result in approximately \$_____ (representing the average annual debt service payments due on the Bonds) of the District's special assessment revenues not being available to the District on an annual basis to finance other services of the District; provided however, that in the event that the Bonds were not issued, the District would not be entitled to impose and collect the Series 2021 Special Assessments in the amount of the principal of and interest to be paid on the Bonds.

[Remainder of page intentionally left blank.]

Sincerely,

FMSBONDS, INC.

By: _____
Theodore A. Swinarski,
Senior Vice President - Trading

SCHEDULE I

Expenses for Bonds:

<u>Expense</u>	<u>Amount</u>
DALCOMP	\$
Clearance	
CUSIP	
DTC	
FINRA/SIPC	
MSRB	
<u>Electronic Orders</u>	
TOTAL:	\$

EXHIBIT B

TERMS OF BONDS

1. **Purchase Price:** \$_____.00 (representing the \$_____.00 aggregate principal amount of the Series 2021 Bonds, plus net original issue premium of \$_____.00 and less an underwriter's discount of \$_____.00).
2. **Principal Amounts, Maturities, Interest Rates, [Yields] and Prices:**

<u>Series 2021 Bonds</u>				
		Interest		
<u>Amount</u>	<u>Maturity</u>	<u>Rate</u>	<u>[Yield]</u>	<u>Price</u>

* Yield calculated to the first optional call date of ____ 1, 20__.

The Underwriter has offered the Series 2021 Bonds to the public on or before the date of this Purchase Contract at the initial offering prices set forth herein and has sold at least 10% of each maturity of the Series 2021 Bonds to the public at a price that is no higher than such initial offering prices [, except for the following maturities: _____].

4. **Redemption Provisions:**

Optional Redemption

The Series 2021 Bonds maturing after May 1, 20__ may, at the option of the District be called for redemption prior to maturity as a whole or in part, at any time, on or after May 1, 20__ (less than all Series 2021 Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2021 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date through which interest has been paid to the redemption date from moneys on deposit in the Series 2021 Optional Redemption Subaccount of the Series 2021 Bond Redemption Account. If such optional redemption shall be in part, the District shall select such principal amount of Series 2021 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2021 Bonds is substantially level.

Mandatory Sinking Fund Redemption

The Series 2021 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2021 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
-------------	---

*

*Maturity

The Series 2021 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2021 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
-------------	---

*

*Maturity

The Series 2021 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2021 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
-------------	---

*

*Maturity

The Series 2021 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2021 Sinking Fund Account on May 1 in the

years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
-------------	---

*

*Maturity

Upon any redemption of Series 2021 Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the District shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2021 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2021 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2021 Bonds in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory sinking fund redemption amount is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

Extraordinary Mandatory Redemption

The Series 2021 Bonds are subject to extraordinary mandatory redemption prior to maturity by the District in whole or in part, on any date (other than in the case of clause (i) below, which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2021 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2021 Prepayment Principal deposited into the Series 2021 Prepayment Subaccount of the Series 2021 Bond Redemption Account following the payment in whole or in part of Series 2021 Special Assessments on any assessable property within the District in accordance with the provisions of the Second Supplemental Trust Indenture, together with any excess moneys transferred by the Trustee from the Series 2021 Reserve Account to the Series 2021 Prepayment Subaccount as a result of such Series 2021 Prepayment and pursuant to the Second Supplemental Indenture. If such redemption shall be in part, the District shall select such principal

amount of Series 2021 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2021 Bonds is substantially level;

(ii) from moneys, if any, on deposit in the Series 2021 Funds, Accounts and Subaccounts (other than the Series 2021 Rebate Fund and the Series 2021 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2021 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture; and

(iii) upon the Completion Date, from any funds remaining on deposit in the respective Series 2021 Acquisition and Construction Accounts in accordance with the provisions set forth in the Second Supplemental Indenture, not otherwise reserved to complete the Series 2021 Project and transferred to the Series 2021 General Redemption Subaccount of the Series 2021 Bond Redemption Account. If such redemption shall be in part, the District shall select such principal amount of Series 2021 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2021 Bonds is substantially level.

"Quarterly Redemption Date" shall mean each February 1, May 1, August 1, and November 1 of any calendar year.

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EXHIBIT C

BOND COUNSEL'S SUPPLEMENTAL OPINION

_____, 2021

Eden Hills Community Development District
City of Lake Alfred, Florida

FMSbonds, Inc.
North Miami Beach, Florida

Re: \$ _____ Eden Hills Community Development District (City of Lake Alfred,
Florida) Special Assessment Bonds, Series 2021

Ladies and Gentlemen:

We have acted as Bond Counsel to the Eden Hills Community Development District (the "District"), a community development district established and existing pursuant to Chapter 190 of the Florida Statutes, as amended (the "Act"), in connection with the issuance by the District of its \$ _____ aggregate principal amount of Special Assessment Bonds, Series 2021 (the "Series 2021 Bonds"). In such capacity, we have rendered our final approving opinion (the "Opinion") of even date herewith relating to the Series 2021 Bonds. The Series 2021 Bonds are secured pursuant to that certain Master Trust Indenture, dated as of November 1, 2020 (the "Master Indenture"), as supplemented by that certain Second Supplemental Trust Indenture, dated as of _____ 1, 2021 (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Series 2021 Indenture"), each by and between the District and U.S. Bank National Association, as trustee (the "Trustee").

In connection with the rendering of the Opinion, we have reviewed records of the actions taken by the District in connection with the authorization, sale and issuance of the Series 2021 Bonds, were present at various meetings and participated in various discussions in connection therewith and have reviewed such other documents, records and other instruments as we deem necessary to deliver this opinion.

The District has entered into a Bond Purchase Contract dated _____, 2021 (the "Purchase Contract"), for the purchase of the Series 2021 Bonds. Capitalized words used, but not defined, herein shall have the meanings ascribed thereto in the Purchase Contract.

Based upon the forgoing, we are of the opinion that:

1. The sale of the Series 2021 Bonds by the District is not subject to the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), pursuant to the exemption provided in Section 3(a)(2) of the Securities Act.

2. The Series 2021 Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

3. The information in the Limited Offering Memorandum under the captions "INTRODUCTION," "DESCRIPTION OF THE SERIES 2021 BONDS," and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2021 BONDS" insofar as such statements constitute descriptions of the Series 2021 Bonds or the Series 2021 Indenture, are accurate as to the matters set forth or documents described therein (provided, we express no opinion with respect to any financial, statistical and demographic information and information under the caption "DESCRIPTION OF THE SERIES 2021 BONDS - Book-Entry Only System," and any other information in the Limited Offering Memorandum concerning DTC and its book-entry system of registration), and the information under the captions "TAX MATTERS" and "AGREEMENT BY THE STATE" are correct as to matters of law.

This letter is furnished by us as Bond Counsel. No attorney-client relationship has existed or exists between our firm and FMSbonds, Inc. (the "Underwriter") in connection with the Series 2021 Bonds or by virtue of this letter. This letter is delivered to the Underwriter solely for its benefit as Underwriter and may not be used, circulated, quoted or otherwise referred to or relied upon by the Underwriter for any other purpose or by any other person other than the addressees hereto. This letter is not intended to, and may not be, relied upon by holders of the Series 2021 Bonds.

Respectfully submitted,

EXHIBIT D

ISSUER'S COUNSEL'S OPINION

_____, 2021

Eden Hills Community Development District
City of Lake Alfred, Florida

FMSbonds, Inc.
North Miami Beach, Florida

U.S. Bank, National Association
Orlando, Florida
(solely for reliance upon Sections C.1., C.2. and C.3.)

Re: \$ _____ Eden Hills Community Development District Special Assessment
 Bonds, Series 2021

Ladies and Gentlemen:

We serve as counsel to the Eden Hills Community Development District (the "District"), a local unit of special-purpose government established pursuant to the laws of the State of Florida, in connection with the sale by the District of its \$ _____ Eden Hills Community Development District Special Assessment Bonds, Series 2021 (the "Bonds"). This letter is delivered to you pursuant to Section 3.01(2), of the Master Indenture (defined below), Section 2.09(c) of the Second Supplemental Trust Indenture (defined below), and Section 8(c)(6) of the Bond Purchase Contract (referenced below), and is effective as of the date first written above. Each capitalized term not otherwise defined herein has the meaning given it to it in the Indenture (defined herein).

A. DOCUMENTS EXAMINED

In rendering the opinions set forth below, we have examined and/or relied upon the following documents and have made such examination of law as we have deemed necessary or appropriate:

1. Ordinance No. 1422-19, duly enacted by the City Commission of the City of Lake Alfred, Florida (the "City") on October 21, 2019, with an effective date of October 31, 2019, as amended ("**Establishment Ordinance**");
2. the *Master Trust Indenture*, dated as of November 1, 2020 ("**Master Indenture**"), as supplemented with respect to the Series 2021 Bonds by the *Second Supplemental Trust Indenture*, dated as of _____, 2021 ("**Second Supplemental Trust Indenture**" and, together with the Master Indenture, "**Series 2021 Indenture**"), each by and between the District and U.S. Bank National Association, as trustee ("**Trustee**");

3. Resolution No. 2020-24, Resolution No. and Resolution No. 2021-[18] adopted by the District on November 1, 2019, and [August 11], 2021, respectively (collectively, "**Bond Resolution**");
4. "*Amended and Restated Engineer's Report for Capital Improvements*" dated June 8, 2021, as amended ("**Engineer's Report**"), which describes among other things, the "**Series 2021 Project**";
5. *Master Assessment Methodology for Eden Hills Community Development District* dated [August 11, 2021], as supplemented by the [*Supplemental Assessment Methodology Report for Eden Hills Community Development District for Phase 2A and 2B*], dated _____, 2021 (collectively, "**Assessment Methodology**");
6. Resolution Nos. _____-__, _____-__, _____-__ and _____-__ (collectively, "**Assessment Resolution**"), establishing the debt service special assessments ("**Debt Assessments**"), securing the Bonds;
7. the *Final Judgment* issued on January 29, 2020, by the Circuit Court for the Tenth Judicial Circuit in and for Polk County, Florida in Case No. 53-2019CA-004550000000 and the Certificate of No Appeal issued therefor;
8. the Preliminary Limited Offering Memorandum dated _____, 2021 ("**PLOM**") and Limited Offering Memorandum dated _____, 2021 ("**LOM**");
9. certain certifications by FMSbonds, Inc. ("**Underwriter**"), as underwriter to the sale of the Bonds;
10. certain certifications of Wood & Associates Engineering, LLC, as District Engineer;
11. certain certifications of Governmental Management Services – Central Florida, LLC, as District Manager and Assessment Consultant;
12. general and closing certificate of the District;
13. an opinion of Greenberg Traurig, P.A. ("**Bond Counsel**"), issued to the District in connection with the sale and issuance of the Bonds;
14. an opinion of Aponte & Associates Law Firm, P.L.L.C. ("**Trustee Counsel**"), issued to the District and Underwriter in connection with the sale and issuance of the Bonds;
15. an opinion of Straughn & Turner, P.A., counsel to the Phase 2A Landowner (defined herein), issued to the District and the Underwriter in connection with the sale and issuance of the Bonds;
16. an opinion of Peterson & Myers, P.A., counsel to the Phase 2B Landowner (defined herein), issued to the District and the Underwriter in connection with the sale and issuance of the Bonds;
17. the following agreements ("**Bond Agreements**"):
 - (a) the Continuing Disclosure Agreement dated _____, 2021, by and among the District, Jack M. Berry, Inc., a Florida corporation (the "**Phase 2A Landowner**") and [Eden Hills Addition, LLC, a Florida limited liability company] (the "**Phase 2B Landowner**" and, together with the Phase 2A Landowner, the "**Landowners**"), and Governmental Management Services – Central Florida, LLC as dissemination agent;
 - (b) the Bond Purchase Contract between Underwriter and the District and dated _____, 2021 ("**BPA**");

- (c) the Acquisition Agreement (2021 Bonds), between the District and the Landowners and dated _____, 2021;
- (d) the Completion Agreement (2021 Bonds), between the District and the Landowners and dated _____, 2021;
- (e) the True-Up Agreement (2021 Bonds), between the District and the Landowners and dated _____, 2021;
- (f) the Collateral Assignment and Assumption Agreement (2021 Bonds), between the District, the Landowners and dated _____, 2021;
- 18. Declaration of Consent to Jurisdiction executed by the Landowner;
- 19. Certificates of Landowners; and
- 21. such other documents as we have deemed necessary or appropriate in rendering the opinions set forth below.

We have also attended various meetings of the District and have participated in conferences from time to time with representatives of the District, the District Engineer, the District Manager and Assessment Consultant, the Underwriter, Bond Counsel, counsel to the Underwriter, the Landowners, counsels to the Landowners, and others relative to the Limited Offering Memorandum and the related documents described herein.

B. RELIANCE

This opinion is solely for the benefit of the (i) District; (ii) the Underwriter; and (iii) the Trustee; however, the Trustee may only rely on this opinion for the limited purposes of the opinions stated in Sections C.1, C.2, and C.3. This opinion may not be relied on by any other party or for any other purpose without our prior written consent.

C. OPINIONS

Based on the foregoing, and subject to the qualifications and assumptions set forth herein, we are of the opinion that:

1. ***Authority*** – Under the Florida Constitution and laws of the State, the District has been duly established and validly exists as a local unit of special purpose government and a community development district under Chapter 190, Florida Statutes (the "Act"), with such powers as set forth in the Act, and with good, right and lawful authority: (a) to enter into and to consummate the transactions contemplated by the Bond Resolution, the Assessment Resolution, the Indenture, the Bonds and the Bond Agreements; (b) to issue the Bonds for the purposes for which they are issued; (c) to impose, levy, collect and enforce the Debt Assessments and pledge the Pledged Revenues to secure the Bonds as provided in the Indenture; (d) to adopt the Bond Resolution and the Assessment Resolution; and (e) to perform its obligations under the terms and conditions of the Bond Resolution, the Assessment Resolution, the Bond Agreements, the Bonds and the Indenture.

2. ***Assessments*** – The proceedings by the District with respect to the Debt Assessments have been in accordance with Florida law. The District has taken all action necessary to levy and impose the Debt Assessments as set forth in the Assessment Resolution, Assessment Methodology, and/or other applicable documents. The Debt Assessments constitute legal, valid,

binding and enforceable first liens upon the property against which such Debt Assessments are assessed, co-equal with the lien of all state, county, district and municipal taxes and assessments, and superior in dignity to all other liens, titles and claims, until paid.

3. **Agreements** – The (a) Bond Resolution, (b) Assessment Resolution, (c) Bonds, (d) Indenture, and (d) Bond Agreements (assuming due authorization, execution and delivery of documents (c) – (d) listed herein by any parties thereto other than the District) have been duly and validly authorized, executed and delivered by the District, have been duly approved and adopted and/or issued by the District, are in full force and effect, constitute legal, valid and binding obligations of the District, and are enforceable against the District in accordance with their respective terms. All conditions prescribed in the Indenture as precedent to the issuance of the Bonds have been fulfilled.

4. **Validation** – The Bonds have been validated by a final judgment of the Circuit Court in and for Polk County, Florida, of which no timely appeals were filed.

5. **Governmental Approvals** – As of the date hereof, all necessary consents, approvals, waivers or other actions by or filings with any governmental authority or other entity that are required for: (a) the adoption of the Bond Resolution and the Assessment Resolution; (b) the issuance, sale, execution and delivery of the Bonds upon the terms set forth in the BPA, PLOM, and LOM; (c) the execution and delivery of the Indenture and Bond Agreements; and (d) the performance by the District of the transactions required hereby, have been duly obtained or made and are in full force and effect.

6. **PLOM and LOM** – The District has duly authorized the execution, delivery and distribution by the Underwriter of the PLOM and LOM. To our knowledge, and based upon our review of the PLOM and LOM and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the PLOM and LOM, and as of the date of their respective issuances, and with respect to the PLOM, the date of the BPA, and with respect to the LOM, the date hereof, nothing has come to our attention which would lead us to believe that the PLOM and LOM contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, provided however that the opinions stated herein extend only to the following provisions of the PLOM and LOM: "INTRODUCTION" (as it relates to the District only), "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2021 BONDS – Prepayment of Series 2021 Special Assessments," "ENFORCEMENT OF ASSESSMENT COLLECTIONS," "THE DISTRICT" (excluding the subcaptions "The District Manager and Other Consultants"), "THE DEVELOPMENT – Landowners' Agreements" (solely as to the description of the agreements), "AGREEMENT BY THE STATE," "LEGALITY FOR INVESTMENT," "LITIGATION – The District," "CONTINUING DISCLOSURE" (as it relates to the District only), "VALIDATION," and "AUTHORIZATION AND APPROVAL," and further provided however that the opinions stated herein do not extend to any statements that constitute descriptions of the Bonds or the Indenture. No information or opinion is offered as to any remaining provisions of the PLOM or LOM.

7. **Litigation** – As the District's Registered Agent for service of process and the fact that we have not been served with notice, there is no litigation pending or, to the best of our

knowledge, threatened against the District: (a) seeking to restrain or enjoin the issuance or delivery of the Bonds or the application of the proceeds thereof, or the imposition, levy or collection of the Debt Assessments or the Pledged Revenues pledged for the payment of the debt service on the Bonds; (b) contesting or affecting the authority for the authority for the Debt Assessments, the authority for the issuance of the Bonds or the validity or enforceability of the Bonds, the Indenture, the Bond Agreements or the transactions contemplated thereunder; (c) contesting or affecting the establishment or existence of the District or any of its Supervisors, officers or employees, its assets, property or condition, financial or otherwise, or contesting or affecting any of the powers of the District, including its power to enter into the Indenture or the Bond Agreements, or its power to determine, assess, levy, collect and pledge the Debt Assessments for the payment of the debt service on the Bonds; or (d) specifically contesting the exclusion from federal gross income of interest on the Bonds.

8. ***Compliance with Laws*** – To the best of our knowledge, the District is not, in any manner material to the issuance of the Bonds or the Debt Assessments, in breach of or default under any applicable provision of the Act or constitutional provision, statute, or administrative regulation of the State of Florida, or any applicable judgment or decree, any loan agreement, indenture, bond, note, resolution, agreement (including the Bond Agreements and Indenture), or any other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of our knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the District under any such instrument; provided, however, that no opinion is expressed as to compliance with any state or federal tax or securities laws.

9. ***Authority to Undertake the Series 2021 Project*** – The District has good right and lawful authority under the Act to undertake, finance, acquire, construct, own, and operate the Series 2021 Project, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body.

D. CERTAIN ASSUMPTIONS

In rendering the foregoing opinions, we have assumed the following: (1) that all public records, certifications, agreements and other documents examined by us that have been executed or certified by public officials acting within the scope of their official capacities are authentic, truthful and accurate; (2) that copies of such public records, certifications, agreements, and other documents furnished to us are authentic and conform to the originals; (3) that all signatures on executed public records, certifications, agreements and other documents are genuine; and (4) that all public records, certifications, agreements and other documents have been properly authorized and are binding on each of the other parties thereto. [Such assumptions do not apply to District documents. We have also assume the legality and validity of the following Executive Orders of Governor DeSantis of the State of Florida: 2020-52 issued March 9, 2020 and 2020-69 issued March 20, 2020, as amended, extended and supplemented, respectively].

E. CERTAIN QUALIFICATIONS

The foregoing opinions are subject to the following qualifications:

1. The opinions or statements expressed above are based solely on the laws of Florida in effect at the time of issuance of the Bonds. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of the federal government (including but not limited to the Internal Revenue Code or any proposed changes thereto), or any other state or other jurisdiction.

2. Our opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws, relating to or affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases, including the fact that specific performance and other equitable remedies are granted only in the discretion of a court.

3. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws or federal securities laws, as to which no opinion is expressed.

4. We further express no opinion as to the necessity for an interest rate waiver under Florida law, or the applicability of any provision or section of the Internal Revenue Code.

5. We express no opinion and make no representations with regard to financial information or statistical data. We express no opinion as to compliance with any state or federal tax laws.

6. We have not reviewed, and therefore express no opinion, regarding any land use, real property or other related items, including but not limited to whether the Landowners are able to convey good and marketable title to any particular real property or interest therein and related to the Series 2021 Project.

7. With respect to any of the opinions set forth in this letter which are based on or qualified by the phrase "to our knowledge," the words "to our knowledge" signify that, in the course of our representation of the District, no facts have come to our attention that would give us actual knowledge that any such opinions or other matters are not accurate. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of District.

8. The opinions set forth herein are based on factual representations made to us as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of a particular result, and are not binding on the courts or any other entity; rather, our opinions represent our professional judgment based on our review of existing law, and in reliance on the representations and covenants that we deem relevant to such opinions.

Very truly yours,

KE LAW GROUP, PLLC

For the Firm

EXHIBIT E

FORM OF LANDOWNER'S COUNSEL'S OPINION

_____, 2021

Eden Hills Community Development District
City of Lake Alfred, Florida

FMSbonds, Inc.
North Miami Beach, Florida

U.S. Bank National Association
Orlando, Florida

Greenberg Traurig, P.A.
Miami, Florida

GrayRobinson, P.A.
Tampa, Florida

Re: \$_____ Eden Hills Community Development District Special Assessment
 Bonds, Series 2021 (the "Bonds")

Ladies and Gentlemen:

I am counsel to [_____] (the "Landowner"), which is the developer and owner of certain land within the planned community located in the Lake Alfred, Florida, and commonly referred to as "Eden Hills," as such lands are described in the Limited Offering Memoranda (as hereinafter defined). This opinion is rendered at the request of the Landowner in connection with the issuance by the Eden Hills Community Development District (the "District") of the above-referenced Bonds, as further described in the District's Preliminary Limited Offering Memorandum dated _____, 2021 and the District's final Limited Offering Memorandum, dated _____, 2021, including the appendices attached thereto (collectively, the "Limiting Offering Memoranda"). Capitalized terms not defined herein shall have the meaning set forth in the Limited Offering Memoranda.

It is my understanding that the Bonds are being issued for the purposes of: (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Series 2021 Project, (ii) funding a deposit to the Series 2021 Reserve Account in an amount equal to the Series 2021 Reserve Requirement, (iii) paying a portion of the interest coming due on the Bonds, and (iv) paying the costs of issuance of the Bonds.

In my capacity as counsel to the Landowner, I have examined originals or copies identified to my satisfaction as being true copies of the Limiting Offering Memoranda, the Continuing

Disclosure Agreement to be dated as of the Closing Date (the "Continuing Disclosure Agreement"), by and among the District, the Landowner, and Governmental Management Services – Central Florida, LLC, as dissemination agent, the Agreement Regarding the Completion of Certain Improvements by and between the District and the Landowner dated as of the Closing Date (the "Completion Agreement"), the Agreement Regarding the Acquisition of Real Property by and between the District and the Landowner dated as of the Closing Date (the "Acquisition Agreement"), the Collateral Assignment and Assumption of Development Rights Relating to the Series 2021 Project by and between the District, Landowner dated as of the Closing Date (the "Collateral Assignment"), the Agreement Regarding True-Up as to Series 2021 Special Assessments by and between the District and the Landowner dated as of the Closing Date (the "True-Up Agreement"), and the Declaration of Consent to Jurisdiction of the District, Imposition of Special Assessments and Imposition of Lien of Record dated as of the Closing Date and executed by the Landowner (the "Declaration of Consent") (collectively, the "Documents") and have made such examination of law as I have deemed necessary or appropriate in rendering this opinion. In connection with the forgoing, I also have reviewed and examined (i) the Operating Agreement of the Landowner dated as of _____, 20____, and the Landowner's Articles of Organization filed on _____, 20____, and (ii) certificate of good standing issued by the State of Florida for the Landowner on [_____, 2020] (collectively, the "Organizational Documents").

In rendering this opinion, I have assumed, without having made any independent investigation of the facts, the genuineness of all signatures (other than those of the Landowner) and the authenticity of all documents submitted to me as originals and the conformity to original documents of all documents submitted to me as certified, conformed or photostatic copies, and the legal capacity of all natural persons.

In basing the opinions set forth in this opinion on "my knowledge," the words "my knowledge" signify that, in the course of my representation of Landowner, no facts have come to my attention that would give me actual knowledge or actual notice that any such opinions or other matters are not accurate. Except as otherwise stated in this opinion, I have undertaken no investigation or verification of such matters.

Based on the forgoing, I am of the opinion that:

1. The Landowner is a [limited liability company / corporation], organized and existing under the laws of the State of Florida.
2. The Landowner has the power to conduct its business and to undertake the funding of the development of the lands in the District as described in the Limited Offering Memoranda and to enter into the Documents.
3. The Documents have been duly authorized, executed and delivered by the Landowner and are in full force and effect. Assuming the due authorization, execution and delivery of such instruments by the other parties thereto and their authority to perform such instruments, the Documents constitute legal, valid and binding obligations of the Landowner, enforceable in accordance with their respective terms.

4. Nothing has come to my attention that would lead me to believe the information contained in the Limited Offering Memoranda under the captions "THE DEVELOPMENT," "THE LANDOWNERS," "LITIGATION – The Landowners," and "CONTINUING DISCLOSURE" (as it relates to the herein defined Landowner only) does not accurately and fairly present the information purported to be shown or contains any untrue statement of a material fact nor omits to state any material fact necessary to make the statement made therein, in light of the circumstances under which they were made, not misleading as of the dates of the Limited Offering Memoranda or as of the date hereof.

5. The execution, delivery and performance of the Documents by the Landowner do not violate (i) the operating agreements or by-laws of the Landowner, (ii) to my knowledge, any agreement, instrument or Federal or Florida law, rule or regulation known to me to which any the Landowner is a party or by which any of such entity's assets are or may be bound; or (iii) to my knowledge, any judgment, decree or order of any administrative tribunal, which judgment, decree, or order is binding on the Landowner or its assets.

6. Nothing has come to my attention that would lead me to believe that the Landowner is not in compliance in all material respects with all provisions of applicable law in all material matters relating to the Landowner as described in the Limited Offering Memoranda. Except as otherwise described in the Limited Offering Memoranda, (a) I have no knowledge that the Landowner has not received all government permits, consents and licenses required in connection with the construction and completion of the development of the Series 2021 Project and the Assessment Area Two as described in the Limited Offering Memoranda; (b) I have no knowledge of any default of any zoning condition, land use permit or development agreement which would adversely affect the Landowner's ability to complete development of the Series 2021 Project and the Assessment Area Two as described in the Limited Offering Memoranda and all appendices thereto; and (c) I have no knowledge and am not otherwise aware of any reason to believe that any permits, consents and licenses required to complete the development of the Assessment Area Two as described in the Limited Offering Memoranda will not be obtained in due course as required by the Landowner.

7. To the best of my knowledge after due inquiry, the levy of the Series 2021 Special Assessments on the applicable lands within the District will not conflict with or constitute a breach of or default under any agreement, indenture or other instrument to which the Landowner is a party or to which the Landowner or any of its properties or assets are subject.

8. To the best of my knowledge after due inquiry, there is no litigation pending which would prevent or prohibit the development of the Series 2021 Project or the Assessment Area Two in accordance with the descriptions thereof in the Limited Offering Memoranda and the Engineer's Report annexed thereto or which may result in any material adverse change in the respective business, properties, assets or financial condition of the Landowner.

9. To the best of my knowledge after due inquiry, the Landowner has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. To the best of my knowledge after due inquiry, the

Landowner has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

10. To the best of my knowledge after due inquiry, the Landowner is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets are subject, which default would have a material adverse effect on the Bonds or the development of the Series 2021 Project or the Assessment Area Two.

This opinion is given as of the date hereof, and I disclaim any obligation to update this opinion letter for events occurring after the date of this opinion letter. The foregoing opinion applies only with respect to the laws of the State of Florida and the federal laws of the United States of America and I express no opinion with respect to the laws of any other jurisdiction. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws, as to which no opinion is expressed. This letter is for the benefit of and may be relied upon solely by the addressees and this opinion may not be relied upon in any manner, nor used, by any other persons or entities.

My opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws relating to or affecting creditor's rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases.

Very truly yours,

EXHIBIT F

FORM OF CERTIFICATE OF LANDOWNERS

[_____, a Florida _____] (herein, the "Landowner"), DOES HEREBY CERTIFY, that:

1. This Certificate is furnished pursuant to Section 8(c)(10) of the Bond Purchase Contract dated _____, 2021 (the "Purchase Contract") between Eden Hills Community Development District (the "District") and FMSbonds, Inc. (the "Underwriter") relating to the sale by the District of its \$_____ original aggregate principal amount of Eden Hills Community Development District Special Assessment Bonds, Series 2021 (the "Series 2021 Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract.

2. The Landowner is a [corporation / limited liability company] organized and existing under the laws of the State of Florida.

3. Representatives of the Landowner have provided information to the District to be used in connection with the offering by the District of its Series 2021 Bonds, pursuant to a Preliminary Limited Offering Memorandum dated _____, 2021 and the Limited Offering Memorandum, dated _____, 2021, including the appendices attached thereto (collectively, the "Limited Offering Memoranda").

4. The Declaration of Consent to Jurisdiction of Eden Hills Community Development District and to Imposition of Special Assessments dated _____, 2021 executed by the Landowner and to be recorded in the public records of Polk County, Florida (the "Declaration of Consent"), constitutes a valid and binding obligation of the Landowner, enforceable against the Landowner in accordance with its terms.

5. The Landowner has reviewed and approved the information contained in the Limited Offering Memoranda under the captions "THE SERIES 2021 PROJECT," "THE DEVELOPMENT," "THE LANDOWNERS" (as it relates to the herein defined Landowner), "BONDOWNERS' RISKS" (as it relates to the herein defined Landowner, the Development and non-specific Bondholder risks), "LITIGATION – The Landowners" (as it pertains to the herein defined Landowner) and "CONTINUING DISCLOSURE" (as it pertains to the herein defined Landowner) and warrants and represents that such information did not as of their respective dates, and does not as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, the Landowner is not aware of any other information in the Limited Offering Memoranda that contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

6. The Landowner represents and warrants that it has complied with and will continue to comply with Chapter 190.048, Florida Statutes, as amended.

7. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of the Landowner which has not been disclosed in the Limited Offering Memoranda.

8. The Landowner hereby represents that it owns that the lands in the District that will be subject to the Series 2021 Special Assessments as described in the Limited Offering Memoranda, and the Landowner hereby consents to the levy of the Series 2021 Special Assessments on the lands in the District owned by the Landowner. The levy of the Series 2021 Special Assessments on the Lands in the District will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which the Landowner is a party or to which its property or assets are subject.

9. The Landowner has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Landowner has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

10. The Landowner acknowledges that the Series 2021 Bonds have the debt service requirements set forth in the Limited Offering Memorandum and that the Series 2021 Special Assessments will be levied by the District at times, and in amounts sufficient, to enable the District to pay debt service on the Series 2021 Bonds when due.

11. To the best of our knowledge, the Landowner is not in default under any other resolution, ordinance, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which the Landowner is subject or by which the Landowner or its properties are or may be bound, which would have a material adverse effect on the consummation of the transactions contemplated by the Financing Documents, Ancillary Documents, the Declaration of Consent or on the Development and is current in the payment of all ad valorem, federal and state taxes associated with the Development.

12. Except as otherwise disclosed in the Limited Offering Memoranda, there is no action, suit or proceedings at law or in equity by or before any court or public board or body pending or, solely to the best of our knowledge, threatened against the Landowner (or any basis therefor) (a) seeking to restrain or enjoin the execution or delivery of Financing Documents, Declaration of Consent and/or Ancillary Documents to which the Company is a party, (b) contesting or affecting the validity or enforceability of the Financing Documents, Declaration of Consent and/or Ancillary Documents, or any and all such other agreements or documents as may be required to be executed, or the transactions contemplated thereunder, (c) contesting or affecting the establishment or existence of the Landowner or of the Landowner's business, assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Landowner, or (d) that would have a material and adverse effect upon the ability of the Landowner to (i) complete the development of lands within the Assessment Area Two as described in the Limited Offering Memoranda, (ii) pay the Series 2021 Special Assessments, or (iii) perform its various obligations as described in the Limited Offering Memoranda.

13. To the best of our knowledge after due inquiry, the Landowner is in compliance in all material respects with all provisions of applicable law in all material matters relating to the Development as described in the Limited Offering Memoranda, including applying for all necessary permits. Except as otherwise described in the Limited Offering Memoranda, (a) the Development is zoned and properly designated for its intended use; (b) all government permits other than certain permits, which permits are expected to be received as needed, have been received; (c) the Landowner is not aware of any default of any zoning condition, permit or development agreement which would adversely affect the Landowner's ability to complete or cause the completion of development of the Assessment Area Two as described in the Limited Offering Memoranda and all appendices thereto; and (d) there is no reason to believe that any permits, consents and licenses required to complete the development of the Assessment Area Two as described in the Offering Memoranda will not be obtained as required.

14. The Landowner acknowledges that it will have no rights under Chapter 170, Florida Statutes, as amended, to prepay, without interest, the Series 2021 Special Assessments imposed on lands in the District owned by the Landowner within thirty (30) days following completion of the Series 2021 Project and acceptance thereof by the District.

15. Except as disclosed in the Limited Offering Memoranda, the Landowner has never failed to comply in all material respects with any disclosure obligations pursuant to SEC Rule 15c2-12.

16. The Landowner is not in default of any obligations to pay special assessments, and the Landowner is not insolvent.

Dated: _____, 2021.

[_____, a Florida
[corporation / limited liability company]

By: _____

By: _____
Its: _____

APPENDIX G

CERTIFICATE OF ENGINEER

CERTIFICATE OF WOOD & ASSOCIATES ENGINEERING, LLC (the "Engineers"), DOES HEREBY CERTIFY, that:

1. This certificate is furnished pursuant to Section 8(c)(17) of the Bond Purchase Contract dated _____, 2021 (the "Purchase Contract"), by and between Eden Hills Community Development District (the "District") and FMSbonds, Inc. with respect to the District's \$_____ original aggregate principal amount of Eden Hills Community Development District Special Assessment Bonds, Series 2021 (the "Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Preliminary Limited Offering Memorandum dated _____, 2021 and the Limited Offering Memorandum, dated _____, 2021, including the appendices attached thereto, relating to the Bonds (collectively, the "Limited Offering Memoranda"), as applicable.

2. The Engineers have been retained by the District as the District Engineer.

3. The plans and specifications for the Series 2021 Project (as described in the Limited Offering Memoranda) were approved by all regulatory bodies required to approve them. All environmental and other regulatory permits or approvals required in connection with the construction of the Series 2021 Project were obtained.

4. The Engineers prepared the report entitled "Amended and Restated Engineer's Report for Capital Improvements" dated June 8, 2021 (the "Report"). The Report was prepared in accordance with generally accepted engineering principles. The Report is included as "APPENDIX A: ENGINEER'S REPORT" to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and a description of the Report and certain other information relating to the Series 2021 Project are included in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "THE SERIES 2021 PROJECT" and "THE DEVELOPMENT." The Report and said information are true and complete in all material respects, contain no untrue statement of a material fact, and do not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. The Engineers hereby consent to the inclusion of the Report as "APPENDIX A: ENGINEER'S REPORT" to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and to the references to the Engineers in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

6. The Series 2021 Project is being constructed in sound workmanlike manner and in accordance with industry standards.

7. The price being paid by the District to the Landowners for acquisition of the improvements included within the Series 2021 Project will not exceed the lesser of the cost of the Series 2021 Project or the fair market value of the assets acquired by the District.

8. To the best of our knowledge, after due inquiry, the Landowners are in compliance in all material respects with all provisions of applicable law in all material matters relating to the Landowners and the Development as described in the Limited Offering Memoranda. Except as otherwise described in the Limited Offering Memoranda, (a) all government permits required in connection with the construction of the Development as described in the Limited Offering Memoranda have been received; (b) we are not aware of the any default of any zoning condition, land use permit or development agreement which would adversely affect the ability to complete development of the Assessment Area Two as described in the Limited Offering Memoranda and all appendices thereto; and (c) we have no actual knowledge and are not otherwise aware of any reason to believe that any permits, consents and licenses required to complete the Development (including the Assessment Area Two) as described in the Limited Offering Memoranda and all appendices thereto will not be obtained in due course as required by the Landowners.

9. There is adequate water and sewer service capacity to serve the Assessment Area Two within the District.

Date: _____, 2021

**WOOD & ASSOCIATES ENGINEERING,
LLC**

By: _____

Print Name: _____

Title: _____

EXHIBIT H

CERTIFICATE OF DISTRICT MANAGER AND METHODOLOGY CONSULTANT

_____, 2021

Eden Hills Community Development District
City of Lake Alfred, Florida

FMSbonds, Inc.
North Miami Beach, Florida

Re: \$_____ Eden Hills Community Development District Special Assessment
Bonds, Series 2021

Ladies and Gentlemen:

The undersigned representative of Governmental Management Services – Central Florida, LLC ("GMS"), DOES HEREBY CERTIFY:

1. This certificate is furnished pursuant to Section 8(c)(18) of the Bond Purchase Contract dated _____, 2021 (the "Purchase Contract"), by and between Eden Hills Community Development District (the "District") and FMSbonds, Inc. with respect to the District's \$_____ original aggregate principal amount of Eden Hills Community Development District Special Assessment Bonds, Series 2021 (the "Series 2021 Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Limited Offering Memoranda relating to the Series 2021 Bonds, as applicable.

2. GMS has acted as district manager and methodology consultant to the District in connection with the sale and issuance by the District of its Series 2021 Bonds and has participated in the preparation of the Preliminary Limited Offering Memorandum dated _____, 2021 and the Limited Offering Memorandum, dated _____, 2021, including the appendices attached thereto (collectively, the "Limited Offering Memoranda").

3. In connection with the issuance of the Series 2021 Bonds, we have been retained by the District to prepare the Master Assessment Methodology for Eden Hills Community Development District dated [August 11, 2021], as supplemented by the [Supplemental Assessment Methodology for Eden Hills Community Development District for Phase 2A and Phase 2B] dated _____, 2021 (collectively, the "Assessment Methodology"), which Assessment Methodology has been included as an appendix to the Limited Offering Memoranda. We hereby consent to the use of such Assessment Methodology in the Limited Offering Memoranda and consent to the references to us therein.

4. As District Manager, nothing has come to our attention that would lead us to believe that the Limited Offering Memoranda, as they relate to the District, the Series 2021 Project, or any information provided by us, and the Assessment Methodology, as of their respective dates and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to

state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. The information set forth in the Limited Offering Memoranda under the subcaptions "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS," "THE DISTRICT," "FINANCIAL STATEMENTS," "LITIGATION" (insofar as such description relates to the District), "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS," "CONTINUING DISCLOSURE," "CONTINGENT FEES," and in "APPENDIX D: ASSESSMENT METHODOLOGY" did not as of the respective dates of the Limited Offering Memoranda and does not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

6. To the best of our knowledge, there has been no change which would materially adversely affect the assumptions made or the conclusions reached in the Assessment Methodology and the considerations and assumptions used in compiling the Assessment Methodology are reasonable. The Assessment Methodology and the assessment methodology set forth therein were prepared in accordance with all applicable provisions of Florida law.

7. As District Manager and Registered Agent for the District, we are not aware of any litigation pending or, to the best of our knowledge, threatened against the District restraining or enjoining the issuance, sale, execution or delivery of the Series 2021 Bonds, or in any way contesting or affecting the validity of the Series 2021 Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Series 2021 Bonds, or the existence or powers of the District.

8. The Series 2021 Special Assessments, as initially levied and as may be reallocated from time to time as permitted by resolutions adopted by the District, are sufficient to enable the District to pay the debt service on the Series 2021 Bonds through the final maturity thereof.

Dated: _____, 2021.

**GOVERNMENTAL MANAGEMENT
SERVICES – CENTRAL FLORIDA, LLC,**
a Florida limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT C

FORM OF PRELIMINARY LIMITED OFFERING MEMORANDUM

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED [_____, 2021]

**NEW ISSUES - BOOK-ENTRY-ONLY
LIMITED OFFERING**

NOT RATED

In the opinion of Greenberg Traurig, P.A., Bond Counsel, assuming the accuracy of certain representations and certifications of the Landowners and the District and the continuing compliance with certain tax covenants, under existing statutes, regulations, rulings and court decisions, interest on the Series 2021 Bonds (as hereinafter defined) is excludable from gross income for federal income tax purposes; and, further, interest on the Series 2021 Bonds will not be an item of tax preference for purposes of the alternative minimum tax imposed on individuals. See "TAX MATTERS" herein for a description of certain other federal tax consequences of ownership of the Series 2021 Bonds. Bond Counsel is further of the opinion that the Series 2021 Bonds and the income thereon are not subject to taxation under the laws of the State of Florida, except as to estate taxes and taxes under Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined in said Chapter 220. See "TAX MATTERS" herein.

**EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
(CITY OF LAKE ALFRED, FLORIDA)**

\$10,265,000*

SPECIAL ASSESSMENT BONDS, SERIES 2021

Dated: Date of Delivery

Due: As described herein

The Eden Hills Community Development District Special Assessment Bonds, Series 2021 (the "Series 2021 Bonds") are being issued by the Eden Hills Community Development District (the "District" or the "Issuer") in fully registered form, without coupons, in authorized denominations of \$5,000 and any integral multiple thereof. The Series 2021 Bonds will bear interest at the fixed rates set forth in the inside cover page hereof, calculated on the basis of a 360-day year comprised of twelve 30-day months, payable semi-annually on each May 1 and November 1, commencing [May 1, 2022]. The Series 2021 Bonds, when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York. Purchases of beneficial interests in the Series 2021 Bonds will be made in book-entry-only form and purchasers of beneficial interests in the Series 2021 Bonds will not receive physical bond certificates. For so long as the book-entry only system is maintained, the principal of and interest on the Series 2021 Bonds will be paid from the sources provided by the Indenture (as defined herein) by U.S. Bank National Association, as trustee (the "Trustee"), to Cede & Co., as nominee of DTC, as the registered owner thereof. Disbursement of such payments to the DTC Participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of the DTC Participants and Indirect Participants, as more fully described herein. Any purchaser, as a beneficial owner of a Series 2021 Bond, must maintain an account with a broker or dealer who is, or acts through, a DTC Participant in order to receive payment of the principal of, premium, if any, and interest on such Series 2021 Bond. See "DESCRIPTION OF THE SERIES 2021 BONDS – Book-Entry Only System" herein.

The Series 2021 Bonds are being issued for the purposes of: (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Series 2021 Project (as defined herein), (ii) funding a deposit to the Series 2021 Reserve Account in the amount of the Series 2021 Reserve Requirement (as defined herein), (iii) paying a portion of the interest coming due on the Series 2021 Bonds, and (iv) paying the costs of issuance of the Series 2021 Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" and "APPENDIX B: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL INDENTURE" hereto.

The District is a local unit of special-purpose government of the State of Florida (the "State"), created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance No. 1422-19, duly enacted by the City Commission of the City of Lake Alfred, Florida (the "City") on October 21, 2019, with an effective date of October 31, 2019, as amended by Ordinance No. 1456-21, duly enacted by the City on June 7, 2021, with an effective date of June 16, 2021 (collectively, the "Ordinance"). The Series 2021 Bonds are being issued pursuant to the Act, Resolution No. 2020-24 and Resolution No. 2021-[18] adopted by the Board of Supervisors (the "Board") of the District on November 1, 2019 and [August 11], 2021, respectively (collectively, the "Resolution"), and a Master Trust Indenture dated as of December 1, 2020 (the "Master Indenture"), as supplemented by a Second Supplemental Trust Indenture, dated as of [_____] 1, 2021] (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and the Trustee. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

The Series 2021 Bonds are payable from and secured solely by the Series 2021 Pledged Revenues. The Series 2021 Pledged Revenues for the Series 2021 Bonds consist of (a) all revenues received by the District from the Series 2021 Special Assessments (as defined herein) levied and collected on the assessable lands within Assessment Area Two, benefitted by the Series 2021 Project, including without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2021 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2021 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture, created and established with respect to or for the benefit of the Series 2021 Bonds; provided, however, that the Series 2021 Pledged Revenues shall not include (A) any moneys transferred to the Series 2021 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2021 Costs of Issuance Account of the Acquisition and Construction Fund and (C) "special assessments" levied and collected by the District under Section 190.022, Florida Statutes, for maintenance purposes or "maintenance assessments" levied and collected by the District under Section 190.021(3), Florida Statutes (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses of (A), (B) and (C) of this proviso). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2021 BONDS" herein.

The Series 2021 Bonds are subject to optional redemption, mandatory sinking fund and extraordinary mandatory redemption at the times, in the amounts, and at the redemption prices more fully described herein under the caption "DESCRIPTION OF THE SERIES 2021 BONDS — Redemption Provisions."

THE SERIES 2021 BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY OUT OF THE SERIES 2021 PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE, AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE CITY, POLK COUNTY, FLORIDA (THE "COUNTY"), THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2021 BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION SERIES 2021 SPECIAL ASSESSMENTS TO SECURE AND PAY THE SERIES 2021 BONDS. THE SERIES 2021 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE CITY, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

The Series 2021 Bonds involve a degree of risk (see "BONDOWNERS' RISKS" herein) and are not suitable for all investors (see "SUITABILITY FOR INVESTMENT" herein). Pursuant to Florida law, the Underwriter (as defined herein) is limiting this offering to "accredited investors" within the meaning of Chapter 517, Florida Statutes, and the rules of the Florida Department of Financial Services promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfer in any secondary market for the Series 2021 Bonds. The Series 2021 Bonds are not credit enhanced or rated and no application has been made for a rating with respect to the Series 2021 Bonds.

This cover page contains certain information for quick reference only. It is not a summary of the Series 2021 Bonds. Investors must read this entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

MATURITY SCHEDULE

\$ _____	—	_____ % Term Bond due May 1, 20__	, Yield _____ %	, Price _____	CUSIP # _____	**
\$ _____	—	_____ % Term Bond due May 1, 20__	, Yield _____ %	, Price _____	CUSIP # _____	**
\$ _____	—	_____ % Term Bond due May 1, 20__	, Yield _____ %	, Price _____	CUSIP # _____	**
\$ _____	—	_____ % Term Bond due May 1, 20__	, Yield _____ %	, Price _____	CUSIP # _____	**

The Series 2021 Bonds are offered for delivery when, as and if issued by the District and accepted by the Underwriter, subject to the receipt of the opinion of Greenberg Traurig, P.A., Miami, Florida, Bond Counsel, as to the validity of the Series 2021 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the Underwriter by its counsel, GrayRobinson, P.A., Tampa, Florida, for the District by its counsel, KE Law Group, PLLC, Tallahassee, Florida, and for the Landowners (as defined herein) by their counsels, Straughn & Turner, P.A., Winter Haven, Florida and Peterson & Myers, P.A., respectively. It is expected that the Series 2021 Bonds will be delivered in book-entry form through the facilities of DTC on or about _____, 2021.

FMSbonds, Inc.

Dated: _____, 2021

* Preliminary, subject to change.

** The District is not responsible for the use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the readers of this Limited Offering Memorandum.

EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS

Warren "Rennie" Heath II, Chair*
Lauren Schwenk, Vice Chair*
Justin Frye, Assistant Secretary*
Andrew Rhinehart, Assistant Secretary*
Matthew Cassidy, Assistant Secretary*

*Affiliated with one of the Landowners or its affiliates

DISTRICT MANAGER/METHODOLOGY CONSULTANT

Governmental Management Services – Central Florida, LLC
Orlando, Florida

DISTRICT ENGINEER

Wood & Associates Engineering, LLC
Lakeland, Florida

DISTRICT COUNSEL

KE Law Group, PLLC
Tallahassee, Florida

BOND COUNSEL

Greenberg Traurig, P.A.
Miami, Florida

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE DISTRICT TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DISTRICT. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY OF THE SERIES 2021 BONDS AND THERE SHALL BE NO OFFER, SOLICITATION, OR SALE OF THE SERIES 2021 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE LANDOWNERS (AS HEREINAFTER DEFINED), THE DISTRICT, PUBLIC DOCUMENTS, RECORDS AND OTHER SOURCES, WHICH SOURCES ARE BELIEVED TO BE RELIABLE BUT WHICH INFORMATION IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF, THE UNDERWRITER NAMED ON THE COVER PAGE OF THIS LIMITED OFFERING MEMORANDUM. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN CONTAINED ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE DISTRICT, THE LANDOWNERS OR IN THE STATUS OF THE DEVELOPMENT OR THE SERIES 2021 PROJECT (AS SUCH TERMS ARE HEREINAFTER DEFINED) SINCE THE DATE HEREOF.

THE SERIES 2021 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON CERTAIN EXEMPTIONS SET FORTH IN SUCH ACTS. THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE SERIES 2021 BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF ANY JURISDICTIONS WHEREIN THESE SECURITIES HAVE BEEN OR WILL BE REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THE DISTRICT, THE CITY, THE COUNTY, THE STATE, NOR ANY OTHER POLITICAL SUBDIVISIONS THEREOF HAVE GUARANTEED OR PASSED UPON THE MERITS OF THE SERIES 2021 BONDS, UPON THE PROBABILITY OF ANY EARNINGS THEREON OR UPON THE ACCURACY OR ADEQUACY OF THIS LIMITED OFFERING MEMORANDUM.

"FORWARD-LOOKING STATEMENTS" ARE USED IN THIS DOCUMENT BY USING FORWARD LOOKING WORDS SUCH AS "MAY," "WILL," "SHOULD,"

"INTENDS," "EXPECTS," "BELIEVES," "ANTICIPATES," "ESTIMATES," OR OTHERS. THE READER IS CAUTIONED THAT FORWARD-LOOKING STATEMENTS ARE SUBJECT TO A VARIETY OF UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER FROM THE PROJECTED RESULTS. THOSE RISKS AND UNCERTAINTIES INCLUDE GENERAL ECONOMIC AND BUSINESS CONDITIONS, CONDITIONS IN THE FINANCIAL MARKETS AND REAL ESTATE MARKET, THE DISTRICT'S COLLECTION OF ASSESSMENTS, AND VARIOUS OTHER FACTORS WHICH MAY BE BEYOND THE DISTRICT'S, THE LANDOWNERS' CONTROL. BECAUSE THE DISTRICT AND THE LANDOWNERS CANNOT PREDICT ALL FACTORS THAT MAY AFFECT FUTURE DECISIONS, ACTIONS, EVENTS, OR FINANCIAL CIRCUMSTANCES, WHAT ACTUALLY HAPPENS MAY BE DIFFERENT FROM WHAT IS INCLUDED IN FORWARD-LOOKING STATEMENTS.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT AND THE LANDOWNERS DO NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF THEIR EXPECTATIONS CHANGE OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

THIS LIMITED OFFERING MEMORANDUM IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: WWW.MUNIOS.COM AND WWW.EMMA.MSRB.ORG. THIS LIMITED OFFERING MEMORANDUM MAY BE RELIED UPON ONLY IF IT IS PRINTED IN ITS ENTIRETY DIRECTLY FROM EITHER OF SUCH WEBSITES.

THIS PRELIMINARY LIMITED OFFERING MEMORANDUM IS IN A FORM DEEMED FINAL BY THE DISTRICT FOR PURPOSES OF RULE 15C2-12 UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN INFORMATION PERMITTED TO BE OMITTED PURSUANT TO RULE 15C2-12(B)(1).

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LIMITED OFFERING MEMORANDUM

EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT (CITY OF LAKE ALFRED, FLORIDA)

\$10,265,000* SPECIAL ASSESSMENT BONDS, SERIES 2021

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page, inside cover, and appendices hereto, is to provide certain information in connection with the issuance and sale by Eden Hills Community Development District (the "District" or the "Issuer") of its \$10,265,000* aggregate principal amount of Special Assessment Bonds, Series 2021 (the "Series 2021 Bonds").

PROSPECTIVE INVESTORS SHOULD BE AWARE OF CERTAIN RISK FACTORS, ANY OF WHICH, IF MATERIALIZED TO A SUFFICIENT DEGREE, COULD DELAY OR PREVENT PAYMENT OF PRINCIPAL OF AND/OR INTEREST ON THE SERIES 2021 BONDS. THE SERIES 2021 BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. PURSUANT TO APPLICABLE STATE LAW, THE UNDERWRITER IS LIMITING THIS INITIAL OFFERING OF THE SERIES 2021 BONDS TO ONLY ACCREDITED INVESTORS WITHIN THE MEANING OF CHAPTER 517, FLORIDA STATUTES, AND THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES PROMULGATED THEREUNDER. THE LIMITATION OF THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFER IN ANY SECONDARY MARKET FOR THE SERIES 2021 BONDS. See "SUITABILITY FOR INVESTMENT" and "BONDOWNERS' RISKS" herein.

The District is a local unit of special-purpose government of the State of Florida (the "State"), created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance No. 1422-19, duly enacted by the City Commission of the City of Lake Alfred, Florida (the "City") on October 21, 2019, with an effective date of October 31, 2019, as amended by Ordinance No. 1456-21, duly enacted by the City on June 7, 2021 (collectively, the "Ordinance"). The District was established for the purpose of financing the acquisition and construction of and managing the maintenance and operation of certain community development services and facilities within and without its boundaries. The Act authorizes the District to issue bonds for purposes, among others, of financing and refinancing the costs of planning, financing, acquisition, design construction, reconstruction, equipping and installation of potable water and wastewater facilities.

The District encompasses approximately 396.65 acres of land (the "District Lands") located within the incorporated boundaries of the City, situated in Polk County, Florida (the "County"). For more complete information about the District, its Board of Supervisors and the District Manager, see "THE DISTRICT" herein. The District Lands are being developed as a

* Preliminary, subject to change.

residential community known as "Eden Hills" (the "Development"). At buildout, the Development is expected to consist of approximately 1,168 single-family homes, recreation and amenity areas, parks and associated infrastructure. See "THE DEVELOPMENT" herein for more information.

The Development is being developed in phases. The District previously issued its Series 2020 Bonds to finance public infrastructure improvements associated with Phase 1 of the Development, which is planned for 142 single-family residential lots (the "Series 2020 Project"). The Series 2020 Project is substantially complete and all lots have been developed and platted. See "THE DISTRICT – Outstanding Indebtedness" and "THE DEVELOPMENT – Update on Phase 1" herein for more information.

The District is issuing its Series 2021 Bonds to finance public infrastructure improvements associated with Phase 2A and Phase 2B of the Development (the "Series 2021 Project"). "Phase 2A" is planned for 402 single-family residential lots on [] gross acres of land, and "Phase 2B" is planned for 73 single-family residential lots on [] gross acres of land. The Series 2021 Special Assessments (as defined herein), which will secure the Series 2021 Bonds, are levied on the District Lands corresponding to Phase 2A and Phase 2B ("Assessment Area Two"). See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein for more information. The remaining District Lands, which are planned for 551 single-family homes, will be developed in the future and are not subject to the Series 2021 Special Assessments.

The land in Phase 2A of Assessment Area Two is owned by [Jack M. Berry, Inc, a Florida corporation] (the "Phase 2A Landowner"), and the land in Phase 2B is owned by [Eden Hills Addition 2, LLC, a Florida limited liability company] (the "Phase 2B Landowner" and, together with the Phase 2A Landowner, the "Landowners"). The District Lands are being developed by the Landowners. See "THE LANDOWNERS" herein for more information.

The Phase 2A Landowner has entered into builder contracts for the sale of all 402 lots planned within Phase 2A, as follows: (i) D.R. Horton (as defined herein) for the sale in a single closing of 167 developed lots upon development completion, (ii) Richmond American (as defined herein) for the sale in a single closing of 101 developed lots upon development completion, (iii) Dream Finders (as defined herein) for the sale in a single closing of 87 lots upon development completion, and (iv) Meritage (as defined herein) for the sale in a single closing of 47 lots upon development completion. The Phase 2B Landowner has entered into a builder contract for the sale of all 73 lots planned within Phase 2B with Holiday Builders (as defined herein) for the sale in a single closing of developed lots upon development completion. Closings under the Builder Contracts are expected to occur in the third quarter of 2022. See "THE DEVELOPMENT – Builder Contracts" herein for more information.

The Series 2021 Bonds are being issued pursuant to the Act, Resolution No. 2020-24 and Resolution No. 2021-[18] adopted by the Board of Supervisors (the "Board") of the District on November 1, 2019 and [August 11], 2021, respectively (collectively, the "Resolution"), and a Master Trust Indenture dated as of December 1, 2020 (the "Master Indenture"), as supplemented by a Second Supplemental Trust Indenture, dated as [] 1, 2021] (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

The Series 2021 Bonds are being issued for the purposes of: (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Series 2021 Project, (ii) funding a deposit to the Series 2021 Reserve Account in the amount of the Series 2021 Reserve Requirement (as defined herein), (iii) paying a portion of the interest coming due on the Series 2021 Bonds, and (iv) paying the costs of issuance of the Series 2021 Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" and "APPENDIX B: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL INDENTURE" hereto.

The Series 2021 Bonds are payable from and secured solely by the Series 2021 Pledged Revenues. The Series 2021 Pledged Revenues for the Series 2021 Bonds consist of (a) all revenues received by the District from the Series 2021 Special Assessments (as defined herein) levied and collected on the assessable lands within Assessment Area Two, including without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2021 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2021 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture, created and established with respect to or for the benefit of the Series 2021 Bonds; provided, however, that the Series 2021 Pledged Revenues shall not include (A) any moneys transferred to the Series 2021 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2021 Costs of Issuance Account of the Acquisition and Construction Fund and (C) "special assessments" levied and collected by the District under Section 190.022, Florida Statutes, for maintenance purposes or "maintenance assessments" levied and collected by the District under Section 190.021(3), Florida Statutes (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses of (A), (B) and (C) of this proviso). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2021 BONDS" herein.

Set forth herein are brief descriptions of the District, Assessment Area Two, the Series 2021 Project, the Landowners and the Development, together with summaries of terms of the Series 2021 Bonds, the Indenture, and certain provisions of the Act. All references herein to the Indenture and the Act are qualified in their entirety by reference to such documents and the Act and all references to the Series 2021 Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indenture. A copy of the Master Indenture and proposed form of the Second Supplemental Indenture appear as APPENDIX B attached hereto.

This Limited Offering Memorandum speaks only as of its date and the information contained herein is subject to change.

DESCRIPTION OF THE SERIES 2021 BONDS

General Description

The Series 2021 Bonds will be dated, will bear interest at the rates per annum (computed on the basis of a 360-day year consisting of twelve 30-day months) and, subject to the redemption provisions set forth below, will mature on the dates and in the amounts set forth on the inside cover pages of this Limited Offering Memorandum. Interest on the Series 2021 Bonds will be payable

semi-annually on each May 1 and November 1, commencing [May 1, 2022], until maturity or prior redemption. U.S. Bank National Association is the initial Trustee, Paying Agent and Registrar for the Series 2021 Bonds.

The Series 2021 Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$5,000 and any integral multiple thereof provided, except as otherwise provided in the Indenture. The Series 2021 Bonds will initially be offered only to "accredited investors" within the meaning of Chapter 517, Florida Statutes, as amended, and the rules of the Florida Department of Financial Services promulgated thereunder; provided, however, the limitation of the initial offering to Accredited Investors does not denote restrictions on transfer in any secondary market for the Series 2021 Bonds. See "SUITABILITY FOR INVESTMENT" herein.

Upon initial issuance, the Series 2021 Bonds shall be issued as one fully registered bond for each maturity of Series 2021 Bonds and deposited with The Depository Trust Company ("DTC"), New York, New York, which is responsible for establishing and maintaining records of ownership for its participants. As long as the Series 2021 Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes of the Indenture. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants ("DTC Participants") and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly ("Indirect Participants"). The DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2021 Bonds ("Beneficial Owners"). Principal and interest on the Series 2021 Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC. Disbursal of such amounts to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC nor its nominee, the Trustee or the District. During the period for which Cede & Co. is registered owner of the Series 2021 Bonds, any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall be responsible for notices to DTC Participants and DTC Participants shall be responsible for notices to Indirect Participants, and DTC Participants and Indirect Participants shall be responsible for notices to Beneficial Owners. In the event DTC, any successor of DTC or the District, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system for the Series 2021 Bonds, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor, and after such time the Series 2021 Bonds may be exchanged for an equal aggregate principal amount of such Series 2021 Bonds in other Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee. See "– Book-Entry Only System" herein.

Redemption Provisions

Optional Redemption

The Series 2021 Bonds maturing after May 1, 20____ may, at the option of the District be called for redemption prior to maturity as a whole or in part, at any time, on or after May 1, 20____ (less than all Series 2021 Bonds of a maturity to be selected by lot), at a Redemption Price equal

to the principal amount of Series 2021 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date through which interest has been paid to the redemption date from moneys on deposit in the Series 2021 Optional Redemption Subaccount of the Series 2021 Bond Redemption Account. If such optional redemption shall be in part, the District shall select such principal amount of Series 2021 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2021 Bonds is substantially level.

Mandatory Sinking Fund Redemption

The Series 2021 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2021 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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\$

*

*Maturity

The Series 2021 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2021 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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\$

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*Maturity

The Series 2021 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2021 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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\$

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*Maturity

The Series 2021 Bonds maturing on May 1, 20____ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2021 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
	\$

*

*Maturity

Upon any redemption of Series 2021 Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the District shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2021 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2021 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2021 Bonds in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory sinking fund redemption amount is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

Extraordinary Mandatory Redemption

The Series 2021 Bonds are subject to extraordinary mandatory redemption prior to maturity by the District in whole or in part, on any date (other than in the case of clause (i) below, which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2021 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2021 Prepayment Principal deposited into the Series 2021 Prepayment Subaccount of the Series 2021 Bond Redemption Account following the payment in whole or in part of Series 2021 Special Assessments on any assessable property within the District in accordance with the provisions of the Second Supplemental Trust Indenture, together with any excess moneys transferred by the Trustee from the Series 2021 Reserve Account to the Series 2021 Prepayment Subaccount as a result of such Series 2021 Prepayment and pursuant to the Second Supplemental Indenture. If such redemption shall be in part, the District shall select such principal amount of Series 2021 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2021 Bonds is substantially level;

(ii) from moneys, if any, on deposit in the Series 2021 Funds, Accounts and Subaccounts (other than the Series 2021 Rebate Fund and the Series 2021 Acquisition and

Construction Account) sufficient to pay and redeem all Outstanding Series 2021 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture; and

(iii) upon the Completion Date, from any funds remaining on deposit in the respective Series 2021 Acquisition and Construction Accounts in accordance with the provisions set forth in the Second Supplemental Indenture, not otherwise reserved to complete the Series 2021 Project and transferred to the Series 2021 General Redemption Subaccount of the Series 2021 Bond Redemption Account. If such redemption shall be in part, the District shall select such principal amount of Series 2021 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2021 Bonds is substantially level.

"Quarterly Redemption Date" shall mean each February 1, May 1, August 1, and November 1 of any calendar year.

Notice of Redemption

When required to redeem Series 2021 Bonds under the Indenture or when directed to do so by the District, the Trustee shall cause notice of the redemption, either in whole or in part, to be mailed at least thirty (30) but not more than sixty (60) days prior to the redemption date to all Owners of Series 2021 Bonds to be redeemed (as such Owners appear on the Bond Register on the fifth (5th) day prior to such mailing), at their registered address, but failure to mail any such notice or defect in the notice or in the mailing thereof shall not affect the validity of the redemption of the Series 2021 Bonds for which notice was duly mailed in accordance with the Indenture. If, at the time of mailing of notice of an optional redemption, the District shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem or purchase all of the Series 2021 Bonds called for redemption, such notice shall expressly state that the redemption is conditional and is subject to the deposit of the redemption moneys with the Trustee or Paying Agent, as the case may be, not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

Book-Entry Only System

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Series 2021 Bonds. The Series 2021 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2021 Bond certificate will be issued for each maturity of the Series 2021 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's

participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2021 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2021 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2021 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2021 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2021 Bonds, except in the event that use of the book-entry system for the Series 2021 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2021 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2021 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2021 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2021 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2021 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2021 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2021 Bond documents. For example, Beneficial Owners of Series 2021 Bonds may wish to ascertain that the nominee holding the Series 2021 Bonds for their benefit has

agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2021 Bonds within a series or maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such series or maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2021 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2021 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2021 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Series 2021 Bonds purchased or tendered, through its Participant, to the Trustee, and shall effect delivery of such Series 2021 Bonds by causing the Direct Participant to transfer the Participant's interest in the Series 2021 Bonds, on DTC's records, to the Trustee. The requirement for physical delivery of Series 2021 Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Series 2021 Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Series 2021 Bonds to the Trustee's DTC account.

DTC may discontinue providing its services as depository with respect to the Series 2021 Bonds at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2021 Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository) pursuant to the procedures of DTC. In that event, Security certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2021 BONDS

General

THE SERIES 2021 BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM THE SERIES 2021 PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE, AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE CITY, THE COUNTY, THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2021 BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION SERIES 2021 SPECIAL ASSESSMENTS TO SECURE AND PAY THE SERIES 2021 BONDS. THE SERIES 2021 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE CITY, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

The Series 2021 Bonds are payable from and secured solely by the Series 2021 Pledged Revenues. The Series 2021 Pledged Revenues for the Series 2021 Bonds consist of (a) all revenues received by the District from the Series 2021 Special Assessments (as defined herein) levied and collected on the assessable lands within Assessment Area Two, including without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2021 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2021 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture, created and established with respect to or for the benefit of the Series 2021 Bonds; provided, however, that the Series 2021 Pledged Revenues shall not include (A) any moneys transferred to the Series 2021 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2021 Costs of Issuance Account of the Acquisition and Construction Fund and (C) "special assessments" levied and collected by the District under Section 190.022, Florida Statutes, for maintenance purposes or "maintenance assessments" levied and collected by the District under Section 190.021(3), Florida Statutes (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses of (A), (B) and (C) of this proviso).

The "Series 2021 Special Assessments" consist of the non-ad valorem special assessments imposed and levied by the District against the assessable lands within Assessment Area Two specially benefited by the Series 2021 Project, or any portions thereof, pursuant to Section 190.022 of the Act, and the Assessment Resolutions (as defined in the Indenture) and assessment proceedings conducted by the District (together with the Assessment Resolutions, the "Assessment Proceedings"). Non-ad valorem assessments are not based on millage and are not taxes, but are a lien against the homestead as permitted in Section 4, Article X of the Florida State Constitution. The Series 2021 Special Assessments will constitute a lien against the land as to which the Series

2021 Special Assessments are imposed. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

The Series 2021 Special Assessments are levied in an amount corresponding to the debt service on the Series 2021 Bonds on the basis of benefit received by the lands within the District as a result of the Series 2021 Project. The Assessment Methodology (as hereinafter defined), which describes the methodology for allocating the Series 2021 Special Assessments to the assessable lands within Assessment Area Two, is included as APPENDIX D attached hereto.

In the Master Indenture, the District will covenant that, if any Series 2021 Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the District shall be satisfied that any such Series 2021 Special Assessment is so irregular or defective that the same cannot be enforced or collected, or if the District shall have omitted to make such Series 2021 Special Assessment when it might have done so, the District shall either (i) take all necessary steps to cause a new Series 2021 Special Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement or (ii) in its sole discretion, make up the amount of such Series 2021 Special Assessment from any legally available moneys, which shall be deposited into the Series 2021 Account in the Revenue Fund. In case such second Series 2021 Special Assessment shall be annulled, the District shall obtain and make other Series 2021 Special Assessments until a valid Series 2021 Special Assessment shall be made.

Prepayment of Series 2021 Special Assessments

[The Assessment Proceedings provide that an owner of property subject to the Series 2021 Special Assessments may prepay the entire remaining balance of such Series 2021 Special Assessment at any time, or a portion of the remaining balance of such Series 2021 Special Assessments one time, if there is also paid, in addition to the prepaid principal balance of the Series 2021 Special Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date for the Series 2021 Bonds or, if prepaid during the forty-five (45) day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of the Series 2021 Special Assessments does not entitle the property owner to any discounts for early payment.]

Pursuant to the Act and the Assessment Proceedings, an owner of property subject to the levy of Series 2021 Special Assessments may pay the entire balance of the Series 2021 Special Assessments remaining due, without interest, within thirty (30) days after the Series 2021 Project has been completed or acquired by the District, and the Board has adopted a resolution accepting the Series 2021 Project pursuant to Chapter 170.09, Florida Statutes. The Landowners, as the sole owners of the assessable property within Assessment Area Two, will covenant to waive this right on behalf of themselves and their respective successors and assigns in connection with the issuance of the Series 2021 Bonds. See "BONDOWNERS' RISKS – Prepayment and Redemption Risk" herein.

The Series 2021 Bonds are subject to extraordinary redemption as indicated under "DESCRIPTION OF THE SERIES 2021 BONDS – Redemption Provisions – Extraordinary

Mandatory Redemption" from optional and required prepayments of Series 2021 Special Assessments by property owners.

Additional Bonds

Under the Indenture, the District will covenant not to issue any other Bonds or other debt obligations secured by the Series 2021 Special Assessments. In addition, the District will covenant not to issue any other Bonds or debt obligations for capital projects, secured by Special Assessments on the assessable lands within the District that are subject to the Series 2021 Special Assessments, until the Series 2021 Special Assessments are Substantially Absorbed. "Substantially Absorbed" means the date at least ninety percent (90%) of the principal portion of the Series 2021 Special Assessments have been assigned to residential units within Assessment Area Two that have received certificates of occupancy. The District shall present the Trustee with a certification that the Series 2021 Special Assessments have been Substantially Absorbed and the Trustee may conclusively rely upon such certification and shall have no duty to verify if the Series 2021 Special Assessments are Substantially Absorbed. In the absence of such written certification, the Trustee is entitled to assume that the Series 2021 Special Assessments have not been Substantially Absorbed. Nothing in the Indenture shall restrict the District from issuing refunding Bonds or any Bonds or other debt obligations secured by Special Assessments levied on District Lands outside Assessment Area Two, or to finance any other capital project that is necessary to remediate any natural disaster, catastrophic damage or failure with respect to the Series 2021 Project.

The District and/or other public entities may impose taxes or other special assessments on the same properties encumbered by the Series 2021 Special Assessments without the consent of the Owners of the Series 2021 Bonds. The District expects to impose certain non-ad valorem special assessments called maintenance assessments, which are of equal dignity with the Series 2021 Special Assessments on the same lands upon which the Series 2021 Special Assessments are imposed, to fund the maintenance and operation of the District. See "THE DEVELOPMENT – Taxes, Fees and Assessments" and "BONDOWNERS' RISKS" herein for more information.

Covenant Against Sale or Encumbrance

In the Master Indenture, the District has covenanted that (a) except for those improvements comprising the Projects that are to be conveyed by the District to the City, the County, the State Department of Transportation or another governmental entity, as to which no assessments of the District will be imposed and (b) except as otherwise permitted in the Master Indenture, it will not sell, lease or otherwise dispose of or encumber any Projects or any part thereof. See "APPENDIX B: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL INDENTURE" herein.

Acquisition and Construction Account

The Indenture establishes separate accounts within the Acquisition and Construction Fund designated as the (i) the "Phase 2A – Assessment Area Two Acquisition and Construction Account" and (ii) the "Phase 2B – Assessment Area Two Acquisition and Construction Account." Net proceeds of the Series 2021 Bonds shall initially be deposited into the Phase 2A – Assessment

Area Two Acquisition and Construction Account and the Phase 2B – Assessment Area Two Acquisition and Construction Account in the amounts set forth in the Second Supplemental Trust Indenture, together with any moneys transferred or deposited thereto, including moneys transferred from the Series 2021 Reserve Account after satisfaction of either the Reserve Release Conditions #1 or Reserve Release Conditions #2 as certified in writing by the District Manager and upon which the Trustee may conclusively rely, and such moneys shall be applied as set forth in the Indenture, the Acquisition Agreement and the Engineer's Report. Funds on deposit in the Phase 2A – Assessment Area Two Acquisition and Construction Account and the Phase 2B – Assessment Area Two Acquisition and Construction Account shall only be requested by the District to be applied to the Costs of the Series 2021 Project, subject to the terms of the Second Supplemental Indenture. Upon satisfaction of Reserve Release Conditions #1 and Reserve Release Conditions #2, the amount on deposit in the Series 2021 Reserve Account in excess of the Series 2021 Reserve Requirement, as applicable and as calculated by the District, shall then be transferred to the Phase 2A – Assessment Area Two Acquisition and Construction Account and/or the Phase 2B – Assessment Area Two Acquisition and Construction Account, as directed in writing to the Trustee by the District Manager, upon consultation with the Consulting Engineer, and applied as provided in the Second Supplemental Indenture.

In the event the Completion Date for Phase 2A occurs prior to the Completion Date for Phase 2B, or vice versa, moneys remaining in the Phase 2A – Assessment Area Two Acquisition and Construction Account, after retaining costs to complete Phase 2A portion of the Series 2021 Project, shall be transferred to the Phase 2B – Assessment Area Two Acquisition and Construction Account, or moneys remaining in the Phase 2B – Assessment Area Two Acquisition and Construction Account, after retaining costs to complete Phase 2B portion of the Series 2021 Project, shall be transferred to the Phase 2A – Assessment Area Two Acquisition and Construction Account, as the case may be, as directed in writing to the Trustee by the District Manager, upon consultation with the Consulting Engineer. Following the Completion Date for both Phase 2A and Phase 2B of the Series 2021 Project, all moneys remaining in either or both of the Series 2021 Acquisition and Construction Accounts shall be transferred to the Series 2021 General Redemption Subaccount, as directed in writing by the District Manager, on behalf of the District to the Trustee to be applied as provided in the Second Supplemental Indenture.

The Trustee shall make no transfers from the respective Series 2021 Acquisition and Construction Accounts to the Series 2021 General Redemption Subaccount if an Event of Default exists with respect to the Series 2021 Bonds of which the Trustee has notice as described in the Master Indenture or of which the Trustee has actual knowledge as described in the Master Indenture. Except as provided in the Second Supplemental Indenture, only upon presentment to the Trustee of a properly signed requisition in substantially the form attached as an exhibit to the Second Supplemental Indenture, shall the Trustee withdraw moneys from the respective Series 2021 Acquisition and Construction Accounts or subaccounts therein. After no funds remain in the respective Series 2021 Acquisition and Construction Accounts, such Accounts shall be closed.

Notwithstanding the foregoing, neither of the Series 2021 Acquisition and Construction Accounts shall be closed until the Reserve Release Conditions #2 shall have occurred and the excess funds from the Series 2021 Reserve Account shall have been transferred to either or both of the Series 2021 Acquisition and Construction Accounts, as directed in writing to the Trustee by the District Manager, and applied in accordance with the Second Supplemental Indenture. The

Trustee shall not be responsible for determining the amounts in the respective Series 2021 Acquisition and Construction Accounts and subaccounts allocable to the respective components of the Series 2021 Project or any transfers made to such Accounts in accordance with direction from the District Manager.

Reserve Account

The Indenture establishes a Series 2021 Reserve Account within the Debt Service Reserve Fund solely for the benefit of the Series 2021 Bonds. Net proceeds of the Series 2021 Bonds shall be deposited into the Series 2021 Reserve Account in the amount of the Series 2021 Reserve Requirement as set forth in the Second Supplemental Indenture, and such moneys, together with any other moneys deposited into the Series 2021 Reserve Account shall be applied for the purposes in the Indenture.

"Series 2021 Reserve Requirement" or "Reserve Requirement" shall (i) initially an amount equal to the maximum annual debt service on the Series 2021 Bonds as calculated from time to time. Upon satisfaction of the Reserve Release Conditions #1 or Reserve Release Conditions #2, as applicable, such excess amount shall be released from the Series 2021 Reserve Account and transferred to either or both of the respective Series 2021 Acquisition and Construction Accounts in accordance with the provisions of the Second Supplemental Indenture. For the purpose of calculating the Series 2021 Reserve Requirement, maximum annual debt service, fifty percent (50%) of maximum annual debt service, or ten percent (10%) of maximum annual debt service, as the case may be, shall be recalculated in connection with the extraordinary mandatory redemption described in the Second Supplemental Indenture (but not upon the optional or mandatory sinking fund redemption thereof) and such excess amount shall be released from the Series 2021 Reserve Account and, other than as provided in the immediately preceding sentence, transferred to the Series 2021 General Redemption Subaccount or the Series 2021 Prepayment Subaccount as applicable, in accordance with the provisions of the Second Supplemental Indenture. Amounts on deposit in the Series 2021 Reserve Account may, upon final maturity or redemption of all Outstanding Series 2021 Bonds be used to pay principal of and interest on the Series 2021 Bonds at that time. Initially, the Series 2021 Reserve Requirement shall be equal to \$_____.

"Reserve Release Conditions #1" shall mean collectively (i) all lots in Assessment Area Two have been sold and closed to homebuilders, as certified by the District Manager in writing and upon which the Trustee may conclusively rely, and (ii) there shall be no Events of Default under the Indenture with respect to the Series 2021 Bonds, as certified by the District Manager.

"Reserve Release Conditions #2" shall mean collectively (i) satisfaction of Reserve Release Conditions #1, (ii) all homes within Assessment Area Two have been built, sold and closed with end-users, and (iii) all of the principal portion of the Series 2021 Special Assessments has been assigned to such homes, as certified by the District Manager in writing and upon which the Trustee may conclusively rely.

Notwithstanding any provisions in the Master Indenture to the contrary, the District will covenant in the Indenture not to substitute the cash and Investment Securities on deposit in the Series 2021 Reserve Account with a Debt Service Reserve Insurance Policy or a Debt Service

Reserve Letter of Credit. Except as provided in the next paragraph, all investment earnings on moneys in the Series 2021 Reserve Account shall remain on deposit therein.

On each March 15 and September 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2021 Reserve Account and transfer any excess therein above the Series 2021 Reserve Requirement caused by investment earnings to Series 2021 Revenue Account in accordance with the Indenture.

Subject to the provisions of the Second Supplemental Indenture, on any date the District receives notice from the District Manager that a landowner wishes to prepay its Series 2021 Special Assessments relating to the benefited property of such landowner within Assessment Area Two, or as a result of a mandatory true-up payment, the District shall, or cause the District Manager, on behalf of the District, to calculate the principal amount of such Prepayment taking into account a credit against the amount of Series 2021 Prepayment Principal due by the amount of money in the Series 2021 Reserve Account that will exceed the Series 2021 Reserve Requirement for the Series 2021 Bonds, taking into account the proposed Prepayment. Such excess shall be transferred to the Series 2021 Prepayment Subaccount of the Series 2021 Bond Redemption Account, as a result of such Prepayment. The District Manager, on behalf of the District, shall make such calculation within ten (10) Business Days after such Prepayment and shall instruct the Trustee in writing to transfer such amount of credit given to the respective landowner from the Series 2021 Reserve Account to the Series 2021 Prepayment Subaccount of the Series 2021 Bond Redemption Account to be used for the extraordinary mandatory redemption of the Series 2021 Bonds in accordance with the Second Supplemental Indenture. The Trustee is authorized to make such transfers and has no duty to verify such calculations. Notwithstanding any of the foregoing, amounts on deposit in the Series 2021 Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the Series 2021 Bonds to the Series 2021 General Redemption Subaccount, if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Series 2021 Special Assessments and applied to redeem a portion of the Series 2021 Bonds is less than the principal amount of Series 2021 Bonds indebtedness attributable to such lands.

In addition, and together with the moneys transferred from the Series 2021 Reserve Account pursuant to the Second Supplemental Indenture, if the amount on deposit in the Series 2021 General Redemption Subaccount or the Series 2021 Prepayment Subaccount, as the case may be, is not sufficient to redeem a principal amount of the Series 2021 Bonds in an Authorized Denomination, the Trustee is authorized to withdraw amounts from the Series 2021 Revenue Account to round up the amount in the Series 2021 Prepayment Subaccount or Series 2021 General Redemption Subaccount to the nearest Authorized Denomination. Notwithstanding the foregoing, no transfers from the Series 2021 Revenue Account shall be made to pay interest on and/or principal of the Series 2021 Bonds for the redemption pursuant to the Second Supplemental Indenture if as a result the deposits required under the sections FIRST through FIFTH below cannot be made in full.

It shall be an event of default under the Indenture if at any time the amount in the Series 2021 Reserve Account is less than the Reserve Requirement therefor as a result of the Trustee withdrawing an amount therefrom to satisfy the Debt Service Requirement for the Series 2021 Bonds and such amount has not been restored within ninety (90) days of such withdrawal.

Deposit and Application of the Pledged Revenues

The Indenture establishes a Series 2021 Revenue Account within the Revenue Fund. Series 2021 Special Assessments (except for Prepayments of Series 2021 Special Assessments which shall be identified as such by the District to the Trustee and deposited in the Series 2021 Prepayment Subaccount) shall be deposited by the Trustee into the Series 2021 Revenue Account. Pursuant to the Indenture, the Trustee shall transfer from amounts on deposit in the Series 2021 Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each Interest Payment Date, commencing [_____ 1, 20__], to the Series 2021 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2021 Bonds becoming due on the next succeeding Interest Payment Date, less any amount on deposit in the Series 2021 Interest Account not previously credited;

SECOND, no later than the Business Day next preceding each May 1, commencing [May 1, 20__], to the Series 2021 Sinking Fund Account, an amount equal to the principal amount of Series 2021 Bonds subject to sinking fund redemption on such May 1, less any amount on deposit in the Series 2021 Sinking Fund Account not previously credited;

THIRD, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Series 2021 Bonds remain Outstanding, to the Series 2021 Reserve Account, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement for the Series 2021 Bonds;

FOURTH, notwithstanding the foregoing, at any time the Series 2021 Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer to the Series 2021 Interest Account, the amount necessary to pay interest on the Series 2021 Bonds subject to redemption on such date; and

FIFTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be first deposited into the Series 2021 Costs of Issuance Account upon the written request of the District to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2021 Bonds and next, any balance in the Series 2021 Revenue Account shall remain on deposit in the Series 2021 Revenue Account, unless needed for the purposes of rounding the principal amount of a Series 2021 Bond subject to extraordinary mandatory redemption pursuant to the Second Supplemental Indenture to an Authorized Denomination, or unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the Series 2021 Rebate Fund, in which case, the District shall direct the Trustee to make such deposit thereto.

Notwithstanding the foregoing, in the event of redemption of Series 2021 Bonds from Prepayments on deposit in the Series 2021 Prepayment Subaccount, the Trustee is further authorized, upon written direction from the District, to transfer from the Series 2021 Revenue Account to the Series 2021 Prepayment Subaccount, sufficient funds to cause the redemption of the next closest Authorized Denomination of Series 2021 Bonds, as provided in the Indenture.

Investments

The Trustee shall, as directed by the District in writing, invest moneys held in the Series Accounts in the Debt Service Fund and any Series Account within the Bond Redemption Fund only in Government Obligations and certain specified types of Investment Securities (as defined in the Master Indenture). The Trustee shall, as directed by the District in writing, invest moneys held in the Series 2021 Reserve Account of the Reserve Fund in Investment Securities. All deposits in time accounts shall be subject to withdrawal without penalty and all investments shall mature or be subject to redemption by the holder without penalty, not later than the date when the amounts will foreseeably be needed for purposes set forth in the Master Indenture. All securities securing investments under the Indenture shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee, as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than \$50,000,000. The interest and income received upon such investments and any interest paid by the Trustee or any other depository of any Fund or Account and any profit or loss resulting from the sale of securities shall be added or charged to the Fund or Account for which such investments are made; provided, however, that if the amount in any Fund or Account equals or exceeds the amount required to be on deposit therein, subject to the Indenture, any interest and other income so received shall be deposited in the applicable Series Account of the Revenue Fund. Upon request of the District, or on its own initiative whenever payment is to be made out of any Fund or Account, the Trustee shall sell such securities as may be requested to make the payment and restore the proceeds to the respective Fund or Account in which the securities were held. The Trustee shall not be accountable for any depreciation in the value of any such security or for any loss resulting from the sale thereof, except as provided in the Master Indenture. If net proceeds from the sale of securities held in any Fund or Account shall be less than the amount invested and, as a result, the amount on deposit in such Fund or Account is less than the amount required to be on deposit in such Fund or Account, the amount of such deficit shall be transferred to such Fund or Account from the related Series Account of the Revenue Fund. The Trustee shall not be liable or responsible for any loss or entitled to any gain resulting from any investment or sale upon the investment instructions of the District or otherwise. See "APPENDIX B: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL INDENTURE" attached hereto.

Master Indenture Provisions Relating to Bankruptcy or Insolvency of a Landowner

For purposes the following, (a) the Series 2021 Bonds secured by and payable from Special Assessments levied against property owned by any Insolvent Taxpayer (defined below) are collectively referred to herein as the "Affected Bonds" and (b) the Special Assessments levied against any Insolvent Taxpayer's property and pledged under a Supplemental Indenture as security for the Affected Bonds are collectively referred to herein as the "Affected Special Assessments." The Master Indenture contains the following provisions which, pursuant to the Indenture, shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to the Affected Special Assessments (herein, an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding"). For as long as any Affected Bonds remain Outstanding, in any Proceeding involving the District, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments, the District shall be obligated to act in accordance with any direction from

the Trustee with regard to all matters directly or indirectly affecting at least three percent (3%) of the Outstanding aggregate principal amount of the Affected Bonds or for as long as any Affected Bonds remain Outstanding, in any proceeding involving the District, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments or the Trustee. The District has agreed in the Master Indenture that it shall not be a defense to a breach of the foregoing covenant that it has acted upon advice of counsel in not complying with this covenant.

In the Master Indenture, the District will acknowledge and agree that, although the Affected Bonds were issued by the District, the Owners of the Affected Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving any Insolvent Taxpayer: (a) the District has agreed in the Master Indenture that it shall follow the direction of the Trustee in making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the Indenture; (b) the District has agreed in the Master Indenture that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the Indenture that is inconsistent with any direction from the Trustee; (c) to the extent permitted by law, the Trustee shall have the right, but is not obligated to, (i) vote in any such Proceeding any and all claims of the District, or (ii) file any motion, pleading, plan or objection in any such Proceeding on behalf of the District, including without limitation, motions seeking relief from the automatic stay, dismissal of the Proceeding, valuation of the property belonging to the Insolvent Taxpayer, termination of exclusivity, and objections to disclosure statements, plans of liquidation or reorganization, and motions for use of cash collateral, seeking approval of sales or post-petition financing. If the Trustee chooses to exercise any such rights, the District shall be deemed to have appointed the Trustee as its agent and granted to the Trustee an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute any claims, to propose and prosecute a plan, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the Bankruptcy Code and (d) the District shall not challenge the validity or amount of any claim submitted in such Proceeding by the Trustee in good faith or any valuations of the lands owned by any Insolvent Taxpayer submitted by the Trustee in good faith in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee's enforcement of the District claim and rights with respect to the Affected Special Assessments or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District has agreed in the Master Indenture that the Trustee shall have the right (i) to file a proof of claim with respect to the Affected Special Assessments, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim. See "BONDOWNERS' RISKS – Bankruptcy Risks" herein.

Events of Default and Remedies

The Master Indenture provides that each of the following shall be an "Event of Default" under the Indenture, with respect to the Series 2021 Bonds:

- (a) if payment of any installment of interest on any Series 2021 Bond is not made when it becomes due and payable; or
- (b) if payment of the principal or Redemption Price of any Series 2021 Bond is not made when it becomes due and payable at maturity or upon call or presentation for redemption; or
- (c) if the District, for any reason, fails in, or is rendered incapable of, fulfilling its obligations under the Indenture or under the Act, as determined by the Majority Holder of the Series 2021 Bonds; or
- (d) if the District proposes or makes an assignment for the benefit of creditors or enters into a composition agreement with all or a material part of its creditors, or a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, is appointed for the District or any of its assets or revenues, or there is commenced any proceeding in liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, local, state or federal, by or against the District and if such is not vacated, dismissed or stayed on appeal within ninety (90) days; or
- (e) if the District defaults in the due and punctual performance of any other covenant in the Indenture or in any Series 2021 Bond and such default continues for sixty (60) days after written notice requiring the same to be remedied shall have been given to the District by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Majority Holder of the Outstanding Series 2021 Bonds; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the District shall commence such performance within such sixty (60) day period and shall diligently and continuously prosecute the same to completion; or
- (f) if at any time the amount in the Series 2021 Reserve Account is less than the Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the Debt Service Requirement on the Series 2021 Bonds and such amount has not been restored within ninety (90) days of such withdrawal; or
- (g) if, at any time after eighteen months following issuance of the Series 2021 Bonds, more than twenty percent (20%) of the "maintenance special assessments" levied by the District on District lands upon which the Series 2021 Special Assessments are levied to secure the Series 2021 Bonds pursuant to Section 190.021(3), Florida Statutes, as amended, and collected directly by the District have become due and payable and have not been paid, when due.

The Trustee shall not be required to rely on any official action, admission or declaration by the District before recognizing that an Event of Default under (c) above has occurred.

No Series 2021 Bonds shall be subject to acceleration. Upon occurrence and continuance of an Event of Default with respect to the Series 2021 Bonds, no optional redemption or extraordinary mandatory redemption of Series 2021 Bonds pursuant to the Indenture shall occur unless all of the Series 2021 Bonds will be redeemed or if 100% of the Holders of the Series 2021 Bonds agree to such redemption.

If any Event of Default with respect to the Series 2021 Bonds has occurred and is continuing, the Trustee, in its discretion may, and upon the written request of the Holders of not less than a majority of the aggregate principal amount of the Outstanding Series 2021 Bonds and receipt of indemnity to its satisfaction shall, in its own name:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Holders of the Series 2021 Bonds, including, without limitation, the right to require the District to carry out any agreements with, or for the benefit of, the Bondholders of the Series 2021 Bonds and to perform its or their duties under the Act;

(b) bring suit upon the Series 2021 Bonds;

(c) by action or suit in equity require the District to account as if it were the trustee of an express trust for the Holders of the Series 2021 Bonds;

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the Series 2021 Bonds; and

(e) by other proceeding in law or equity, exercise all rights and remedies provided for by any other document or instrument securing the Series 2021 Bonds.

If any proceeding taken by the Trustee on account of any Event of Default with respect to the Series 2021 Bonds is discontinued or is determined adversely to the Trustee, then the District, the Trustee, the Paying Agent and the Bondholders of the Series 2021 Bonds shall be restored to their former positions and rights under the Indenture as though no such proceeding had been taken.

Subject to the provisions of the Indenture, the Holders of a majority in aggregate principal amount of the Outstanding Series 2021 Series then subject to remedial proceedings under the Master Indenture shall have the right to direct the method and place of conducting all remedial proceedings by the Trustee under the Indenture, provided that such directions shall not be otherwise than in accordance with law or the provisions of the Indenture.

ENFORCEMENT OF ASSESSMENT COLLECTIONS

General

The primary sources of payment for the Series 2021 Bonds are the Series 2021 Special Assessments imposed on lands in Assessment Area Two specially benefited by the Series 2021 Project, pursuant to the Assessment Proceedings. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein and "APPENDIX D: ASSESSMENT METHODOLOGY" attached hereto.

The determination, order, levy, and collection of Series 2021 Special Assessments must be done in compliance with procedural requirements and guidelines provided by State law. Failure by the District, the Polk County Tax Collector (the "Tax Collector") or the Polk County Property Appraiser (the "Property Appraiser") to comply with such requirements could result in delay in the collection of, or the complete inability to collect, Series 2021 Special Assessments during any year. Such delays in the collection of Series 2021 Special Assessments, or complete inability to collect the Series 2021 Special Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2021 Bonds. See "BONDOWNERS' RISKS." To the extent that landowners fail to pay the Series 2021 Special Assessments, delay payments, or are unable to pay the same, the successful pursuance of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2021 Bonds.

For the Series 2021 Special Assessments to be valid, the Series 2021 Special Assessments must meet two requirements: (1) the benefit from the Series 2021 Project to the lands subject to the Series 2021 Special Assessments must exceed or equal the amount of the Series 2021 Special Assessments, and (2) the Series 2021 Special Assessments must be fairly and reasonably allocated across all such benefitted properties. The Certificate of the Methodology Consultant will certify that these requirements have been met with respect to the Series 2021 Special Assessments.

Pursuant to the Act and the Assessment Proceedings, the District may collect the Series 2021 Special Assessments through a variety of methods. See "BONDOWNERS' RISKS." Initially, the District will directly issue annual bills to landowners requiring payment of the Series 2021 Special Assessments for lands that have not yet been platted, and will enforce that bill through foreclosure proceedings. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein and "APPENDIX D: ASSESSMENT METHODOLOGY" hereto. As lands within Assessment Area Two are platted, the Series 2021 Special Assessments will be added to the Polk County tax roll and collected pursuant to the Uniform Method (as described below). The following is a description of certain statutory provisions relating to each of these collection methods. Such description is not intended to be exhaustive and is qualified in its entirety by reference to such statutes.

Direct Billing & Foreclosure Procedure

As noted above, and pursuant to Chapters 170 and 190 of the Florida Statutes, in certain circumstances the District shall directly levy, collect and enforce the Series 2021 Special Assessments. In this context, Section 170.10 of the Florida Statutes provides that upon the failure of any property owner to timely pay all or any part of the annual installment of principal and/or interest of a special assessment due, including the Series 2021 Special Assessments, the whole assessment, with the interest and penalties thereon, shall immediately become due and payable and subject to foreclosure. Generally stated, the governing body of the entity levying the special assessment, in this case the District, may foreclose by commencing a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or, alternatively, by commencing an action under Chapter 173, Florida Statutes, which relates to foreclosure of municipal tax and special assessment liens. Such proceedings are in rem, meaning that the action would be brought against the land, and not against the landowner. In light of the one year tolling period required before the District may commence a foreclosure action under Chapter 173, Florida Statutes, it is

likely the District would commence an action to foreclose in the same manner as the foreclosure of a real estate mortgage rather than proceeding under Chapter 173, Florida Statutes.

Enforcement of the obligation to pay Series 2021 Special Assessments and the ability to foreclose the lien of such Series 2021 Special Assessments upon the failure to pay such Series 2021 Special Assessments may not be readily available or may be limited because enforcement is dependent upon judicial action which is often subject to discretion and delay. Additionally, there is no guarantee that there will be demand for any foreclosed lands sufficient to repay the Series 2021 Special Assessments. See "BONDOWNERS' RISKS."

Uniform Method Procedure

Subject to certain conditions, and for platted lands (as described above), the District may alternatively elect to collect the Series 2021 Special Assessments using the Uniform Method. The Uniform Method of collection is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the Series 2021 Special Assessments to be levied and then collected in this manner.

If the Uniform Method of collection is used, the Series 2021 Special Assessments will be collected together with County, City, school, special district, and other ad valorem taxes and non-ad valorem assessments (together, "Taxes and Assessments"), all of which will appear on the tax bill (also referred to as a "tax notice") issued to each landowner in the District. The statutes relating to enforcement of Taxes and Assessments provide that such Taxes and Assessments become due and payable on November 1 of the year when assessed, or as soon thereafter as the certified tax roll is received by the Tax Collector, and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such taxes and assessments – including the Series 2021 Special Assessments – are to be billed, and landowners in the District are required to pay, all Taxes and Assessments without preference in payment of any particular increment of the tax bill, such as the increment owing for the Series 2021 Special Assessments.

All Taxes and Assessments are payable at one time, except for partial payment schedules as may be provided by Florida law such as Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. Therefore, in the event the Series 2021 Special Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item, would cause the Series 2021 Special Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2021 Bonds.

Under the Uniform Method, if the Series 2021 Special Assessments are paid during November when due or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. All unpaid Taxes and Assessments become delinquent on April 1 of the year following assessment.

The Tax Collector is required to collect the Taxes and Assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such Taxes and Assessments through the sale of "tax certificates," as discussed below. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process. Neither the District nor the Underwriter can give any assurance to the holders of the Series 2021 Bonds (1) that the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Series 2021 Special Assessments, (2) that future landowners and taxpayers in the District will pay such Series 2021 Special Assessments, (3) that a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the District, and (4) that the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Assessment Proceedings to discharge the lien of the Series 2021 Special Assessments and all other liens that are coequal therewith.

Collection of delinquent Series 2021 Special Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the Series 2021 Special Assessments due. Prior to the sale of tax certificates, the landowner may bring current the delinquent Taxes and Assessments and cancel the tax certificate process by paying the total amount of delinquent Taxes and Assessments plus all applicable interest, costs and charges. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates by public bid to the person who pays the delinquent Taxes and Assessments owing, and any applicable interest, costs and charges, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than 18%).

If there are no bidders, the tax certificate is issued to the County. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest, which is currently 18%. The Tax Collector does not collect any money if tax certificates are issued, or struck off, to the County. The County may sell such certificates to the public at any time after issuance, but before a tax deed application is made, at the face amount thereof plus interest at the rate of not more than 18% per annum, costs and charges. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the Series 2021 Special Assessments), interest, costs and charges on the real property described in the certificate.

Any tax certificate in the hands of a person other than the County may be redeemed and canceled, in whole or in part (under certain circumstances), at any time before a tax deed is issued (unless full payment for a tax deed is made to the clerk of court, including documentary stamps and recording fees), at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, and charges due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of 5%, unless the rate borne by the certificates is zero percent. The proceeds of such a redemption are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is effected by purchase of such certificates from the County, as described above.

For any holder other than the County, a tax certificate expires seven years after the date of issuance, if a tax deed has not been applied for, and no other administrative or legal proceeding, including a bankruptcy, has existed of record, the tax certificate is null and void. After an initial period ending two years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all other outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due (as well as any costs of resale, if applicable). If the County holds a tax certificate on property valued at \$5,000 or more and has not succeeded in selling it, the County must apply for a tax deed two years after April 1 of the year of issuance of the certificate or as soon thereafter as is reasonable. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

In any such public sale conducted by the Clerk of the Circuit Court, the private holder of the tax certificate who is seeking a tax deed for non-homestead property is deemed to submit a minimum bid equal to the amount required to redeem the tax certificate, charges for the cost of sale, including costs incurred for the service of notice required by statute, redemption of other tax certificates on the land, and all other costs to the applicant for the tax deed, plus interest thereon. In the case of homestead property, the minimum bid is also deemed to include, in addition to the amount of money required for the minimum bid on non-homestead property, an amount equal to one-half of the latest assessed value of the homestead. If there are no higher bids, the holder receives title to the land, and the amounts paid for the certificate and in applying for a tax deed are credited toward the purchase price. The holder is also responsible for payment of any amounts included in the bid not already paid, including but not limited to, documentary stamp tax, recording fees, and, if property is homestead property, the moneys to cover the one-half value of the homestead. If there are other bids, the holder may enter the bidding. The highest bidder is awarded title to the land. The portion of proceeds of such sale needed to redeem the tax certificate, together with all subsequent unpaid taxes plus the costs and expenses of the application for deed, with interest on the total of such sums, are forwarded to the holder thereof or credited to such holder if such holder is the successful bidder. Excess proceeds are distributed first to satisfy governmental liens against the land and then to the former title holder of the property (less service charges), lienholder of record, mortgagees of record, vendees of recorded contracts for deeds, and other lienholders and any other person to whom the land was last assessed on the tax roll for the year in which the land was assessed, all as their interest may appear. If the property is purchased for an amount in excess of the statutory bid of the certificate holder, but such excess is not sufficient to pay all governmental liens of record, the excess shall be paid to each governmental unit pro rata.

Except for certain governmental liens and certain restrictive covenants and restrictions, no right, interest, restriction or other covenant survives the issuance of a tax deed. Thus, for example, outstanding mortgages on property subject to a tax deed would be extinguished.

If there are no bidders at the public sale, the clerk shall enter the land on a list entitled "lands available for taxes" and shall immediately notify the County Commission that the property is available. At any time within ninety (90) days from the date the property is placed on the list,

the County may purchase the land for the opening bid, or may waive its rights to purchase the property. Thereafter, and without further notice or advertising, any person, the County or any other governmental unit may purchase the land by paying the amount of the opening bid. Ad valorem taxes and non-ad valorem assessments accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three years from the date the property was offered for sale, unsold lands escheat to the County in which they are located, free and clear, and all tax certificates and liens against the property, including the Series 2021 Special Assessments, are canceled and a deed is executed vesting title in the governing board of such County.

There can be no guarantee that the Uniform Method will result in the payment of Series 2021 Special Assessments. For example, the demand for tax certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within the District may affect the demand for certificates and the successful collection of the Series 2021 Special Assessments, which is the primary source of payment of the Series 2021 Bonds. Additionally, legal proceedings under Federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates. See "BONDOWNERS' RISKS."

BONDOWNERS' RISKS

There are certain risks inherent in an investment in bonds issued by a public authority or governmental body in the State and secured by special assessments. Certain of these risks are described in other sections of this Limited Offering Memorandum. Certain additional risks are associated with the Series 2021 Bonds offered hereby and are set forth below. Prospective investors in the Series 2021 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2021 Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment. This section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2021 Bonds, and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety for a more complete description of investment considerations relating to the Series 2021 Bonds.

Concentration of Land Ownership

As of the date of delivery of the Series 2021 Bonds, the Landowners own all of the assessable lands within Assessment Area Two, which are the lands that will be subject to the Series 2021 Special Assessments securing the Series 2021 Bonds. Payment of the Series 2021 Special Assessments is primarily dependent upon their timely payment by the Landowners and the other future landowners in Assessment Area Two. Non-payment of the Series 2021 Special Assessments by any of the landowners could have a substantial adverse impact upon the District's ability to pay debt service on the Series 2021 Bonds. See "THE LANDOWNERS" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2021 BONDS" herein.

Bankruptcy and Related Risks

In the event of the institution of bankruptcy or similar proceedings with respect to the Landowners or any other owner of benefited property, delays could occur in the payment of debt service on the Series 2021 Bonds, as such bankruptcy could negatively impact the ability of: (i) the Landowners and any other landowner to pay the Series 2021 Special Assessments; (ii) the Tax Collector to sell tax certificates in relation to such property with respect to the Series 2021 Special Assessments being collected pursuant to the Uniform Method; and (iii) the District to foreclose the lien of the Series 2021 Special Assessments not being collected pursuant to the Uniform Method. In addition, the remedies available to the Owners of the Series 2021 Bonds under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by federal, state and local law and in the Indenture and the Series 2021 Bonds, including, without limitation, enforcement of the obligation to pay Series 2021 Special Assessments and the ability of the District to foreclose the lien of the Series 2021 Special Assessments if not being collected pursuant to the Uniform Method, may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2021 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The inability, either partially or fully, to enforce remedies available with respect to the Series 2021 Bonds could have a material adverse impact on the interest of the Owners thereof.

A 2011 bankruptcy court decision in Florida held that the governing body of a community development district, and not the bondholders or indenture trustee, was the creditor of the landowners/debtors in bankruptcy with respect to claims for special assessments, and thus only the district could vote to approve or disapprove a reorganization plan submitted by the debtors in the case. The district voted in favor of the plan. The governing body of the district was at that time elected by the landowners rather than qualified electors. Under the reorganization plan that was approved, a two-year moratorium was placed on the debtor landowners' payment of special assessments. As a result of this non-payment of assessments, debt service payments on the district's bonds were delayed for two years or longer. The Master Indenture provides for the delegation of certain rights from the District to the Trustee in the event of a bankruptcy or similar proceeding with respect to an "Insolvent Taxpayer" (as previously defined). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2021 BONDS – Indenture Provisions Relating to Bankruptcy or Insolvency of a Landowner." The District cannot express any view whether such delegation would be enforceable.

Series 2021 Special Assessments Are Non-Recourse

The principal security for the payment of the principal and interest on the Series 2021 Bonds is the timely collection of the Series 2021 Special Assessments. The Series 2021 Special Assessments do not constitute a personal indebtedness of the landowners of the land subject thereto, but are secured by a lien on such land. There is no assurance that the Landowners or subsequent landowners will be able to pay the Series 2021 Special Assessments or that they will pay such Series 2021 Special Assessments even though financially able to do so. Neither the

Landowners nor any other subsequent landowners have any personal obligation to pay the Series 2021 Special Assessments. Neither the Landowners nor any subsequent landowners are guarantors of payment of any Series 2021 Special Assessments, and the recourse for the failure of the Landowners or any subsequent landowner to pay the Series 2021 Special Assessments is limited to the collection proceedings against the land subject to such unpaid Series 2021 Special Assessments, as described herein. Therefore the likelihood of collection of the Series 2021 Special Assessments may ultimately depend on the market value of the land subject to the Series 2021 Special Assessments. While the ability of the Landowners or subsequent landowners to pay the Series 2021 Special Assessments is a relevant factor, the willingness of the Landowners or subsequent landowners to pay the Series 2021 Special Assessments, which may also be affected by the value of the land subject to the Series 2021 Special Assessments, is also an important factor in the collection of Series 2021 Special Assessments. The failure of the Landowners or subsequent landowners to pay the Series 2021 Special Assessments could render the District unable to collect delinquent Series 2021 Special Assessments, if any, and provided such delinquencies are significant, could negatively impact the ability of the District to make the full or punctual payment of debt service on the Series 2021 Bonds.

Regulatory and Environmental Risks

The development of the District Lands is subject to comprehensive federal, state and local regulations and future changes to such regulations. Approval is required from various public agencies in connection with, among other things, the design, nature and extent of planned improvements, both public and private, and construction of the infrastructure in accordance with applicable zoning, land use and environmental regulations. Although all such approvals required to date have been received and any further approvals are anticipated to be received as needed, failure to obtain any such approvals in a timely manner could delay or adversely affect the completion of the development of the District Lands. See "THE DEVELOPMENT – Zoning and Permitting" herein for more information.

The value of the land within the District, the success of the Development, the development of Assessment Area Two and the likelihood of timely payment of principal and interest on the Series 2021 Bonds could be affected by environmental factors with respect to the land in the District. Should the land be contaminated by hazardous materials, this could materially and adversely affect the value of the land in the District, which could materially and adversely affect the success of the development of the lands within the District and the likelihood of the timely payment of the Series 2021 Bonds. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District. See "THE DEVELOPMENT – Environmental" herein for information on environmental site assessments obtained or received. Nevertheless, it is possible that hazardous environmental conditions could exist within the District or in the vicinity of the District and that such conditions could have a material and adverse impact upon the value of the benefited lands within the District. No assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future, whether originating within the District or from surrounding property, and what effect such may have on the development or sale of the lands in Assessment Area Two.

The value of the lands subject to the Series 2021 Special Assessments could also be adversely impacted by flooding or wind damage caused by hurricanes, tropical storms, or other catastrophic events. In addition to potential damage or destruction to any existing development or construction in or near the District, such catastrophic events could potentially render the District Lands unable to support future development. The occurrence of any such events could materially adversely impact the District's ability to pay principal and interest on the Series 2021 Bonds. The Series 2021 Bonds are not insured, and the District's casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

Economic Conditions and Changes in Development Plans

The successful development of Assessment Area Two and the sale of residential units therein, once such homes are built, may be affected by unforeseen changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Landowners. Moreover, the Landowners have the right to modify or change plans for development of the Development from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed, and may seek in the future, in accordance with and subject to the provisions of the Act, to contract or expand the boundaries of the District.

Other Taxes and Assessments

The willingness and/or ability of an owner of benefited land to pay the Series 2021 Special Assessments could be affected by the existence of other taxes and assessments imposed upon such property by the District, the County or any other local special purpose or general purpose governmental entities. County, school, special district taxes and special assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on debt, including the Series 2021 Special Assessments, collected pursuant to the Uniform Method are payable at one time. Public entities whose boundaries overlap those of the District could, without the consent of the owners of the land within the District, impose additional taxes on the property within the District. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the Series 2021 Special Assessments. In addition, lands within the District may also be subject to assessments by property owners' and homeowners' associations. See "THE DEVELOPMENT – Taxes, Fees and Assessments" for additional information.

Under Florida law, a landowner may contest the assessed valuation determined for its property that forms the basis of ad-valorem taxes such landowner must pay. During this contest period, the sale of a tax certificate under the Uniform Method will be suspended. If the Series 2021 Special Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold with respect to such Series 2021 Special Assessment, even though the landowner is not contesting the amount of the Series 2021 Special Assessment. However, Section 194.014, Florida Statutes, requires taxpayers challenging the assessed value of their property to pay all non-ad valorem taxes and at least 75% of their ad valorem taxes before they become delinquent. Likewise, taxpayers who challenge the denial of an exemption or classification or a determination that their improvements were substantially complete must pay all non-ad valorem assessments and the amount of ad valorem taxes that they admit in good faith to be owing. If a taxpayer fails to pay property taxes as set forth above, the Value Adjustment Board

considering the taxpayer's challenge is required to deny such petition by written decision by April 20 of such year.

Limited Secondary Market for Series 2021 Bonds

The Series 2021 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2021 Bonds in the event an Owner thereof determines to solicit purchasers for the Series 2021 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2021 Bonds may be sold. Such price may be lower than that paid by the current Owners of the Series 2021 Bonds, depending on the progress of development of the Development and the lands within Assessment Area Two, as applicable, existing real estate and financial market conditions and other factors.

Inadequacy of Reserve Account

Some of the risk factors discussed herein, which, if materialized, would result in a delay in the collection of the Series 2021 Special Assessments, may not adversely affect the timely payment of debt service on the Series 2021 Bonds because of the Series 2021 Reserve Account. The ability of the Series 2021 Reserve Account to fund deficiencies caused by delinquencies in the Series 2021 Special Assessments is dependent on the amount, duration and frequency of such deficiencies. Moneys on deposit in the Series 2021 Reserve Account may be invested in certain obligations permitted under the Indenture. Fluctuations in interest rates and other market factors could affect the amount of moneys in the Series 2021 Reserve Account to make up deficiencies. If the District has difficulty in collecting the Series 2021 Special Assessments, the Series 2021 Reserve Account would be rapidly depleted, and the ability of the District to pay debt service on the Series 2021 Bonds could be materially adversely affected. In addition, during an Event of Default under the Indenture, the Trustee may withdraw moneys from the Series 2021 Reserve Account and such other Funds, Accounts and subaccounts created under the Indenture to pay its extraordinary fees and expenses incurred in connection with such Event of Default. If in fact the Series 2021 Reserve Account is accessed for any purpose, the District does not have a designated revenue source for replenishing such account. Moreover, the District may not be permitted to re-assess real property then burdened by the Series 2021 Special Assessments in order to provide for the replenishment of the Series 2021 Reserve Account. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2021 BONDS – Reserve Account" herein for more information regarding the Series 2021 Reserve Account.

Legal Delays

If the District should commence a foreclosure action against a landowner for nonpayment of Series 2021 Special Assessments that are not being collected pursuant to the Uniform Method, such landowner and/or its mortgagee(s) may raise affirmative defenses to such foreclosure action. Although the District expects that such affirmative defenses would likely be proven to be without merit, they could result in delays in completing the foreclosure action. In addition, the District is required under the Indenture to fund the costs of such foreclosure. It is possible that the District will not have sufficient funds and will be compelled to request the Holders of the Series 2021 Bonds to allow funds on deposit under the Indenture to be used to pay the costs of the foreclosure

action. Under the Code, there are limitations on the amounts of proceeds from the Series 2021 Bonds that can be used for such purpose.

IRS Examination and Audit Risk

The Internal Revenue Service (the "IRS") routinely examines bonds issued by state and local governments, including bonds issued by community development districts. In 2016, the IRS concluded its lengthy examination of certain issues of bonds (for purposes of this subsection, the "Audited Bonds") issued by Village Center Community Development District (the "Village Center CDD"). During the course of the audit of the Audited Bonds, Village Center CDD received a ruling dated May 30, 2013, in the form of a non-precedential technical advice memorandum ("TAM") concluding that Village Center CDD is not a political subdivision for purposes of Section 103(a) of the Code because Village Center CDD was organized and operated to perpetuate private control and avoid indefinitely responsibility to an electorate, either directly or through another elected state or local government body. Such a conclusion could lead to the further conclusion that the interest on the Audited Bonds was not excludable from gross income of the owners of such bonds for federal income tax purposes. Village Center CDD received a second TAM dated June 17, 2015, which granted relief to Village Center CDD from retroactive application of the IRS's conclusion regarding its failure to qualify as a political subdivision. Prior to the conclusion of the audits, the Audited Bonds were all refunded with taxable bonds. The audit of the Audited Bonds that were issued for utility improvements were closed without change to the tax exempt status of those Audited Bonds on April 25, 2016, and the audit of the remainder of the Audited Bonds (which funded recreational amenity acquisitions from entities related to the principal landowner in the Village Center CDD) was closed on July 14, 2016, without the IRS making a final determination that the interest on the Audited Bonds in question was required to be included in gross income. However, the IRS letter to the Village Center CDD with respect to this second set of Audited Bonds noted that the IRS found that the Village Center CDD was not a "proper issuer of tax-exempt bonds" and that those Audited Bonds were private-activity bonds that did not fall in any of the categories that qualify for tax-exemption. Although the TAMs and the letters to the Village Center CDD from the IRS referred to above are addressed to, and binding only on, the IRS and Village Center CDD in connection with the Audited Bonds, they reflect the audit position of the IRS, and there can be no assurance that the IRS would not commence additional audits of bonds issued by other community development districts raising issues similar to the issues raised in the case of the Audited Bonds based on the analysis set forth in the first TAM or on the related concerns addressed in the July 14, 2016 letter to the Village Center CDD.

On February 23, 2016, the IRS published proposed regulations designed to provide prospective guidance with respect to potential private business control of issuers by providing a new definition of political subdivision for purposes of determining whether an entity is an appropriate issuer of bonds the interest on which is excluded from gross income for federal tax purposes. The proposed regulations require that a political subdivision (i) have the power to exercise at least one sovereign power, (ii) be formed and operated for a governmental purpose, and (iii) have a governing body controlled by or have significant uses of its funds or assets otherwise controlled by a government unit with all three sovereign powers or by an electorate that is not controlled by an unreasonably small number of unrelated electors. On October 4, 2017, the Treasury Department ("Treasury") announced that it would withdraw the proposed regulations, stating that, "while Treasury and the IRS continue to study the legal issues relating to political

subdivisions, Treasury and the IRS currently believe that these proposed regulations should be withdrawn in their entirety, and plan to publish a withdrawal of the proposed regulations shortly in the Federal Register. Treasury and the IRS may propose more targeted guidance in the future after further study of the relevant legal issues." Notice of withdrawal of the proposed regulations was published in the Federal Register on October 20, 2017.

It has been reported that the IRS has closed audits of other community development districts in Florida with no change to such districts' bonds' tax-exempt status, but has advised such districts that such districts must have public electors within the timeframe established by the applicable state law or their bonds may be determined to be taxable retroactive to the date of issuance. Pursuant to the Act, general elections are not held until the later of six years from the date of establishment of the community development district or the time at which there are at least 250 qualified electors in the district. The District, unlike Village Center CDD, was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by a general electorate. Currently, all of the members of the Board of the District were elected by the landowners and none were elected by qualified electors. The Landowners will certify as to their expectations as to the timing of the transition of control of the Board of the District to qualified electors pursuant to the Act, and their expectations as to compliance with the Act by any members of the Board that they elect. Such certification by the Landowners does not ensure that such certification shall be determinative of, or may influence the outcome of any audit by the IRS, or any appeal from such audit, that may result in an adverse ruling that the District is not a political subdivision for purposes of Section 103(a) of the Code. Further, there can be no assurance that an audit by the IRS of the Series 2021 Bonds will not be commenced. The District has no reason to believe that any such audit will be commenced, or that any such audit, if commenced, would result in a conclusion of noncompliance with any applicable state or federal law.

Owners of the Series 2021 Bonds are advised that, if the IRS does audit the Series 2021 Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the Owners of the Series 2021 Bonds may have limited rights to participate in those proceedings. The commencement of such an audit could adversely affect the market value and liquidity of the Series 2021 Bonds until the audit is concluded, regardless of the ultimate outcome. In addition, in the event of an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2021 Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. Further, an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2021 Bonds would adversely affect the availability of any secondary market for the Series 2021 Bonds. Should interest on the Series 2021 Bonds become includable in gross income for federal income tax purposes, not only will Owners of Series 2021 Bonds be required to pay income taxes on the interest received on such Series 2021 Bonds and related penalties, but because the interest rate on such Series 2021 Bonds will not be adequate to compensate Owners of the Series 2021 Bonds for the income taxes due on such interest, the value of the Series 2021 Bonds may decline.

THE INDENTURE DOES NOT PROVIDE FOR ANY ADJUSTMENT IN THE INTEREST RATES ON THE SERIES 2021 BONDS IN THE EVENT OF AN ADVERSE DETERMINATION BY THE IRS WITH RESPECT TO THE TAX-EXEMPT STATUS OF INTEREST ON THE SERIES 2021 BONDS. PROSPECTIVE PURCHASERS OF THE SERIES

2021 BONDS SHOULD EVALUATE WHETHER THEY CAN OWN THE SERIES 2021 BONDS IN THE EVENT THAT THE INTEREST ON THE SERIES 2021 BONDS BECOMES TAXABLE AND/OR THE DISTRICT IS EVER DETERMINED TO NOT BE A POLITICAL SUBDIVISION FOR PURPOSES OF THE CODE AND/OR SECURITIES ACT (AS HEREINAFTER DEFINED).

Loss of Exemption from Securities Registration

Since the Series 2021 Bonds have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws, because of the exemption for political subdivisions, if the District is ever deemed by the IRS, judicially or otherwise, not to be a political subdivision for purposes of the Code, it is possible that federal or state regulatory authorities could also determine that the District is not a political subdivision for purposes of federal and state securities laws. Accordingly, the District and purchasers of Series 2021 Bonds may not be able to rely on the exemption from registration under the Securities Act relating to securities issued by political subdivisions. In that event, the Owners of the Series 2021 Bonds would need to ensure that subsequent transfers of the Series 2021 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act and applicable state securities laws.

Federal Tax Reform

Various legislative proposals are mentioned from time to time by members of Congress of the United States of America and others concerning reform of the internal revenue (tax) laws of the United States. In addition, the IRS may, in the future, issue rulings that have the effect of challenging the interpretation of existing tax laws. Certain of these proposals and interpretations, if implemented or upheld, could have the effect of diminishing the value of obligations or states and their political subdivisions, such as the Series 2021 Bonds, by eliminating or changing the tax-exempt status of interest on such bonds. Whether any such proposals will ultimately become or be upheld as law, and if so, the effect such proposals could have upon the value of bonds such as the Series 2021 Bonds cannot be predicted. However, it is possible that any such law or interpretation could have a material and adverse effect upon the availability of a liquid secondary market and/or the value of the Series 2021 Bonds. Prospective purchasers of the Series 2021 Bonds should consult their tax advisors as to the impact of any proposed or pending legislation. See also "TAX MATTERS."

State Tax Reform

It is impossible to predict what new proposals may be presented regarding tax reform and/or community development districts during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. On October 31, 2014, the Auditor General of the State released a 31-page report which requests legislative action to establish parameters on the amount of bonds a community development district may issue and provide additional oversight for community development district bonds. This report renews requests made by the Auditor General in 2011 that led to the Governor of the State issuing an Executive Order on January 11, 2012 (the "Executive Order") directing the Office

of Policy and Budget in the Executive Office of the Governor ("OPB") to examine the role of special districts in the State. As of the date hereof, the OPB has not made any recommendations pursuant to the Executive Order nor has the Florida legislature passed any related legislation. It is impossible to predict with certainty the impact that any existing or future legislation will or may have on the security for the Series 2021 Bonds. It should be noted that Section 190.16(14) of the Act provides in pertinent part that "The state pledges to the holders of any bonds issued under the Act that it will not limit or alter the rights of the district to levy and collect the ... assessments... and to fulfill the terms of any agreement made with the holders of such bonds ... and that it will not impair the rights or remedies of such holders."

Insufficient Resources or Other Factors Causing Failure to Complete the Series 2021 Project or the Construction of Homes within Assessment Area Two

The cost to finish the Series 2021 Project will exceed the net proceeds from the Series 2021 Bonds. There can be no assurance, in the event the District does not have sufficient moneys on hand to complete the Series 2021 Project, that the District will be able to raise, through the issuance of additional bonds or otherwise, the moneys necessary to complete the Series 2021 Project. Further, the Indenture sets forth certain limitations on the issuance of additional bonds. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2021 BONDS – Additional Bonds" for more information.

Although the Landowners will agree to fund or cause to be funded the completion of their respective portions of the Series 2021 Project, regardless of the insufficiency of proceeds from the Series 2021 Bonds, and will enter into completion agreements with the District as evidence thereof, there can be no assurance that the Landowners will have sufficient resources to do so. Such obligations of the Landowners are unsecured obligations. See "THE LANDOWNERS" herein for more information.

Further, there is a possibility that, even if Assessment Area Two is developed, the Builders may not close on all or any of the lots therein, and such failure to close could negatively impact the construction of homes in Assessment Area Two. The Builder Contracts may also be terminated by the Builders upon the occurrence or failure to occur of certain conditions set forth therein. See "THE DEVELOPMENT – Builder Contracts" herein for more information about the Builders and the Builder Contracts.

COVID-19 Related Matters

In addition to the general economic conditions discussed above, the timely and successful completion of the Development, the purchase of lots therein by the Builders and the construction and sale to end users of residential units may be adversely impacted by the continued spread of the novel strain of coronavirus called COVID-19 or by other highly contagious or epidemic or pandemic diseases. The United States, the State and the County have all previously imposed certain health and public safety restrictions in response to COVID-19 in the past. The District cannot predict whether new actions may be taken by government authorities in the future to contain or otherwise address the impact of the COVID-19 or similar outbreak.

To date, the outbreak has resulted in severe impacts on global financial markets, unemployment levels and commerce generally. The District and the Landowners cannot predict the duration of the current COVID-19 outbreak, and the ultimate impact the COVID-19 outbreak may have on the Development is unknown. It is possible that delays in lot purchases by the Builders, construction delays, delays in the receipt of permits or other government approvals, supply chain delays, increased costs, delays in sales to end users or other delays could occur, or continue to occur, as applicable, as a result of the COVID-19 outbreak or other highly contagious or epidemic or pandemic diseases that adversely impact the Development. See also "BONDOWNERS' RISKS – Economic Conditions and Changes in Development Plans" and "Insufficient Resources or Other Factors Causing Failure to Complete the Series 2021 Project or the Construction of Homes within Assessment Area Two" herein.

Cybersecurity

The District relies on a technological environment to conduct its operations. The District, its agents and other third parties the District does business with or otherwise relies upon are subject to cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to such parties' digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. No assurances can be given that any such attack(s) will not materially impact the operations or finances of the District, which could impact the timely payment of debt service on the Series 2021 Bonds.

Prepayment and Redemption Risk

In addition to being subject to optional and mandatory sinking fund redemptions, the Series 2021 Bonds are subject to extraordinary mandatory redemption as a result of prepayments of the Series 2021 Special Assessments by the Landowners or subsequent owners of the property within Assessment Area Two. Any such redemptions of the Series 2021 Bonds would be at the principal amount of such Series 2021 Bonds being redeemed plus accrued interest to the date of redemption. In such event, owners of the Series 2021 Bonds may not realize their anticipated rate of return on the Series 2021 Bonds and owners of any Premium Bonds (as defined herein) may receive less than the price they paid for the Series 2021 Bonds. See "DESCRIPTION OF THE SERIES 2021 BONDS – Redemption Provisions" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2021 BONDS – Prepayment of Series 2021 Special Assessments" herein for more information.

Payment of Series 2021 Special Assessments after Bank Foreclosure

In the event a bank forecloses on property because of a default on a mortgage in favor of such bank on any of the assessable lands within the District, and then the bank itself fails, the Federal Deposit Insurance Corporation (the "FDIC"), as receiver, will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the Series 2021 Special Assessments levied on such property. In addition, the District would require the consent of the FDIC prior to commencing a foreclosure action.

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ESTIMATED SOURCES AND USES OF FUNDS

The table that follows summarizes the estimated sources and uses of proceeds of the Series 2021 Bonds:

	Total Series 2021 Bonds
Sources of Funds:	
Principal Amount	\$ _____
[Less Original Issue Discount]	_____
Total Sources	<u>\$ _____</u>
Use of Funds:	
Deposit to Phase 2A – Assessment Area Two Acquisition and Construction Account	\$ _____
Deposit to Phase 2B – Assessment Area Two Acquisition and Construction Account	
Deposit to Series 2021 Interest Account ⁽¹⁾	_____
Deposit to Series 2021 Reserve Account	_____
Costs of Issuance ⁽²⁾	<u>_____</u>
Total Uses	<u>\$ _____</u>

(1) Includes capitalized interest through _____ 1, 20____.

(2) Costs of issuance include, without limitation, underwriter's discount, legal fees and other costs associated with the issuance of the Series 2021 Bonds.

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DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled debt service on the Series 2021 Bonds:

Period Ending November 1	Series 2021 Bonds		Total Debt Service
	Principal	Interest	
Totals			

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THE DISTRICT

General

The District is an independent local unit of special-purpose government of the State created in accordance with the Act by the Ordinance (described below). The District encompasses approximately 396.65 gross acres of land, located within the City of Lake Alfred, Florida, in Polk County. The District is generally located in northwest Lake Alfred, just west of CR 557 and south of Cass Road. The District was established under City Ordinance No. 1422-19, duly enacted by the City Commission of the City on October 21, 2019, with an effective date of October 31, 2019, as amended by Ordinance No. 1456-21, duly enacted by the City on June 7, 2021 (collectively, the "Ordinance"). The District Lands are being developed as a residential community known as Eden Hills (the "Development"). For more information, see "THE DEVELOPMENT" herein.

Governance

The Act provides that a five-member Board of Supervisors (the "Board") serves as the governing body of the District. Members of the Board (the "Supervisors") must be residents of the State and citizens of the United States. Initially, the Supervisors were appointed in the Ordinance. Within 90 days after formation of the District, an election was held pursuant to which new Supervisors were elected on an at-large basis by the owners of the property within the District. Ownership of land within the District entitles the owner to one vote per acre (with fractions thereof rounded upward to the nearest whole number). A Supervisor serves until expiration of his or her term and until his or her successor is chosen and qualified. If, during a term of office, a vacancy occurs, the remaining Supervisors may fill the vacancy by an appointment of a Supervisor for the remainder of the unexpired term.

The landowners in the District elect two Supervisors to four-year terms and three Supervisors to two-year terms at bi-annual elections. After the first election of the Board, the next election by landowners will be the first Tuesday in the applicable November. Thereafter, the elections will take place every two years on a date in November established by the Board. Upon the later of six years after the initial appointment of Supervisors and the year when the District next attains at least 250 qualified electors, Supervisors whose terms are expiring will begin to be elected (as their terms expire) by qualified electors of the District. A qualified elector is a registered voter who is at least eighteen years of age, a resident of the District and the State and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, two Supervisors must be qualified electors and be elected by qualified electors, each elected to four-year terms. The seat of the remaining Supervisor whose term is expiring at such election shall be filled by a Supervisor who is elected by the landowners for a four-year term and who is not required to be a qualified elector. Thereafter, as terms expire, all Supervisors must be qualified electors and must be elected by qualified electors to serve staggered four-year terms.

Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, prior to the exercise of such power, it shall call an election at which all Supervisors shall be elected by qualified electors in the District. Elections subsequent to such decision shall be held in a manner such that the Supervisors will serve four-year terms with staggered expiration dates in the manner set forth in the Act.

The Act provides that it shall not be an impermissible conflict of interest under State law governing public officials for a Supervisor to be a stockholder, officer or employee of an owner of the land within the District.

The current members of the Board and the date of expiration of the term of each member are set forth below:

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Warren "Rennie" Heath II *	Chair	November 2023
Lauren Schwenk *	Vice-Chair	November 2023
Justine Frye *	Assistant Secretary	November 2021
Andrew Rhinehart *	Assistant Secretary	November 2021
Matthew Cassidy *	Assistant Secretary	November 2021

* Affiliated with the Phase 2A Landowner or its affiliates.

A majority of the Supervisors constitutes a quorum for the purposes of conducting the business of the District and exercising its powers and for all other purposes. Action taken by the District shall be upon a vote of the majority of the Supervisors present unless general law or a rule of the District requires a greater number. All meetings of the Board are open to the public under the State's "sunshine" or open meetings law.

Powers and Authority

As a special district, the District has only those powers specifically delegated to it by the Act and the Ordinance, or necessarily implied from powers specifically delegated to it. The Act provides that the District has the power to issue general obligation, revenue and special assessment bonds in any combination to pay all or part of the cost of infrastructure improvements authorized under the Act. The Act further provides that the District has the power to levy and assess taxes on all taxable real and tangible personal property, and to levy Special Assessments on specially benefited lands, within its boundaries to pay the principal of and interest on bonds issued and to provide for any sinking or other funds established in connection with any such bond issues. The Act also authorizes the District to impose assessments to maintain assets of the District and to pay operating expenses of the District. The District may also impose user fees, rates and charges and may enter into agreements with property owner associations within and without the boundaries of the District in order to defray its administrative, maintenance and operating expenses.

Among other provisions, the Act gives the District the right (i) to hold, control, and acquire by donation, purchase, condemnation, or dispose of, any public easements, dedications to public use, platted reservations for public purposes, or any reservations for those purposes authorized by the Act and to make use of such easements, dedications, or reservations for any of the purposes authorized by the Act, (ii) to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for various basic infrastructures, including District roads equal to or exceeding the specifications of the County in which such district roads are located, facilities for indoor and outdoor recreational, cultural and educational uses, and any other project within or without the boundaries of the District when a local government has issued a development order approving or expressly requiring the

construction or funding of the project by the District, or when the project is the subject of an agreement between the District and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located, (iii) to borrow money and issue bonds of the District, and (iv) to exercise all other powers necessary, convenient, incidental, or proper in connection with any of the powers or duties of the District stated in the Act.

Also, pursuant to the Ordinance, the District has been granted special powers pursuant to Sections 190.012(1), 190.012(2)(a) and (d) of the Act and 190.012(3) of the Act. Such special powers include the right to (i) finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for (a) water management and control for the lands within the District and to connect some or any of such facilities with roads and bridges, (b) water supply, sewer, and wastewater management, reclamation, and reuse or any combination thereof, and to construct and operate connecting intercepting or outlet sewers and sewer mains and pipes and water mains, conduits or pipelines, in along, and under any street, alley, highway or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system, (c) bridges or culverts that may be needed across any drain, ditch, canal, floodway, holding basin, excavation, public highway, tract, grade, fill, or cut and roadways over levees and embankments, and to construct any and all of such works and improvements across, through, or over any public right-of-way, highway, grade, fill or cut, (d) District roads equal to or exceeding the specifications of the County in which such District roads are located, and street lights, (e) buses, trolleys, transit shelters, ridesharing facilities and services, parking improvements, and related signage, (f) investigation and remediation costs associated with the cleanup of actual or perceived environmental contamination within the District under the supervision or direction of a competent governmental authority unless the covered costs benefit any person who is a landowner within the District and who caused or contributed to the contamination, (g) conservation areas, mitigation areas, and wildlife habitat, including the maintenance of any plant or animal species, and any related interest in real or personal property, and (h) any other project within or without the boundaries of the District when a local government issued a development order approving or expressly requiring the construction or funding of the project by the District, or when the project is the subject of an agreement between the District and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located, (ii) parks and facilities for indoor and outdoor recreational and cultural uses, (iii) security, including, but not limited to, guardhouses, fences and gates, electronic intrusion detection systems, and patrol cars, or industrial waste, and (iv) adopt and enforce appropriate rules in connection with the provision of one or more services through the District's systems and facilities.

The Act does not empower the District to adopt and enforce land use plans or zoning ordinances, and the Act does not empower the District to grant building permits; these functions are performed by the City and the County, as applicable, acting through their respective Commissions and departments of government.

The Act exempts all property of the District from levy and sale by virtue of an execution and from judgment liens, but does not limit the right of any owner of bonds of the District to pursue any remedy for enforcement of any lien or pledge of the District in connection with such bonds, including the Series 2021 Bonds.

The District Manager and Other Consultants

The chief administrative official of the District is the District Manager. The Act provides that the District Manager shall have charge and supervision of the works of the District and shall be responsible for preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of the Act, for maintaining and operating the equipment owned by the District, and for performing such other duties as may be prescribed by the Board. Governmental Management Services – Central Florida, LLC, serves as District Manager. The District Manager's corporate office is located at 219 E. Livingston Street, Orlando, Florida 32801.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of KE Law Group, PLLC, Tallahassee, Florida, as District Counsel; Greenberg Traurig, P.A., Miami, Florida, as Bond Counsel. Governmental Management Services – Central Florida, LLC, also serves as Methodology Consultant for the Series 2021 Bonds.

Outstanding Indebtedness

On November 24, 2020, the District issued its Special Assessment Bonds, Series 2020 (the "Series 2020 Bonds") in the original aggregate principal amount of \$2,950,000, [all of which are outstanding as of the date hereof]. The Series 2020 Bonds are secured by the Series 2020 Special Assessments, which were levied on the land within Phase 1 of the District, which is separate and distinct from the land within Assessment Area Two that is subject to the Series 2021 Special Assessments securing the Series 2021 Bonds.

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THE CAPITAL IMPROVEMENT PLAN AND THE SERIES 2021 PROJECT

General

The "Amended and Restated Engineer's Report for Capital Improvements," dated June 8, 2021 (the "Engineer's Report"), prepared by Wood & Associates Engineering, LLC (the "District Engineer"), sets forth certain infrastructure improvements to be constructed in the District, including without limitation stormwater ponds, roadways, water and sewer facilities and off-site improvements (including turn lanes and extension of water and sewer mains) (collectively, the "Capital Improvement Plan" or "CIP"). In the Engineer's Report, the District Engineer estimates the total cost of the Capital Improvement Plan to be \$28,148,000, as more particularly set forth therein.

The District Lands are being developed in phases. Multiple assessment areas have been created to facilitate the District's financing plans. The District previously issued its Series 2020 Bonds in order to finance public infrastructure improvements associated with Phase 1 of the Development, which is planned for 142 single-family residential lots on [] gross acres of land (the "Series 2020 Project"). The Series 2020 Project is [complete, all lots have been developed and platted]. See "THE DEVELOPMENT – Update on Phase 1" herein for more information.

The next phase of land development corresponds with Phase 2A and Phase 2B of the Development. Phase 2A is planned for 402 single-family residential lots on [] gross acres of land, and Phase 2B is planned for 73 single-family residential lots on [] gross acres of land (collectively, "Assessment Area Two"). See "–Series 2021 Project" herein.

The remaining District Lands correspond to Phase 3 of the Development, which is planned for 551 lots and will be developed at a future time. The District anticipates issuing additional bonds in the future to finance land development associated with Phase 3 of the Development. Such lands are separate and distinct from the lands comprising Assessment Area Two. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2021 BONDS – Additional Bonds" herein for more information.

Series 2021 Project

The net proceeds from the Series 2021 Bonds will fund a portion of the Capital Improvement Plan associated with the development of Assessment Area Two (the "Series 2021 Project"). According to the District Engineer, the costs associated with the Series 2021 Project are approximately \$11,690,000, as more particularly described below.

[Remainder of page intentionally left blank.]

Infrastructure	Phase 2A (402 lots)	Phase 2B (73 lots)	Total Estimated Cost
Off-Site Improvements to County Road 557	\$ 140,000	\$ 30,000	\$ 170,000
Off-Site Improvements to Old Lake Alfred Road, Cass Road & Adams Barn Road	110,000	30,000	140,000
Stormwater Management	2,000,000	370,000	2,370,000
Utilities (Water, Sewer & Street Lighting)	4,265,000	800,000	5,065,000
Internal Roadways	1,700,000	310,000	2,010,000
Entry Feature	300,000	65,000	365,000
Parks and Recreational Facilities	430,000	80,000	510,000
Contingency	890,000	170,000	1,060,000
TOTAL	\$9,835,000	\$1,855,000	\$11,690,000

The net proceeds of the Series 2021 Bonds will finance construction and/or acquisition of a portion of the Series 2021 Project in the approximate amount of \$9.1 million,* which consists of (i) approximately \$7.7 million* to be deposited into the Phase 2A – Assessment Area Two Acquisition and Construction Account and (ii) approximately \$1.4 million* to be deposited into the Phase 2B – Assessment Area Two Acquisition and Construction Account. Each Landowner will enter into a completion agreement at closing on the Series 2021 Bonds whereby it will agree to complete its respective portion of the Series 2021 Project to the extent not funded with proceeds of the Series 2021 Bonds. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Series 2021 Project or the Construction of Homes within Assessment Area Two" herein.

Land development associated with Phase 2A [commenced in August 2021] and is expected to be completed by the first quarter of 2022. Land development associated with Phase 2B is expected to commence in [_____] 2021 and be completed by the first quarter of 2022. See "THE DEVELOPMENT – Development Plan and Status" herein for more information.

Upon completion, the water and sewer facilities in the Development will be owned and maintained by the City. The common area sidewalks, entry feature and signage, and the improvements comprising the stormwater management system will be owned and maintained by the District.

The District Engineer has indicated that all engineering permits necessary to construct the CIP that are set forth in the Engineer's Report have been obtained or are expected to be obtained in the ordinary course of development. In addition to the Engineer's Report, please refer to "THE

* Preliminary, subject to change.

DEVELOPMENT – Zoning and Permitting" herein for a more detailed description of the entitlement and permitting status of Assessment Area.

See "APPENDIX A: ENGINEER'S REPORT" for more information regarding the above improvements.

Set forth below is a map showing the boundaries and location of the District Lands, including the location of Assessment Area Two.

[Remainder of page intentionally left blank]

EXHIBIT D

FORM OF RULE 15c2-12 CERTIFICATE

**Eden Hills Community Development District
\$ _____* Special Assessment Bonds,
Series 2021**

The undersigned hereby certifies and represents to FMSbonds, Inc. ("Underwriter") that he is the Chairperson of the Board of Supervisors of Eden Hills Community Development District (the "District") is authorized to execute and deliver this Certificate, and further certifies on behalf of the District to the Underwriter as follows:

1. This Certificate is delivered to enable the Underwriter to comply with Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") in connection with the offering and sale of the above captioned bonds (the "Series 2021 Bonds").

2. In connection with the offering and sale of the Series 2021 Bonds, there has been prepared a Preliminary Limited Offering Memorandum, dated the date hereof, setting forth information concerning the Series 2021 Bonds and the District (the "Preliminary Limited Offering Memorandum").

3. As used herein, "Permitted Omissions" shall mean the offering price, interest rate, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings, the identity of the Underwriter and other terms of the Series 2021 Bonds depending on such matters.

4. The undersigned hereby deems the Preliminary Limited Offering Memorandum "final" as of its date, within the meaning of the Rule, except for the Permitted Omissions, and the information therein is accurate and complete except for the Permitted Omissions.

5. If, at any time prior to the execution of a Bond Purchase Contract, any event occurs as a result of which the Preliminary Limited Offering Memorandum might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District will promptly notify the Underwriter thereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this ____ day of _____, 2021.

**EDEN HILLS COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson

* Preliminary, subject to change.

EXHIBIT E

FORM OF CONTINUING DISCLOSURE AGREEMENT

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") dated as of _____, 2021 is executed and delivered by the Eden Hills Community Development District (the "Issuer" or the "District"), [Jack M. Berry, Inc. a Florida corporation] (the "Phase 2A Landowner") and [Eden Hills Addition 2, LLC, a Florida limited liability company] (the "Phase 2B Landowner" and, together with the Phase 2A Landowner, the "Landowners"), and Governmental Management Services – Central Florida, LLC, a Florida limited liability company, as dissemination agent (the "Dissemination Agent") in connection with the Issuer's Special Assessment Bonds, Series 2021 (the "Bonds"). The Bonds are secured pursuant to a Master Trust Indenture dated as of November 1, 2020 (the "Master Indenture") and a Second Supplemental Trust Indenture dated as of _____ 1, 2021 (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each entered into by and between the Issuer and U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in Orlando, Florida, as trustee (the "Trustee"). The Issuer, the Landowners and the Dissemination Agent covenant and agree as follows:

1. **Purpose of this Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the Issuer, the Landowners and the Dissemination Agent for the benefit of the Beneficial Owners (as defined herein) of the Bonds and to assist the Participating Underwriter (as defined herein) of the Bonds in complying with the Rule (as defined herein). The Issuer has no reason to believe that this Disclosure Agreement does not satisfy the requirements of the Rule and the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction, a governmental regulatory agency, or an attorney specializing in federal securities law, that the Rule requires the Issuer or other Obligated Person (as defined herein) to provide additional information, the Issuer and each Obligated Person agree to promptly provide such additional information.

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the Issuer, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the Issuer, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. **Definitions.** Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Indenture. The following capitalized terms as used in this Disclosure Agreement shall have the following meanings:

"Annual Filing Date" means the date set forth in Section 3(a) hereof by which the Annual Report is to be filed with each Repository.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i)(A) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessment Area" shall mean that portion of the District lands subject to Assessments, more particularly described as Assessment Area Two in the Limited Offering Memorandum.

"Assessments" shall mean the non-ad valorem Series 2021 Special Assessments pledged to the payment of the Bonds pursuant to the Indenture.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior Fiscal Year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Audited Financial Statements Filing Date" means the date set forth in Section 3(a) hereof by which the Audited Financial Statements are to be filed with each Repository if the same are not included as part of the Annual Report.

"Beneficial Owner" shall mean any person which, (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Bond Year" means the annual period beginning on the second day of November of each year and ending on the first day of November of the following year.

"Business Day" means any day other than (a) a Saturday, Sunday or a day on which banks located in the city in which the designated corporate trust office of the Trustee is located are required or authorized by law or executive order to close for business, and (b) a day on which the New York Stock Exchange is closed.

"Disclosure Representative" shall mean (i) as to the Issuer, the District Manager or its designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time as the person responsible for providing information to the Dissemination Agent; and (ii) as to each entity comprising an Obligated Person (other than the Issuer), the individuals executing this Disclosure Agreement on behalf of such entity or such person(s) as such entity shall designate in writing to the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent.

"Dissemination Agent" shall mean the Issuer or an entity appointed by the Issuer to act in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer pursuant to Section 8 hereof. Governmental Management Services - Central Florida, LLC has been designated as the initial Dissemination Agent hereunder.

"District Manager" shall mean Governmental Management Services - Central Florida, LLC, and its successors and assigns.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures located at <http://emma.msrb.org/>.

"EMMA Compliant Format" shall mean a format for any document provided to the MSRB (as hereinafter defined) which is in an electronic format and is accompanied by identifying information, all as prescribed by the MSRB.

"Financial Obligation" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of an obligation or instrument described in either clause (a) or (b). Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Limited Offering Memorandum" shall mean that Limited Offering Memorandum dated _____, 2021, prepared in connection with the issuance of the Bonds.

"Listed Events" shall mean any of the events listed in Section 6(a) of this Disclosure Agreement.

"MSRB" means the Municipal Securities Rulemaking Board.

"Obligated Person(s)" shall mean, with respect to the Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the Issuer, and for the purposes of this Disclosure Agreement, the Landowners for so long as such Landowners or their affiliates, successors or assigns (excluding residential homebuyers who are end users) are the owners of District Lands responsible for payment of at least 20% of the Assessments.

"Participating Underwriter" shall mean FMSbonds, Inc.

"Phase 2A" shall mean a portion of the Assessment Area, owned as of the date hereof by the Phase 2A Landowner and more particularly described in the Limited Offering Memorandum.

"Phase 2B" shall mean a portion of the Assessment Area, owned as of the date hereof by the Phase 2B Landowner and more particularly described in the Limited Offering Memorandum.

"Quarterly Filing Date" shall mean for the quarter ending: (i) March 31, each May 1; (ii) June 30, each August 1; (iii) September 30, each November 1; and (iv) December 31, each February 1 of the following year. The first Quarterly Filing Date shall be [_____ 1, 20__].

"Quarterly Report" shall mean any Quarterly Report provided by any Obligated Person (other than the Issuer) pursuant to, and as described in, Section 5 of this Disclosure Agreement.

"Repository" shall mean each entity authorized and approved by the SEC (as hereinafter defined) from time to time to act as a repository for purposes of complying with the Rule. The Repositories approved by the SEC may be found by visiting the SEC's website at <http://www.sec.gov/info/municipal/nrmsir.htm>. As of the date hereof, the Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure submissions through its EMMA web portal. As used herein, "Repository" shall include the State Repository, if any.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same has and may be amended from time to time.

"SEC" means the Securities and Exchange Commission.

"State" shall mean the State of Florida.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purposes of the Rule.

3. **Provision of Annual Reports.**

(a) Subject to the following sentence, the Issuer shall provide the Annual Report to the Dissemination Agent no later than March 31st following the close of the Issuer's Fiscal Year (the "Annual Filing Date"), commencing with the Annual Report for the Fiscal Year ending September 30, 2021. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; *provided that* the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report, and may be submitted in accordance with State law, which currently requires such Audited Financial Statements to be provided up to, but no later than, nine (9) months after the close of the Issuer's Fiscal Year (the "Audited Financial Statements Filing Date"). The Issuer shall, or shall cause the Dissemination Agent to, provide to the Repository the components of an Annual Report which satisfies the requirements of Section 4(a) of this Disclosure Agreement within thirty (30) days after same becomes available, but in no event later than the Annual Filing Date or Audited Financial Statements Filing Date, if applicable. If the Issuer's Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 6.

(b) If on the fifteenth (15th) day prior to each Annual Filing Date or the Audited Financial Statements Filing Date, as applicable, the Dissemination Agent has not received a copy of the Annual Report or Audited Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be via email) to remind the Issuer of its undertaking to provide the Annual Report or Audited Financial Statements, as applicable, pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report or the Audited Financial Statements, as applicable, in accordance with Section 3(a) above, or (ii) advise the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report or Audited Financial Statements, as applicable, within the times required under this

Disclosure Agreement, state the date by which the Annual Report or the Audited Financial Statements for such year, as applicable, will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 6(a)(xvii) has occurred and to immediately send a notice to the Repository in substantially the form attached hereto as Exhibit A.

(c) If the Dissemination Agent has not received an Annual Report by 12:00 noon on the first (1st) Business Day following the Annual Filing Date for the Annual Report or the Audited Financial Statements by 12:00 noon on the first (1st) Business Day following the Audited Financial Statements Filing Date for the Audited Financial Statements, then a Listed Event as described in Section 6(a)(xvii) shall have occurred and the Dissemination Agent shall immediately send a notice to the Repository in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Issuer stating that the Annual Report or Audited Financial Statement has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing all Repositories with which it was filed.

(e) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Agreement shall be provided in an EMMA Compliant Format.

4. Content of Annual Reports.

(a) Each Annual Report shall be in the form set in Schedule A attached hereto and shall contain the following Annual Financial Information with respect to the Issuer:

(i) All fund balances in all Funds, Accounts and subaccounts for the Bonds and the total amount of Bonds Outstanding, in each case as of December 31st following the end of the most recent prior Fiscal Year.

(ii) The method by which Assessments are being levied (whether on-roll or off-roll) and the amounts being levied by each method in the Assessment Area for the current Fiscal Year, and a copy of the assessment roll (on roll and off roll) for the Assessments certified for collection in the Assessment Area for the current Fiscal Year.

(iii) The method by which Assessments were levied (whether on-roll or off-roll) and the amounts levied by each method in the Assessment Area for the most recent prior Fiscal Year.

(iv) The amount of Assessments collected in the Assessment Area from the property owners during the most recent prior Fiscal Year.

(v) If available, the amount of delinquencies in the Assessment Area greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of the Assessments due in any year, a list of delinquent property owners.

(vi) If available, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year.

(vii) The amount of principal and interest to be paid on the Bonds in the current Fiscal Year.

(viii) The most recent Audited Financial Statements of the Issuer.

(ix) In the event of any amendment or waiver of a provision of this Disclosure Agreement, a description of such amendment or waiver in the next Annual Report, and in each case shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth (unless Audited Financial Statements are being delivered later than March 31st after the close of the Issuer's Fiscal Year pursuant to Section 3(a) hereof). Any or all of the items listed above may be incorporated by reference from other documents, including limited offering memorandums and official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the SEC. If the document incorporated by reference is a final limited offering memorandum or official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

(b) The Issuer and each Obligated Person agree to supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The Issuer acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the Issuer, Obligated Persons and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the Issuer, an Obligated Person or others as thereafter disseminated by the Dissemination Agent.

(c) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

5. Quarterly Reports.

(a) Each Obligated Person (other than the Issuer), or the Landowners on behalf of any other Obligated Person that fails to execute an Assignment (as hereinafter defined), shall provide an electronic copy of the Quarterly Report to the Dissemination Agent no later than fifteen (15) days prior to the Quarterly Filing Date. Notwithstanding the foregoing, the Phase 2A Landowner and its successors and assigns shall provide the information herein with respect to Phase 2A, and the Phase 2B Landowner and its successors and assigns shall provide the information herein with respect to Phase 2B. Promptly upon receipt of an electronic copy of the Quarterly Report, but in any event no later than the applicable Quarterly Filing Date, the Dissemination Agent shall provide a Quarterly Report to the Repository.

(b) Each Quarterly Report shall be in the form set in Schedule B attached hereto and contain an update of the following information to the extent available:

(i) The number and type of lots planned in each Phase of the Assessment Area subject to the Assessments.

(ii) With respect to lots owned in each Phase of the Assessment Area by the Obligated Person: the total number of lots owned, the number of lots under contract but not closed with a homebuilder and the name of such homebuilder, the number of lots closed with a homebuilder, the number of lots not under contract with a homebuilder.

(iii) The number and type of lots developed in each Phase of the Assessment Area.

(iv) The number and type of lots platted in each Phase of the Assessment Area.

(v) With respect undeveloped and unplatted lands owned in each Phase of the Assessment Area by the Obligated Person, a description of the status for lot development within such lands.

(vi) The cumulative number and type of homes closed with homebuyers (delivered to end users) in each Phase of the Assessment Area.

(vii) The number and type of homes under contract and not closed with homebuyers in each Phase of the Assessment Area in such quarter.

(viii) With respect to each Phase of the Assessment Area, material changes to (1) builder contracts, (2) the number or type of lots planned to be developed, (3) permits/approvals, and (4) existing mortgage debt of the Obligated Person or the incurrence of new mortgage debt by the Obligated Person.

(ix) Any sale, assignment or transfer of ownership by the Obligated Person of lands in each Phase of the Assessment Area to a third party which will in turn become an Obligated Person hereunder.

(c) If an Obligated Person sells, assigns or otherwise transfers ownership of real property in the Assessment Area (a "Transferor Obligated Person") to a third party (a "Transferee"), which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Transferor Obligated Person hereby agrees to use its best efforts to contractually obligate such Transferee to agree to comply with the disclosure obligations of an Obligated Person hereunder for so long as such Transferee is an Obligated Person hereunder, to the same extent as if such Transferee were a party to this Disclosure Agreement (an "Assignment"). The Transferor Obligated Person shall notify the District and the Dissemination Agent in writing of any Transfer within five (5) Business Days of the occurrence thereof. Nothing herein shall be construed to relieve the Landowners from their respective obligations hereunder except to the extent a written Assignment from a Transferee is obtained and delivered to the Dissemination Agent and then only to the extent of such Assignment.

6. **Reporting of Listed Events.**

(a) This Section 6 shall govern the giving of notices of the occurrence of any of the following Listed Events:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on the Series 2021 Reserve Account reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;*
- (v) Substitution of credit or liquidity providers, or their failure to perform;*
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;

* Not applicable to the Bonds at their date of issuance.

(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) Rating changes;*

(xii) Bankruptcy, insolvency, receivership or similar event of the Issuer or any Obligated Person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer or any Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person);

(xiii) Consummation of a merger, consolidation, or acquisition involving the Issuer or any Obligated Person or the sale of all or substantially all of the assets of the Issuer or any Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional Trustee or the change of name of the Trustee, if material;

(xv) Incurrence of a Financial Obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or Obligated Person, any of which affect security holders, if material;

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer or Obligated Person, any of which reflect financial difficulties;

(xvii) Failure to provide (A) any Annual Report or Audited Financial Statements as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Section 4(a) of this Disclosure Agreement, or (B) any Quarterly Report that contains, in all material respects, the information required to be included therein under Section 5(b) of this Disclosure Agreement, which failure shall, in all cases, be deemed material under federal securities laws; and

(xviii) Any amendment to the accounting principles to be followed in preparing financial statements as required pursuant to Section 4(a)(ix) hereof.

(b) The Issuer shall give, or cause to be given, notice of the occurrence of any of the above subsection (a) Listed Events to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in

a timely manner not in excess of ten (10) Business Days after its occurrence, with the exception of the Listed Events described in Section 6(a)(xvii) and (xviii), which notice will be given in a timely manner. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (d) below. Such notice by the Issuer to the Dissemination Agent shall identify the Listed Event that has occurred, include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is in compliance within the filing dates provided within this Section 6(b)).

(c) Notwithstanding anything contained in Section 6(b) above, each Obligated Person other than the Issuer shall notify the Issuer and the Dissemination Agent of the occurrence of a Listed Event described in subsections (a)(x), (xii), (xiii), (xv) or (xvi) that has occurred with respect to such Obligated Person in compliance with the notification and filing requirements provided in Section 6(b).

(d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with each Repository.

7. **Termination of Disclosure Agreement.** This Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

8. **Dissemination Agent.** Upon termination of the Dissemination Agent's services as Dissemination Agent, whether by notice of the Issuer or the Dissemination Agent, the Issuer agrees to appoint a successor Dissemination Agent or, alternatively, agrees to assume all responsibilities of Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. If at any time there is not any other designated Dissemination Agent, the District shall be deemed to be the Dissemination Agent. The initial Dissemination Agent shall be Governmental Management Services - Central Florida, LLC. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of Governmental Management Services - Central Florida, LLC. Governmental Management Services - Central Florida, LLC, may terminate its role as Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the District and each Obligated Person. The District may terminate the agreement hereunder with the Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the Dissemination Agent and each Obligated Person.

9. **Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the Issuer, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment and/or waiver in the next Annual Report and shall include,

as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Notwithstanding the above provisions of this Section 9, no amendment to the provisions of Section 5(b) hereof may be made without the consent of each Obligated Person, if any.

10. **Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

11. **Default.** In the event of a failure of the Issuer, the Disclosure Representative, any Obligated Person or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Beneficial Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any beneficial owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer, the Disclosure Representative, any Obligated Person or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement by any Obligated Person shall not be deemed a default by the Issuer hereunder and no default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Disclosure Representative, any Obligated Person, or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

12. **Duties of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement between the District, the Landowners and such Dissemination Agent. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. The District, each Obligated Person and the Disclosure Representative covenant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District, the Landowners and the Disclosure Representative acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the

District, Obligated Person(s), the Disclosure Representative and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, any Obligated Person or the Disclosure Representative as thereafter disseminated by the Dissemination Agent. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA compliant format.

13. **Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Landowners, the Dissemination Agent, the Trustee, the Participating Underwriter and the Owners of the Bonds (the Dissemination Agent, the Trustee, Participating Underwriter and Owners of the Bonds being hereby deemed express third party beneficiaries of this Disclosure Agreement), and shall create no rights in any other person or entity.

14. **Tax Roll and Budget.** Upon the request of the Dissemination Agent, the Trustee or any Bondholder, the Issuer, through its District Manager, if applicable, agrees to provide such party with a certified copy of its most recent tax roll provided to the Polk County Tax Collector and the Issuer's most recent adopted budget.

15. **Governing Law.** The laws of the State of Florida and Federal law shall govern this Disclosure Agreement and venue shall be any state or federal court having jurisdiction in Polk County, Florida.

16. **Counterparts.** This Disclosure Agreement may be executed in several counterparts and each of which shall be considered an original and all of which shall constitute but one and the same instrument. A scanned copy of the signatures delivered in a PDF format may be relied upon as if the original had been received.

17. **Trustee Cooperation.** The Issuer represents that the Dissemination Agent is a bona fide agent of the Issuer and the Issuer instructs the Trustee to deliver to the Dissemination Agent at the expense of the Issuer, any information or reports readily available to and in the possession of the Trustee that the Dissemination Agent requests in writing.

18. **Binding Effect.** This Disclosure Agreement shall be binding upon each party to this Disclosure Agreement and upon each successor and assignee of each party to this Disclosure Agreement and shall inure to the benefit of, and be enforceable by, each party to this Disclosure Agreement and each successor and assignee of each party to this Disclosure Agreement. Notwithstanding the foregoing, as to the Landowners or any assignee or successor thereto that becomes an Obligated Person pursuant to the terms of this Disclosure Agreement, only successor or assignees to such parties who are, by definition, Obligated Persons, shall be bound or benefited by this Disclosure Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

**EDEN HILLS COMMUNITY
DEVELOPMENT DISTRICT, AS ISSUER**

[SEAL]

By: _____
_____, Chairperson
Board of Supervisors

ATTEST:

By: _____
_____, Secretary

**[JACK M. BERRY INC.], AS PHASE 2A
LANDOWNER**

By: _____
_____, Manager

**[EDEN HILLS ADDITION 2, LLC], AS PHASE
2A LANDOWNER**

By: _____
_____, Manager

**GOVERNMENTAL MANAGEMENT
SERVICES - CENTRAL FLORIDA, LLC, and
its successors and assigns, AS DISSEMINATION
AGENT**

By: _____
Name: _____
Title: _____

CONSENTED TO AND AGREED TO BY:

DISTRICT MANAGER

**GOVERNMENTAL MANAGEMENT
SERVICES – CENTRAL FLORIDA,
LLC, AS DISTRICT MANAGER**

By: _____

Name: _____

Title: _____

Acknowledged and agreed to for purposes of
Sections 11, 13 and 17 only:

**U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE**

By: _____

Name: _____

Title: _____

EXHIBIT A

**FORM OF NOTICE TO REPOSITORIES OF FAILURE
TO FILE [ANNUAL REPORT]
[AUDITED FINANCIAL STATEMENTS][QUARTERLY REPORT]**

Name of Issuer: Eden Hills Community Development District

Name of Bond Issue: \$_____ original aggregate principal amount of Special
Assessment Bonds, Series 2021

Obligated Person(s): Eden Hills Community Development District;
_____.

Original Date of Issuance: _____, 2021

CUSIP Numbers: _____

NOTICE IS HEREBY GIVEN that the [Issuer][Obligated Person] has not provided an [Annual Report] [Audited Financial Statements] [Quarterly Report] with respect to the above-named Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated _____, 2021, by and between the Issuer, the Landowners and the Dissemination Agent named therein. The [Issuer][Obligated Person] has advised the undersigned that it anticipates that the [Annual Report] [Audited Financial Statements] [Quarterly Report] will be filed by _____, 20____.

Dated: _____

_____, as Dissemination Agent

By: _____

Name: _____

Title: _____

cc: Issuer
Trustee

SCHEDULE A

FORM OF DISTRICT'S ANNUAL REPORT (Due 3/31)

1. Fund Balances

Combined Trust Estate Assets	<u>Quarter Ended – 12/31</u>
Acquisition and Construction Fund	
Revenue Fund	
Reserve Fund	
Prepayment Fund	
Other	
Total Bonds Outstanding	
TOTAL	

2. Assessment Certification and Collection Information

1. For the Current District Fiscal Year – Manner in which Assessments are collected (On Roll vs. Off Roll)

	<u>\$ Certified</u>
On Roll	\$ _____
Off Roll	\$ _____
TOTAL	\$ _____

2. Attach to Report the following:
 - A. On Roll – Copy of certified assessment roll for the District's current Fiscal Year
 - B. Off Roll – List of folios and ownership for all off roll Assessments, together with par and annual Assessment assigned to each folio

3. For the immediately ended Bond Year, provide the levy and collection information

<u>Total Levy</u>	<u>\$ Levied</u>	<u>\$ Collected</u>	<u>% Collected</u>	<u>% Delinquent</u>
On Roll	\$ _____	\$ _____	____%	____%
Off Roll	\$ _____	\$ _____	____%	____%
TOTAL				

4. If available, the amount of delinquencies in the Assessment Area greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amount of the Assessments due in any year, a list of delinquent property owners

5. If available, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year

6. The amount of principal and interest to be paid on the Bonds in the current Fiscal Year

SCHEDULE B

FORM OF OBLIGATED PERSON'S QUARTERLY REPORT

Bond Information

Eden Hills Community Development District

Date of Quarterly Report _____

Bond Series _____ 2021

Area/Project _____ Assessment Area Two

INFORMATION NEEDS TO BE COMPLETED FOR PHASE 2A AND PHASE 2B WITHIN THE ASSESSMENT AREA

1. Unit Mix For Land Subject To Assessments

<u>Type</u>	<u>Number of Lots/Units</u>	<u>Ownership Information</u>		
		<u>Developer Owned</u>	<u>Builder Owned</u>	<u>Homeowner Owned</u>
Total				

2. For Lots owned by Obligated Person (if applicable)

<u>Type</u>	<u># of Lots Owned by Obligated Person</u>	<u># of Lots Under Contract With Builders (NOT CLOSED)</u>	<u># of Lots NOT Under Contract</u>	<u>Name of Builder</u>	<u>Expected Takedown Date(s)</u>
Total					

3. Status of Land Subject to Assessments

A. Lots developed (cumulative, not quarterly activity), by phase or sub-phase:

Total Assessment Area Two

B. Lots platted (cumulative, not quarterly activity), by phase or sub-phase:

Total Assessment Area Two

C. For lots not developed, and platted, provide brief description on status of lot development for land area securing the Bonds:

1. When do you anticipate lots will be developed (for each phase or sub phase)?
2. When do you anticipate lots will be platted (for each phase or sub phase)?
3. Provide total amount of money spent on land development to date (include money funded with bonds and with other sources)

D. Homes Closed with End-Users:

Total CUMULATIVE

E. Homes Sold To End Users (AND NOT CLOSED):

Total QUARTER ONLY

4. Development Changes and Status Updates

1. Material changes to Builder Contracts (i.e., change of terms or cancellation of contract, change of takedown dates)?
2. Any bulk sales of land within the District to other developers or builders?
3. Any material changes to the number or type of lots planned to be developed in the Assessment Area?
4. Any materially adverse changes or determinations to permits/approvals for the Assessment Area which necessitate changes to the development plans?
5. Incurrence of any new or modified mortgage debt on the land owned by the Obligated Person in the Assessment Area (amount, rate, and term)?
6. Sale, assignment or transfer of ownership of real property in the Assessment Area to a third party, which will in turn be an Obligated Person?

*This report contains statements, which to the extent they are not recitations of historical fact, constitute "forward-looking statements." In this respect, the words "anticipate", "estimate", "expect", and "belief", and similar expressions are intended to identify forward-looking statements. Such statements may be subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements.

SECTION VIII

RESOLUTION 2021-19

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2021-2022; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

WHEREAS, the Board desires to adopt the Fiscal Year 2021-2022 annual meeting schedule attached as **Exhibit A**.

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

SECTION 1. The Fiscal Year 2021-2022 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 11th day of August 2021

ATTEST:

**EDEN HILLS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2021-2022 Annual Meeting Schedule

Exhibit A

BOARD OF SUPERVISORS MEETING DATES EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2021-2022

The Board of Supervisors of the Eden Hills Community Development District will hold their regular meetings for Fiscal Year 2021-2022 at the Lake Alfred Public Library, 245 North Seminole Avenue, Lake Alfred, FL 33850 at 5:00 p.m. on the 2nd Wednesday of each month, unless otherwise indicated as follows:

**October 13, 2021
November 10, 2021
December 8, 2021
January 12, 2022
February 9, 2022
March 9, 2022
April 13, 2022
May 11, 2022
June 8, 2022
July 13, 2022
August 10, 2022
September 14, 2022**

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

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

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

District Manager

SECTION IX

RESOLUTION 2021-20

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

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

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

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

SECTION 1. Jill Burns is hereby designated as the Registered Agent for the Eden Hills Community Development District.

SECTION 2. The District’s Registered Office shall be located at Governmental Management Services—Central Florida, 219 East Livingston Street, Orlando, Florida 32801.

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

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

PASSED AND ADOPTED this 11th day of August 2021

ATTEST:

**EDEN HILLS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION X

Sent Via Email: jburns@gmscfl.com

July 30, 2021

Ms. Jillian Burns
District Manager
Eden Hills Community Development District
c/o Governmental Management Services
219 East Livingston Street
Orlando, Florida 32801

Subject: **Proposal to Provide Professional Consulting Services
Eden Hills Community Development District
District Engineering Services
Polk County, Florida**

Dear Ms. Burns:

Dewberry Engineers Inc. is pleased to submit this Proposal to Provide Professional Consulting Services for the Eden Hills Community Development District (District). The project is located in the unincorporated area of Polk County, Florida.

With this information in mind, we propose the following tasks and corresponding fees:

I. General Engineering Services

The District will engage the services of Dewberry Engineers Inc. (Engineer) as District Engineer to perform those services as necessary, pursuant to the Professional Engineering Services Agreement, including attendance at Board of Supervisors meetings, preparation of reports and applications, review and approval of requisitions, or other activities as directed by the District's Board of Supervisors.

Our fee for this task will be based on time and materials, in accordance with the Professional Engineering Services Agreement. We estimate a budget of \$10,000, plus other direct costs.

II. Other Direct Costs

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera. This does not include any of the application fees for the various agencies, which are the owner's responsibility and have not been accounted for in this proposal. We estimate a budget of \$100.

This proposal, together with the Standards Terms and Conditions, represents the entire understanding between the Eden Hills Community Development District and Dewberry Engineers Inc. with regard to the referenced project. If you wish to accept this proposal, please sign where indicated and return one complete copy to Aimee Powell, Administrative Assistant in our Orlando office at 800 N. Magnolia Avenue, Suite 1000, Orlando, Florida 32803 (or via email at apowell@dewberry.com). Upon receipt, we will promptly schedule our services.

Thank you for choosing Dewberry Engineers Inc. We look forward to working with you and your staff.

Sincerely,



Reinardo Malavé, P.E.
Associate Vice President

RM:ap

M:\Proposals - Public\Municipal\Eden Hills CDD\District Engineering Services – 07-30-2021
Enclosures

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Eden Hills Community Development District

Date: _____

ATTACHMENT B STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us.
If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
 - a. The correctness and completeness of any document which was prepared by another entity.
 - b. The correctness and completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
 - c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
 - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
 - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
 - f. Site safety or construction quality, means, methods, or sequences.
 - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
 - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
 - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.

Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.

Our Services shall not be construed as providing legal, accounting, or insurance services.

3. **Your Oral Decisions.** You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.
4. **Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. You shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.
5. **Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, you agree that we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
6. **Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner and we may then, at our sole option, terminate the Agreement.
7. **Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
8. **Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1 ½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due, or claimed to be due for any reason.

If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure make full and timely payment shall be deemed a material breach.

9. **Information from You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services. You assume the sole responsibility for determining whether the quantity and nature of the work requested of us under this Agreement is adequate and sufficient for your intended purpose.
10. **Plan Processing.** We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance with our applicable hourly rate schedule.
11. **Meetings and Conferences.** To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.

- 12. Your Claims.** You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
- a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
 - b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
 - c. If we reject the claim, we shall give you written notice of such rejection within 30 days of our receipt of the notice of claim from you. You shall then have 60 days within which to furnish us with an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to furnish us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
 - d. We shall have 60 days from receipt of the written opinion of your expert within which to reevaluate any claim asserted by you. If we again reject such claim, or if the 60 day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

- 13. Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may, or will, involve or be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify and hold us harmless from liability, loss and damages of any nature, including actual attorney's fees and related costs and expenses, arising out of claims made against us that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. The monetary limitation on the extent of any indemnity obligation created by this Agreement to be provided by you shall be \$1,000,000.00, which you agree bears a commercially reasonable relationship to this Agreement and the Project. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
- 14. Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
- 15. Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
- 16. Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, except that we are permitted to transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement shall not confer any benefit or right upon any person or entity other than you, us and our partners, members, managers, directors, officers, employees, agents and subcontractors. Our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and shall be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement. Despite anything in this Paragraph 16 to the contrary, we may employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services and we may assign our right to receive compensation under this Agreement.
- 17. Applicable Law and Forum Selection.** The laws of the State of Florida shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18 below, the parties agree that the courts of Orange County, Florida, and the Federal District Court, Middle District of Florida, Orlando Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
- 18. Arbitration of Our Claims for Compensation.** Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Orange County, Florida in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.
- 19. Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
- 20. Limitations on Liability.** Our liability for any loss, property damage or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with our services, or our partners, members, managers, directors, officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages. Further, no portion of this Agreement shall be construed to provide indemnification to you by us, for any reason. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk. PURSUANT TO FLORIDA STATUTE §558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.
- 21. Payment of Attorney's Fees.** The prevailing party in any legal proceeding hereunder, including arbitration, shall be entitled to recover all of its costs and expenses, including attorneys' fees, professionals' fees, and expert witness or consultant fees, including but not limited to those incurred on appeal or during the collection of any judgment hereunder, from the non-prevailing party.
- 22. Indemnification.** You agree to indemnify and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our sole negligence. The monetary limitation on the extent of any indemnity obligation created by this Agreement to be provided by you shall be \$1,000,000.00, which you agree bears a commercially reasonable relationship to this Agreement and the Project.
- 23. Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

STANDARD HOURLY BILLING RATE SCHEDULE**Professional/Technical/Construction/Surveying Services**

LABOR CLASSIFICATION	HOURLY RATES
<u>Professional</u>	
Engineer I, II, III	\$110.00, \$120.00, \$135.00
Engineer IV, V, VI	\$150.00, \$170.00, \$200.00
Engineer VII, VIII, IX	\$220.00, \$235.00, \$250.00
Environmental Specialist I, II, III	\$95.00, \$115.00, \$135.00
Senior Environmental Scientist IV, V, VI	\$155.00, \$170.00, \$185.00
Planner I, II, III	\$95.00, \$115.00, \$135.00
Senior Planner IV, V, VI	\$155.00, \$170.00, \$185.00
Landscape Designer I, II, III	\$95.00, \$115.00, \$135.00
Senior Landscape Architect IV, V, VI	\$155.00, \$170.00, \$185.00
Principal	\$299.00
<u>Technical</u>	
CADD Technician I, II, III, IV	\$75.00, \$90.00, \$105.00, \$125.00
Designer I, II, III	\$100.00, \$120.00, \$140.00
Designer IV, V, VI	\$155.00, \$175.00, \$200.00
<u>Construction</u>	
Construction Professional II, III	\$145.00, \$165.00
Construction Professional IV, V, VI	\$185.00, \$210.00, \$235.00
<u>Survey</u>	
Surveyor I, II, III	\$60.00, \$75.00, \$90.00
Surveyor IV, V, VI	\$105.00, \$115.00, \$130.00
Surveyor VII, VIII, IX	\$150.00, \$170.00, \$195.00
Senior Surveyor IX	\$240.00
Fully Equipped 2, 3, 4 Person Field Crew	\$155.00, \$190.00, \$225.00
<u>Administration</u>	
Administrative Professional I, II, III, IV	\$70.00, \$90.00, \$110.00, \$145.00
Other Direct Costs (Printing, Postage, Etc.)	Cost + 15%

SECTION XI

SECTION C

SECTION 1

Eden Hills

Community Development District

Summary of Checks

July 2, 2021 to August 4, 2021

Bank	Date	Check No.'s	Amount
General Fund	7/8/21	96	\$ 2,875.00
	7/12/21	97-100	\$ 64,114.70
	7/20/21	101	\$ 3,000.00
	7/27/21	102-103	\$ 3,676.81
			<hr/>
			\$ 73,666.51
			<hr/>
			\$ 73,666.51

*** CHECK DATES 07/02/2021 - 08/04/2021 ***

GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
7/08/21	00019	6/28/21 21595	202106 310-51300-32200	AUDIT FEES 09/30/2020	*	2,875.00	
				BERGER, TOOMBS, ELAM, GAINES & FRANK			2,875.00 000096
7/12/21	00020	6/24/21 69037	202107 300-20700-10100	FY21 SER20 FR#5	*	24,236.45	
				DANIELLE FENCE			24,236.45 000097
7/12/21	00007	6/30/21 123633	202105 310-51300-31500	GENERAL COUNSEL MAY 21	*	1,303.25	
				HOPPING GREEN & SAMS			1,303.25 000098
7/12/21	00021	6/24/21 11182	202107 300-20700-10100	FY21 SER20 FR#5	*	38,500.00	
				STEWART & ASSOCIATES PROPERTY SVC			38,500.00 000099
7/12/21	00017	6/29/21 1177	202107 300-20700-10100	FY21 SER20 FR#5	*	75.00	
				WOOD & ASSOCIATES ENGINEERING LLC			75.00 000100
7/20/21	00015	7/01/21 970	202107 300-20700-10100	FY21 SER20 FR#6	*	3,000.00	
				HIGHLAND SUMNER LLC			3,000.00 000101
7/27/21	00008	7/01/21 27	202107 310-51300-34000	MANAGEMENT FEES JULY 21	*	2,916.67	
		7/01/21 27	202107 310-51300-35100	INFO TECHNOLOGY JULY 21	*	100.00	
		7/01/21 27	202107 310-51300-31300	DISSEMINATION JULY 21	*	416.67	
		7/01/21 27	202107 310-51300-51000	OFFICE SUPPLIES	*	2.77	
		7/01/21 27	202107 310-51300-42000	POSTAGE	*	4.59	
		7/01/21 27	202107 310-51300-42500	COPIES	*	6.90	
				GOVERNMENTAL MANAGEMENT SERVICES			3,447.60 000102
7/27/21	00022	6/30/21 00039323	202106 310-51300-48000	NOT OF BOARD MTG JUNE 21	*	229.21	
				LOCALIQ			229.21 000103

TOTAL FOR BANK A 73,666.51

TOTAL FOR REGISTER 73,666.51

EDEN EDEN HILLS KCOSTA

SECTION 2

Eden Hills
Community Development District

Unaudited Financial Reporting
June 30, 2021



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5	<u>Capital Projects Fund - Series 2020</u>
6	<u>Month to Month</u>
7	<u>Long Term Debt Report</u>

Eden Hills
Community Development District
Combined Balance Sheet
June 30, 2021

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
<u>Cash</u>				
Operating Account	\$ 19,289	\$ -	\$ -	\$ 19,289
<u>Series 2020</u>				
Reserve	\$ -	\$ 172,075	\$ -	\$ 172,075
Revenue	\$ -	\$ 7	\$ -	\$ 7
Interest	\$ -	\$ 900	\$ -	\$ 900
Construction	\$ -	\$ -	\$ 0	\$ 0
Due from General Fund	\$ -	\$ -	\$ 1,000	\$ 1,000
Total Assets	\$ 19,289	\$ 172,981	\$ 1,000	\$ 193,271
Liabilities:				
Accounts Payable	\$ 7,155	\$ -	\$ -	\$ 7,155
Retainage Payable	\$ -	\$ -	\$ 40,475	\$ 40,475
Due to Capital Projects	\$ 1,000	\$ -	\$ -	\$ 1,000
Total Liabilities	\$ 8,155	\$ -	\$ 40,475	\$ 48,630
Fund Balances:				
Unassigned	\$ 11,135	\$ -	\$ -	\$ 11,135
Restricted for Debt Service	\$ -	\$ 172,981	\$ -	\$ 172,981
Assigned for Capital Projects	\$ -	\$ -	\$ (39,475)	\$ (39,475)
Total Fund Balances	\$ 11,135	\$ 172,981	\$ (39,475)	\$ 144,641
Total Liabilities & Fund Balance	\$ 19,289	\$ 172,981	\$ 1,000	\$ 193,271

Eden Hills
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/21	Thru 06/30/21	Variance
<u>Revenues</u>				
Developer Contributions	\$ 184,965	\$ 60,000	\$ 60,000	\$ -
Boundary Amendment Contributions	\$ -	\$ -	\$ 7,934	\$ 7,934
Total Revenues	\$ 184,965	\$ 60,000	\$ 67,934	\$ 7,934
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 9,000	\$ 3,600	\$ 5,400
Engineering	\$ 20,000	\$ 15,000	\$ -	\$ 15,000
Attorney	\$ 25,000	\$ 18,750	\$ 9,572	\$ 9,178
Annual Audit	\$ 3,000	\$ 3,000	\$ 2,875	\$ 125
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -
Arbitrage	\$ 650	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ 3,750	\$ 2,500	\$ 1,250
Trustee Fees	\$ 3,550	\$ -	\$ -	\$ -
Management Fees	\$ 35,000	\$ 26,250	\$ 26,250	\$ (0)
Information Technology	\$ 2,350	\$ 1,763	\$ 900	\$ 863
Telephone	\$ 250	\$ 188	\$ 7	\$ 181
Postage & Delivery	\$ 850	\$ 638	\$ 47	\$ 591
Insurance	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Printing & Binding	\$ 1,000	\$ 750	\$ 23	\$ 727
Legal Advertising	\$ 10,000	\$ 7,500	\$ 3,162	\$ 4,338
Other Current Charges	\$ 1,000	\$ 750	\$ 934	\$ (184)
Boundary Amendment Expenses	\$ -	\$ -	\$ 12,182	\$ (12,182)
Office Supplies	\$ 500	\$ 375	\$ 14	\$ 361
Travel Per Diem	\$ 550	\$ 413	\$ -	\$ 413
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 130,875	\$ 93,300	\$ 67,240	\$ 26,060

Eden Hills

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/21	Thru 06/30/21	Variance
<u>Operations and Maintenance Expenses</u>				
Field Services				
Property Insurance	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
Field Management	\$ 10,000	\$ 6,250	\$ -	\$ 6,250
Landscape Maintenance	\$ 18,640	\$ 11,650	\$ -	\$ 11,650
Landscape Replacement	\$ 2,000	\$ 1,250	\$ -	\$ 1,250
Streetlights	\$ 8,400	\$ 5,250	\$ -	\$ 5,250
Electric	\$ 1,500	\$ 938	\$ -	\$ 938
Water & Sewer	\$ 700	\$ 438	\$ -	\$ 438
Sidewalk & Asphalt Maintenance	\$ 350	\$ 219	\$ -	\$ 219
Irrigation Repairs	\$ 2,000	\$ 1,250	\$ -	\$ 1,250
General Repairs & Maintenance	\$ 3,500	\$ 2,188	\$ -	\$ 2,188
Contingency	\$ 2,000	\$ 1,250	\$ -	\$ 1,250
Total Operations and Maintenance Expenses	\$ 54,090	\$ 35,681	\$ -	\$ 35,681
Total Expenditures	\$ 184,965	\$ 128,981	\$ 67,240	\$ 61,742
Excess Revenues (Expenditures)	\$ -		\$ 695	
Fund Balance - Beginning	\$ -		\$ 10,440	
Fund Balance - Ending	\$ -		\$ 11,135	

Eden Hills
Community Development District
Debt Service Fund - Series 2020
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/21	Thru 06/30/21	Variance
Revenues				
Interest	\$ -	\$ -	\$ 7	\$ 7
Total Revenues	\$ -	\$ -	\$ 7	\$ 7
Expenditures:				
Interest - 5/1	\$ -	\$ -	\$ 49,946	\$ (49,946)
Total Expenditures	\$ -	\$ -	\$ 49,946	\$ (49,946)
Other Financing Sources/(Uses)				
Transfer In/Out	\$ -	\$ -	\$ 900	\$ 900
Bond Proceeds	\$ -	\$ -	\$ 222,021	\$ 222,021
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 222,920	\$ 222,920
Excess Revenues (Expenditures)	\$ -		\$ 172,981	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ 172,981	

Eden Hills
Community Development District
Capital Projects Fund - Series 2020
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/21	Thru 06/30/21	Variance
Revenues				
Developer Contributions	\$ -	\$ -	\$ 378,987	\$ 378,987
Interest	\$ -	\$ -	\$ 20	\$ 20
Total Revenues	\$ -	\$ -	\$379,006	\$ 379,006
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 2,109,284	\$ (2,109,284)
Capital Outlay - Cost of Issuance	\$ -	\$ -	\$ 262,276	\$ (262,276)
Total Expenditures	\$ -	\$ -	\$ 2,371,559	\$ (2,371,559)
Other Financing Sources/(Uses)				
Transfer In/Out	\$ -	\$ -	\$ (900)	\$ (900)
Bond Proceeds	\$ -	\$ -	\$ 2,727,979	\$ 2,727,979
Bond Premium	\$ -	\$ -	\$ 9,121	\$ 9,121
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 2,736,201	\$ 2,736,201
Excess Revenues (Expenditures)	\$ -		\$ 743,648	
Fund Balance - Beginning	\$ -		\$ (783,123)	
Fund Balance - Ending	\$ -		\$ (39,475)	

Eden Hills
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Revenues													
Developer Contributions	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	60,000
Boundary Amendment Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,934	\$ -	\$ -	\$ -	\$ -	\$ -	7,934
Total Revenues	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 27,934	\$ -	\$ -	\$ -	\$ -	\$ -	67,934
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ 800	\$ -	\$ 600	\$ -	\$ 600	\$ -	\$ 600	\$ 1,000	\$ -	\$ -	\$ -	3,600
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Attorney	\$ 266	\$ 2,560	\$ 1,300	\$ 2,406	\$ 1,185	\$ 393	\$ 160	\$ 1,303	\$ -	\$ -	\$ -	\$ -	9,572
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,875	\$ -	\$ -	\$ -	2,875
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dissemination	\$ -	\$ -	\$ -	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ -	2,500
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Management Fees	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ -	\$ -	\$ -	26,250
Information Technology	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	900
Telephone	\$ 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7
Postage & Delivery	\$ 2	\$ 1	\$ 1	\$ 1	\$ -	\$ 7	\$ -	\$ 3	\$ 32	\$ -	\$ -	\$ -	47
Insurance	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,000
Printing & Binding	\$ -	\$ -	\$ 3	\$ 5	\$ 9	\$ -	\$ 4	\$ -	\$ 3	\$ -	\$ -	\$ -	23
Legal Advertising	\$ -	\$ 810	\$ -	\$ 485	\$ -	\$ 1,198	\$ -	\$ 440	\$ 229	\$ -	\$ -	\$ -	3,162
Other Current Charges	\$ -	\$ 265	\$ 120	\$ 120	\$ 120	\$ 120	\$ 120	\$ 30	\$ 38	\$ -	\$ -	\$ -	934
Boundary Amendment Expenses	\$ -	\$ -	\$ 163	\$ 4,162	\$ 2,725	\$ 2,385	\$ 2,747	\$ -	\$ -	\$ -	\$ -	\$ -	12,182
Office Supplies	\$ 0	\$ 0	\$ 3	\$ 3	\$ 3	\$ 0	\$ 3	\$ 0	\$ 3	\$ -	\$ -	\$ -	14
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
Total General & Administrative:	\$ 8,466	\$ 7,452	\$ 4,606	\$ 11,213	\$ 7,475	\$ 8,137	\$ 6,467	\$ 5,809	\$ 7,614	\$ -	\$ -	\$ -	67,240
Operations and Maintenance Expenses													
Field Services													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Field Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Expenditures	\$ 8,466	\$ 7,452	\$ 4,606	\$ 11,213	\$ 7,475	\$ 8,137	\$ 6,467	\$ 5,809	\$ 7,614	\$ -	\$ -	\$ -	67,240
Excess Revenues (Expenditures)	\$ 11,534	\$ (7,452)	\$ (4,606)	\$ (11,213)	\$ 12,525	\$ (8,137)	\$ 21,468	\$ (5,809)	\$ (7,614)	\$ -	\$ -	\$ -	695

Eden Hills
Community Development District
Long Term Debt Report

SERIES 2020, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATE:	2.750%, 3.300%, 3.850%, 4.125%	
MATURITY DATE:	5/1/2051	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$172,075	
RESERVE FUND BALANCE	\$172,075	
BONDS OUTSTANDING - 11/24/20		\$2,950,000
CURRENT BONDS OUTSTANDING		\$2,950,000

SECTION 3

EXHIBIT C

FORMS OF REQUISITIONS

EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2020 (Acquisition and Construction)

The undersigned, a Responsible Officer of the Eden Hills Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2020 as supplemented by that certain First Supplemental Trust Indenture dated as of November 1, 2020 (collectively, the "Series 2020 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2020 Indenture):

- (A) Requisition Number: 39
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement: Forterra
- (D) Amount Payable: \$49,943.88
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice #'s 11786978, 11786979 & 11787241 - Construction Materials
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

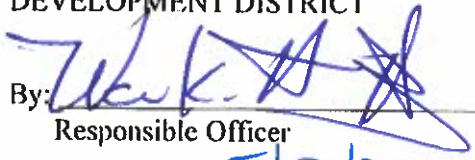
- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against Series 2020 Acquisition and Construction Account; and
- 3. each disbursement set forth above was incurred in connection with the Costs of the Series 2020 Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

EDEN HILLS COMMUNITY
DEVELOPMENT DISTRICT


By: 
Responsible Officer

Date: 5/13/21

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2020 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Series 2020 Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Series 2020 Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

Forterra
Req 39
4994388


Consulting Engineer

Date: 5-12-21

EXHIBIT C

FORMS OF REQUISITIONS

EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2020 (Acquisition and Construction)

The undersigned, a Responsible Officer of the Eden Hills Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2020 as supplemented by that certain First Supplemental Trust Indenture dated as of November 1, 2020 (collectively, the "Series 2020 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2020 Indenture):

- (A) Requisition Number: 40
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement: Tucker Paving
- (D) Amount Payable: \$75,704.18 (Remaining Funds)
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Pay Application # 8 for services thru 4/25/21
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against Series 2020 Acquisition and Construction Account; and
- 3. each disbursement set forth above was incurred in connection with the Costs of the Series 2020 Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

EDEN HILLS COMMUNITY
DEVELOPMENT DISTRICT

By: [Signature]
Responsible Officer

Date: 5/13/21

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2020 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Series 2020 Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Series 2020 Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

Tucker Paving

[Signature]
Consulting Engineer

Req 40
B 75,764.18

Date: 5-12-21

SECTION 4

Eden Hills
Community Development District

FY21 Funding Request #1
May 10, 2021

Bill To: Highland Sumner

Payee

Series 2020 Capital Projects


1	Tucker Paving Inc		
	Pay Application #8 for services thru 4/25/21 (Partial Payment)	\$	350,380.70

Total: \$ 350,380.70

Please make check payable to:

Eden Hills Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the Series 2020 project which have not previously been paid.


Responsible Officer

Eden Hills
Community Development District

FY21 Funding Request #3
June 3, 2021

Bill To: Highland Sumner

Payee

Series 2020 Capital Projects

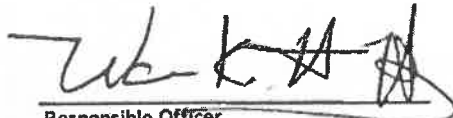
1	Highland Sumner Invoice #938 - Construction Management from 5/1/21-5/15/21	\$	3,000.00
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Total: \$ 3,000.00

Please make check payable to:

Eden Hills Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the Series 2020 project which have not previously been paid.


Responsible Officer

**Eden Hills
Community Development District**

**FY21 Funding Request #4
June 14, 2021**

Bill To: Highland Sumner

Payee		Series 2020 Capital Projects	
1	Wood & Associates Engineering LLC		
	Invoice # 1095 - Phase 1 Plat from 3/3/21 - 6/6/21	\$	4,800.00
	Invoice # 1097 - Berry Case Road Site from 3/23/21 - 6/6/21	\$	2,000.00
	Invoice # 1093 - Berry Case Road Site from 3/23/21 - 6/6/21	\$	10,644.00
2	Leading Edge Land Services Inc		
	Invoice #0020527 - Phase 1 Engineer Services for May 2021	\$	3,090.00
	Bank Maintenance Fee	\$	1,000.00
		Total:	\$ 21,534.00

Please make check payable to:

Eden Hills Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the Series 2020 project which have not previously been paid.


Responsible Officer

Eden Hills
Community Development District

FY21 Funding Request #5
July 1, 2021

Bill To: Highland Sumner

Payee	Series 2020 Capital Projects
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1	Danielle Fence Invoice # 69037 - Remaining Balnce of PVC Fence installed	\$	24,236.45
2	Wood & Associates Engineering LLC Invoice # 1177 - Water Clearance Review Fee	\$	75.00
3	Stewart & Associates Property Service Inc Invoice # 11182 - Pay Application # 1	\$	38,500.00

Total:	\$	62,811.45
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Please make check payable to:

Eden Hills Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the Series 2020 project which have not previously been paid.


Responsible Officer