Eden Hills Community Development District

Meeting Agenda

February 15, 2023

AGENDA

Eden Hills

Community Development District

219 E. Livingston St., Orlando, Florida 32801 Phone: 407-841-5524 - Fax: 407-839-1526

February 8, 2023

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 on Wednesday, February 15, 2023 from 4:00 PM to 6:00 PM at the Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, FL 33850.

Zoom Video Join Link: https://us06web.zoom.us/j/88240341487

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

Meeting ID: 882 4034 1487

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. Organizational Matters
 - A. Acceptance of Resignations from Matthew Cassidy and Lauren Schwenk
 - B. Appointments to Fill the Vacant Board Seats
 - C. Administration of Oaths to Newly Appointed Supervisors
 - D. Consideration of Resolution 2023-01 Electing Officers
- 4. Approval of Minutes of the August 10, 2022 Board of Supervisors Meeting
- 5. Presentation and Consideration of Amended & Restated Supplemental Assessment Methodology for Phase 2
- 6. Consideration of Resolution 2023-02 Setting a Public Hearing on the Adoption of Amenity Policies and Rates for the District
- 7. Consideration of Fiscal Year 2023 Budget Deficit Funding Agreement
- 8. Approval of Quote for Pool Furniture at Amenity

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¹ Comments will be limited to three (3) minutes

- 9. Ratification of Equipment Lease/Purchase Agreement for Playground Equipment and Pool Furniture
- Ratification of Engagement Letter for Fiscal Year 2022 Audit Services with Berger, Toombs,
 Elam, Gaines & Frank
- 11. Ratification of Contract Agreement with Polk County Property Appraiser
- 12. Ratification of 2023 Data Sharing & Usage Agreement
- 13. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Consideration of Proposal for Mulch Refresh from FloraLawn
 - ii. Consideration of Proposal for Solar Lighting at Mailboxes
 - iii. Consideration of Proposals for Hog Trapping
 - a) Commando Pest Control & Trappers
 - b) Swine Solutions
 - iv. Consideration of Proposal for Landscape Maintenance Addendum from FloraLawn for Selected Areas of Phase 2
 - D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statements
 - a) September 2022
 - b) November 2022
 - c) December 2022
 - iii. Ratification of:
 - a) Summary of Series 2022A Requisitions #38 to #53
 - b) Series 2022B Requisitions #1 to #5
- 14. Other Business
- 15. Supervisors Requests and Audience Comments
- 16. Adjournment



SECTION A

Good Morning,

I, Matthew Cassidy, am resigning from the Eden Hills CDD Board of Supervisors, effective immediately.

Thank you

Please let this notice serve as my request to step down from the Eden Hills CDD board.

Thank you,

LAUREN O. SCHWENK

SECTION D

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT, PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the Board of Supervisors ("**Board**"), shall organize by electing one of its members as Chairperson and by electing a Secretary, and such other officers as the Board may deem necessary.

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

1.	DISTRICT	OFFICERS	The District office	cers are as follows:
				_ is appointed Chairperson.
	_			_ is appointed Vice-Chairperson.
			Jill Burns	is appointed Secretary.
				_ is appointed Assistant Secretary.
				_ is appointed Assistant Secretary.
				_ is appointed Assistant Secretary.
			George Flint	is appointed Assistant Secretary.
2. repealed to 3. adoption.	the extent of su	ch conflict		of Resolutions in conflict herewith are hereby shall become effective immediately upon its
PAS	SSED AND ADO	PTED this 1	5 th day of February	2023
ATTEST:				EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
Secretary/A	ssistant Secreta	ıry		Chairperson, Board of Supervisors

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 Wednesday, **August 10, 2022** at 5:05 p.m. at the Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, Florida.

Present and constituting a quorum:

Rennie Heath Chairman

Matthew Cassidy
Jessica Kowalski
Assistant Secretary
Eric Lavoie
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns District Manager, GMS

Lauren Gentry
Grace Kobitter
District Counsel, KE Law Group
District Counsel, KE Law Group
District Engineer, Dewberry
Molly Banfield via Zoom
District Engineer, Dewberry
District Engineer, Dewberry
Field Manager, GMS

FIRST ORDER OF BUSINESS Roll Call

Ms. Burns called the meeting to order and called the roll. Four Supervisors were present constituting a quorum.

SECOND ORDER OF BUSNESS Public Comment Period

There were no members of the public to provide comments.

THIRD ORDER OF BUSINESS Organizational Matters

A. Acceptance of Resignation from Justin Frye

Ms. Burns stated that they received a letter of resignation from Justin Frye.

On MOTION by Mr. Heath, seconded by Mr. Cassidy, with all in favor, Accepting the Letter of Resignation from Justin Frye, was approved.

B. Appointment to Fill the Vacant Board Seat

Ms. Burns stated that there was a vacant seat on the Board. There was a motion to appoint Eric Lavoie to the Board of Supervisors.

On MOTION by Mr. Heath, seconded by Mr. Cassidy, with all in favor, Appointing Eric Lavoie to the Board of Supervisors, was approved.

C. Administration of Oath to Newly Appointed Supervisor

Ms. Burns swore in Eric Lavoie as the newly appointed Supervisor.

D. Consideration of Resolution 2022-09 Appointing Assistant Secretary

Ms. Burns stated that this resolution would appoint Eric Lavoie as an Assistant Secretary.

On MOTION by Ms. Kowalski, seconded by Mr. Cassidy, with all in favor, Resolution 2022-09 Appointing Eric Lavoie as Assistant Secretary, was approved.

FOURTH ORDER OF BUSINESS

Approval of the Minutes of the May 11, 2022 Board of Supervisors Meeting

Ms. Burns presented the May 11, 2022 Board of Supervisors meeting minutes and asked for any comments, changes, or corrections. The Board had no changes to the minutes.

On MOTION by Mr. Cassidy, seconded by Ms. Kowalski, with all in favor, the Minutes of the May 11, 2022 Board of Supervisors Meeting, were approved.

FIFTH ORDER OF BUSINESS

Public Hearings

A. Public Hearing on the Adoption of the Fiscal Year 2023 Budget

Ms. Burns stated that this public hearing was advertised in the paper. She asked for a motion to open the public hearing.

^{*}Rennie Heath left the meeting at this time.

On MOTION by Mr. Cassidy, seconded by Ms. Kowalski, with all in favor, Opening the Public Hearing, was approved.

i. Consideration of Resolution 2022-10 Adopting the District's Fiscal Year 2023 Budget and Appropriating Funds

Ms. Burns stated that Resolution 2022-10 was included in the agenda package for review. She noted that there were not a lot of changes since the Board saw it at the previous meeting when they approved a preliminary budget. She noted that it was going to be \$750 net per unit still. The platted lots did not increase. She noted that they did add additional platted lots. Phase 1 that was platted last year is still at \$750, but they will have a hearing because Phase 2A and 2B are now receiving assessments where they were under a funding agreement previously. She asked for any questions on the line items. She noted that they had increased amenity expenses based on the timeline of when they anticipated opening and that they updated the field expenses with actuals for contracts that were in place. She noted that there were no members of the public present at this time.

On MOTION by Mr. Cassidy, seconded by Ms. Kowalski, with all in favor, Closing the Public Hearing, was approved.

On MOTION by Mr. Cassidy, seconded by Ms. Kowalski, with all in favor, Resolution 2022-10 Adopting the District's Fiscal Year 2023 Budget and Appropriating Funds, was approved.

B. Public Hearing on the Imposition of Operations and Maintenance Special Assessments

Ms. Burns stated that this public hearing was advertised in the paper, and they sent a mailed notice to all landowners within the areas where there was a first-time levy on the O&M assessments.

On MOTION by Mr. Cassidy, seconded by Ms. Kowalski, with all in favor, Opening the Public Hearing, was approved.

i. Consideration of Resolution 2022-11 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Burns explained that Resolution 2022-11 was included in the agenda package for review. She noted that a copy of the tax bill was included with the O&M amount based on the budget that the Board just approved as well as the debt assessments that were listed by the phases.

On MOTION by Mr. Cassidy, seconded by Ms. Kowalski, with all in favor, Resolution 2022-11 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

On MOTION by Mr. Cassidy, seconded by Ms. Kowalski, with all in favor, Closing the Public Hearing, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2022-12 Designation of a Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2023

Ms. Burns stated that the schedule in the agenda package was going to stay the same. It would be the second Wednesday of every month at 5:00 p.m. in that current location.

On MOTION by Mr. Cassidy, seconded by Ms. Kowalski, with all in favor, Resolution 2022-12 Designating the Regular Monthly Meeting to the Second Wednesday of Every Month at 5:00 p.m. in the Current Location, was approved.

SEVENTH ORDER OF BUSINESS

Presentation of Fiscal Year 2021 Audit Report

Ms. Burns stated that page 31 of the agenda package started the summary to management, and it was considered a clean audit, no instances of noncompliance, no findings, and the District did not meet any of the conditions for financial emergency. She noted that the report had been submitted to the state.

On MOTION by Mr. Cassidy, seconded by Ms. Kowalski, with all in favor, Accepting the Fiscal Year 2021 Audit Report, was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Roadway Right-of-Way Landscape and Sign Maintenance Interlocal Agreement with the City of Lake Alfred – ADDED

Ms. Burns stated that this was added to the agenda package for review. She noted that this would allow the District to maintain landscaping and signage in the right-of-way. Ms. Gentry stated that this would be the approval in substantial form because they still haven't heard back from the city on their feedback.

On MOTION by Mr. Cassidy, seconded by Ms. Kowalski, with all in favor, Accepting in Substantial Form the Roadway Right-of-Way Landscape and Sign Maintenance Interlocal Agreement with the City of Lake Alfred and Authorizing the Chair to Sign, was approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Gentry had nothing further to report. She introduced Grace Kobitter to the Board.

B. Engineer

i. Ratification of Stormwater Management Analysis Report

Mr. Malave stated that this report was submitted to the county.

On MOTION by Mr. Cassidy, seconded by Ms. Kowalski, with all in favor, the Stormwater Management Analysis Report, was ratified.

C. Field Manager's Report

Mr. Tindall reviewed the Field Manager's Report for the Board. The report was included in the agenda package. Some of the items discussed by Mr. Tindall were the completed items which included the monitoring mows and site with the landscaper, cleaned up the unsodden area by the mailboxes. He also reviewed the in-progress items of the Field Manager's Report, which included following up and waiting on estimates to come in for the RFP that was sent out and filling in the sod gaps in Phase 1. Some of the side items that Mr. Tindall reviewed included monitoring the sod gaps and the old silt fence in Phase 1. He also reviewed the side items in Phase 2 which included monitoring the site progression, tracts that may be ready for temporary maintenance, and

5

the conversation to get a map for Phase 2 tracts when they are ready to be added to the maintenance contract.

D. District Manager's Report

i. Approval of the Check Register

Ms. Burns stated that the check register was included in the Board's agenda package and totaled \$23,430.91. She offered to answer any questions the Board had.

On MOTION by Mr. Cassidy, seconded by Ms. Kowalski, with all in favor, the Check Register, was approved.

ii. Balance Sheet and Income Statement

Ms. Burns stated that financials were included in the package for review and were through June 30, 2022. She noted that there was no action needed by the Board. The Board had no questions.

iii. Ratification of:

- a) Summary of Series 2022A Requisitions #19 to #37
- b) Summary of Fiscal Year 2022 Capital Projects Funding Requests #1 to #17

Ms. Burns stated that the Series 2022A Requisitions #19 to #37 had already been approved and it just needed to be ratified by the Board. She stated that the summary of Fiscal Year 2022 Capital Projects Funding Requests #1 to #17 had already been approved and it just needed to be ratified as well.

On MOTION by Mr. Cassidy, seconded by Ms. Kowalski, with all in favor, the Summary of Series 2022A Requisition #19 to #37 and the Summary of Fiscal Year 2022 Capital Projects Funding Requests #1 to #17, were ratified.

TENTH ORDER OF BUSINESS Other Business

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS Supervisors Requests and Audience Comments

There being none, the next item followed.

ment
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Ms. Burns adjourned the meeting.

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

Secretary/Assistant Secretary Chairman/Vice Chairman

SECTION V

AMENDED & RESTATED SUPPLEMENTAL ASSESSMENT METHODOLOGY

FOR

EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT FOR PHASE 2

Date: October 28, 2022

Prepared by

Governmental Management Services - Central Florida, LLC 219 East Livingston St. Orlando, FL 32801

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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 has issued \$10,465,000 of tax exempt bonds in one or more series (the "Bonds") for the purpose of financing certain infrastructure improvements for Phase 2 ("Phase 2 Capital Improvement Plan") within Phase 2 of the District more specifically described as Phase 2A and Phase 2B in Exhibit 7 in the 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 Phase 2 Capital Improvements or Phase 2 Capital Improvement Plan ("Capital Improvements") that benefit property owners within Phase 2 the District.

1.1 Purpose

This Supplemental Assessment Methodology (the "Supplemental Report") which supplements the certain Amended and Restated Master Assessment Report dated August 11, 2021 (the "Master Report") and together with the Supplemental Report (the "Assessment Report") provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within Phase 2 of District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the Capital Improvements. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes, with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments ("Special Assessments") on the benefited lands within Phase 2 of the District based on this Assessment Report. It is anticipated that all of the proposed Special Assessments will be collected through the Uniform Method of Collection described in Section 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner's association, or any other unit of government.

1.2 Background

The District currently includes approximately 396.65 acres in the City of Lake Alfred within Polk County, Florida. Phase 2 comprises approximately 194 acres. The development program for Phase 2 of the District currently envisions approximately 470 residential units. The proposed development program is depicted in Table 1. It is recognized that such development plan may change, and this Assessment Report will be modified or supplemented accordingly.

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

The assessment methodology is a four-step process.

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

1.3 Special Benefits and General Benefits

The Phase 2 Capital Improvements undertaken by the District create special and peculiar benefits to the property in Phase 2, different in kind and degree, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within Phase 2 of the District. The implementation of the Phase 2 Capital Improvement Plan enables properties within the boundaries of Phase 2 of the District to be developed. Without the District's Phase 2 Capital Improvement Plan, there would be no infrastructure to support development of land within the Phase 2 of the District. Without the Phase

2 Capital Improvements, development of the property within Phase 2 of the District would be prohibited by law.

The general public and property owners outside of Phase 2 of the District may benefit from the provision of the Phase 2 Capital Improvements. However, any such benefit will be incidental for the purpose of the Phase 2 Capital Improvement Plan, which is designed solely to meet the needs of property within Phase 2 of the District. Properties outside of Phase 2 of the District boundaries do not depend upon the District's Phase 2 Capital Improvements. The property owners within Phase 2 of the District are therefore receiving special benefits not received by the general public and those outside the Phase 2 District boundaries.

1.4 Requirements of a Valid Assessment Methodology

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

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

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

1.5 Special Benefits Will Equal or Exceed the Costs Allocated

The special benefits provided to the property within Phase 2 of the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Phase 2 Capital Improvement Plan that is necessary to support full development of property within Phase 2 of the District will cost approximately \$11,690,000. The District's Underwriter projects that financing costs required to fund a portion of the Phase 2 Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be \$10,465,000. Without the Phase 2 Capital Improvement Plan, the property within Phase 2 of the District would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District has issued \$10,465,000 in Bonds in one or more series to fund a portion of the District's Phase 2 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 \$10,465,000 in debt to the properties within Phase 2 of the District benefiting from the Phase 2 Capital Improvement Plan. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses and lot sizes in the development as identified by the Developer within Phase 2 of the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Phase 2 Capital Improvements needed to support the development; these construction costs are outlined in Table 2. The Phase 2 Capital Improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$11,690,000. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for a portion of the Capital Improvements and related costs was determined by the District's Underwriter to total \$10,465,000. Table 3 shows the breakdown of the Bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan for Phase 2 of the District is completed. Until the platting process occurs, the Phase 2 Capital Improvements funded by District Bonds benefits all lands within Phase 2 of the District.

The initial assessments will be levied on an equal basis to all gross acreage within Phase 2 of the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties within Phase 2 receiving the special benefits. At this point all of the lands within Phase 2 of the District are benefiting from the Phase 2 Capital Improvements.

Once platting or the recording of a declaration of condominium of any portion of the District into individual lots or units ("Assigned Properties") has begun, the Special Assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the

development plan will be completed and the debt relating to the Bonds will be allocated to the Assigned Properties within Phase 2 of the District, which are the beneficiaries of the Phase 2 Capital Improvement Plan, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

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

2.3 Allocation of Benefit

The Phase 2 Capital Improvement Plan consists of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features and professional fees along with related incidental costs. There is one product type within the planned development. The single-family home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the particular product type. It is important to note that the benefit derived from the Phase 2 Capital Improvements on a particular unit will exceed the cost that the unit will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed Phase 2 Capital Improvements will provide several types of systems, facilities and services that benefit the Phase 2 lands. These include offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. The benefit from the Phase 2 Capital Improvements accrue in differing amounts and are somewhat dependent on the product type receiving the special benefits peculiar to that property type, which flow from the logical relationship of the Phase 2 Capital Improvements to the assigned properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the Phase 2 Capital Improvements actually provided.

For the provision of the Phase 2 Capital Improvement Plan, the special and peculiar benefits are:

1) the added use of the property,

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

These special and peculiar benefits are real and ascertainable but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual Special Assessment levied for the Phase 2 Capital Improvement as allocated.

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

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Phase 2 Capital Improvement Plan is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). This is also shown on Table 7 depicting Allocation of Par Debt per Product Type.

The determination has been made that the debt necessary to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of Phase 2 Capital Improvements have been apportioned to the property within the Phase 2 of District according to reasonable estimates of the special and peculiar benefits provided consistent with the product type of assignable properties.

Accordingly, no acre or parcel of property within the boundaries of Phase 2 of the District will have a lien for the payment of any Special Assessment more than the determined special benefit particular to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated assigned properties are built and sold as planned, and the entire proposed Phase 2 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 then the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding Bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

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

4.0 Assessment Roll

The District will initially distribute the Special Assessments across the property of Phase 2 within the District boundaries on a gross acreage basis. As Assigned Properties become known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan or product type changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are not finalized with certainty on any acre of land in the District prior to the time final Assigned Properties become known. The preliminary assessment roll is attached as Table 7.

TABLE 1
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR PHASE 2

	Total Assessible	2		
Land Use	Units	ERUs per Unit (1)	Total ERUs	
Single Family - Phase 2A - 1	233	1.00	233	
Single Family - Phase 2A - 2	167	1.00	167	
Single Family - Phase 2B	70	1.00	70	
Total Units	470		470	

⁽¹⁾ Benefit is allocated on an ERU basis; based on density of planned development, with Single Family = 1 ERU

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

TABLE 2 EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT PLAN COST ESTIMATES SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR PHASE 2

Capital Improvement Plan ("CIP") (1)	Cost Estimate			
Offsite Improvements - CR 557 Offsite Improvements - Old Lake Alfred Rd, Cass Rd, Adams Barn Rd Stormwater Management Utilities (Water, Sewer, & Street Lighting) Roadway Entry Feature Parks and Amenities Contingencies	\$\$\$\$\$\$\$\$	170,000 140,000 2,370,000 5,065,000 2,010,000 365,000 510,000 1,060,000		
	\$	11,690,000		

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

TABLE 3
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR PHASE 2

Underwriters Discount

Description	Total				
Construction Funds - 2A	\$ 7,861,060				
Construction Funds - 2B	\$ 1,330,354				
Debt Service Reserve	\$ 604,294				
Capitalized Interest	\$ 263,518				
Underwriters Discount	\$ 209,300				
Cost of Issuance	\$ 196,475				
Par Amount	\$ 10,465,000				
Bond Assumptions:					
Average Coupon	4.05%				
Amortization	30 years				
Capitalized Interest	4 months				
Debt Service Reserve	Max Annual				

2%

TABLE 4
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF IMPROVEMENT COSTS
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR PHASE 2

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs		Improvements Per Product Type	Improvement Costs Per Unit		
Single Family - Phase 2A - 1	233	1	233	49.57%	¢	5,795,255	¢	24,872	
Single Family - Phase 2A - 2	167	1	255 167	35.53%	\$ \$	4,153,681	\$	24,872	
Single Family - Phase 2B	70	1	70	14.89%	\$	1,741,064	\$	24,872	
Totals	470		470	100.00%	\$	11,690,000			

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

TABLE 5
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR PHASE 2

Land Use	No. of Units *	Total Improvements Costs Per Product * Type		Per Product Type- Before Developer Contribution			Developer Contribution**	Debt Per Product Type- Before Developer			Par Debt Per Unit - After Developer Contribution	
Single Family - Phase 2A - 1	233	\$	5,795,255	\$	5,448,234	\$	(3,136)	\$	5,445,098	\$	23,370	
Single Family - Phase 2A - 2	167	\$	4,153,681	\$	3,904,957	\$	(399,746)	\$	3,505,211	\$	20,989	
Single Family - Phase 2B	70	\$	1,741,064	\$	1,636,809	\$	(122,118)	\$	1,514,691	\$	21,638	
Totals	470	\$	11,690,000	\$	10,990,000	\$	(525,000)	\$	10,465,000			

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

^{**} In order for debt service assessment levels to be consistent with market conditions, developer contributions are recognized.

Based on the product type and number of units anticipated to absorb the Bond Principal, it is estimated that the CDD will recognize a developer contribution equal to \$525,000 in eligible infrastructure.

TABLE 6
EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR PHASE 2

Land Use	No. of Units *	 ocation of Par ot Per Product Type	 l Par Debt er Unit	Maximum nnual Debt Service	Ass	t Annual Debt essment er Unit	Ass	ss Annual Debt essment Unit (1)
Single Family - Phase 2A - 1	233	\$ 5,445,098	\$ 23,370	\$ 314,550	\$	1,350	\$	1,452
Single Family - Phase 2A - 2	167	\$ 3,505,211	\$ 20,989	\$ 202,488	\$	1,213	\$	1,304
Single Family - Phase 2B	70	\$ 1,514,691	\$ 21,638	\$ 87,500	\$	1,250	\$	1,344
Totals	470	\$ 10,465,000		\$ 604,538				

⁽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
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR PHASE 2

			 al Par Debt cation Per	To	otal Par Debt		Annual Debt ssessment		oss Annual Assessment
Owner	Property ID #'s	Acres	Acre		Allocated	Allocation		Allocation (1)	
JMBI Development, LLC	262719-000000-022010	145.55	\$ 53,954	\$	7,853,066	\$	453,470	\$	487,602
Eden Hills Addition 2 LLC	262729-000000-033010	25.74	\$ 53,954	\$	1,388,787	\$	80,194	\$	86,231
JMBI Development, LLC	262720-000000-044010	22.67	\$ 53,954	\$	1,223,147	\$	70,630	\$	75,946
Totals		193.96		\$	10,465,000	\$	604,294	\$	649,778

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

Annual Assessment Periods	30
Average Coupon Rate (%)	4.05%
Maximum Annual Debt Service	\$ 604,294

SECTION VI

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZE PUBLICATION OF NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES, RATES, FEES AND CHARGES OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District's Board of Supervisors ("**Board**") is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*, and to authorize user charges or fees; and

WHEREAS, the Board finds it is in the District's best interests to set a public hearing to adopt the rules, rates, fees and charges set forth in **Exhibit A**, which relate to the District's amenity facilities.

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

SECTION 1. A Public Hearing will be held to adopt rates, fees and charges of the District on Wednesday, April 12, 2023 at 5:00 PM at the Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, FL 33850.

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

SECTION 3. This Resolution shall become effective immediately upon its

adoption. PASSED AND ADOPTED this 15th day of February, 2023.

ATTEST:	EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT
Secretary	Chairman, Board of Supervisors

EXHIBIT A

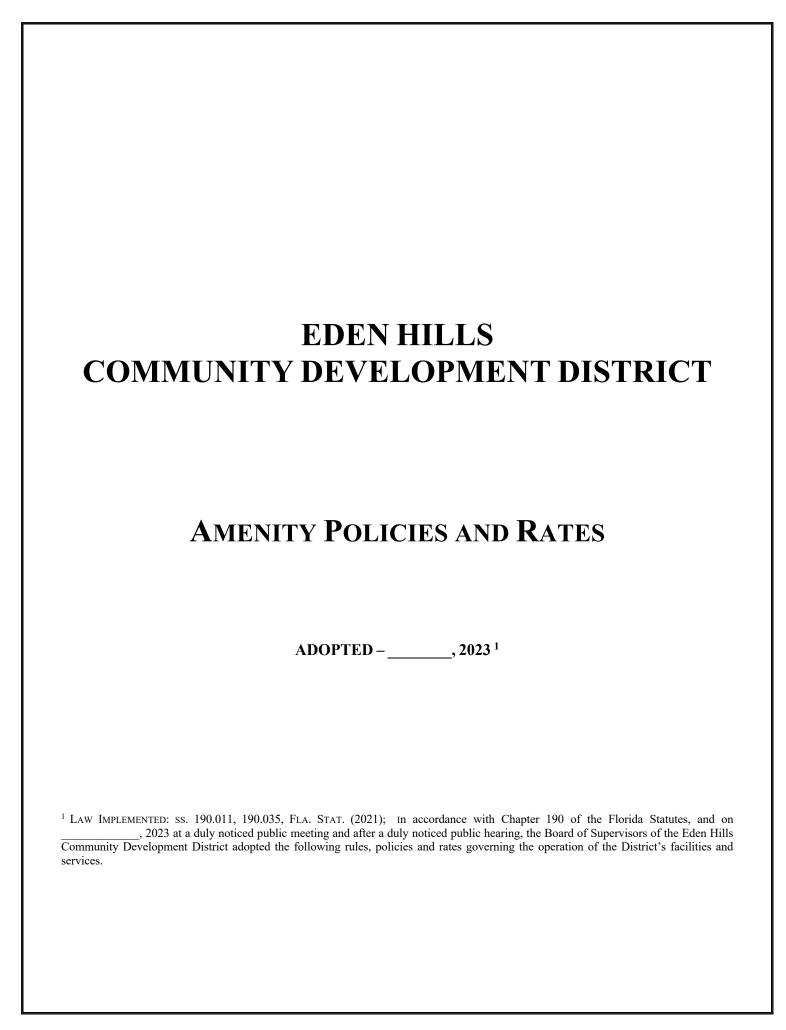


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DEFINITIONS

- "Amenities" or "Amenity Facilities"— shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to swimming pool, pool deck, dog park, walking trails, parks, tot lot, and playground, together with their appurtenant facilities and areas.
- "Amenity Policies" or "Policies" and "Amenity Rates" shall mean these Amenity Policies and Rates of the Eden Hills Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and will notify Patrons of any changes. Patrons may obtain the currently effective Policies from the District Manager's Office. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.
- "Amenity Manager" shall mean the District Manager or that person or firm so designated by the District's Board of Supervisors, including their employees.
- "Amenity Rates" shall mean those rates and fees established by the Board of Supervisors of the Eden Hills Community Development District as provided in Exhibit A attached hereto.
- "Access Card" shall mean an electronic Access Card issued by the District Manager to each Patron (as defined herein) to access the Amenity Facilities.
- **"Board of Supervisors" or "Board"** shall mean the Board of Supervisors of the Eden Hills Community Development District.
- "District" shall mean the Eden Hills Community Development District.
- "District Staff" shall mean the professional management company with which the District has contracted to provide management services to the District, the Amenity Manager, and District Counsel.
- "Guest" shall mean any person or persons, other than a Resident or Non-Resident Patron, who are expressly authorized by the District to use the Amenities, or invited for a specific visit by a Patron to use the Amenities.
- "Homeowners Association" or "HOA" or "POA" shall mean an entity or entities, including its/their employees and agents, which may have jurisdiction over lands located within the District, either now or in the future, which may exist to aid in the enforcement of deed restrictions and covenants applicable to lands within the District.
- "Household" shall mean a residential unit or a group of individuals residing within a Resident's home. *This does not include visiting friends, guests, relatives or extended family not permanently residing in the home.* Upon District's request, proof of residency for individuals over the age of eighteen (18) years may be required by driver's license or state or federal issued form of identification, including a signed affidavit of residency.
- "Lakes" or "Ponds" shall mean those water management and control facilities and waterways within the District, including but not limited stormwater management facilities, lakes and ponds.
- "Non-Resident" shall mean any person who does not own property within the District.
- "Non-Resident Patron" shall mean any person or Household not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.
- "Non-Resident User Fee" or "Annual User Fee" shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

"Patron" – shall mean Residents, Guests, Non-Resident Patrons and Renters.

"Renter" – shall mean a tenant, occupant or an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required.

"Resident" – shall mean any person or Household owning property within the District, or any Renter who has been approved for issuance of an Access Card.

The words "hereof," "herein," "hereto," "hereby," "hereinafter" and "hereunder" and variations thereof refer to the entire Amenity Policies and Rates.

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

AMENITIES ACCESS AND USAGE

- (1) General. Only Patrons have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies and execution of waivers and hold harmless agreements, if any.
- (2) Use at your Own Risk. All persons using the Amenities do so at their own risk and agree to abide by the Amenity Policies. The District shall assume no responsibility and shall not be liable in any incidents, accidents, personal injury or death, or damage to or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities.
- (3) Resident Access and Usage. Residents are permitted to access and use the Amenities in accordance with the policies and rules set forth herein, and are not responsible for paying the Annual Non-Resident User Fee set forth herein. In order to fund the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies maintenance special assessments payable by property owners within the District, in accordance with the District's annual budget and assessment resolutions adopted each fiscal year, and may additionally levy debt service assessments payable by property owners to repay debt used to finance public improvements. Residents shall not be entitled to a refund of any maintenance special assessments or debt service special assessments due to closure of the Amenities or suspension of that Resident's access privileges. Residents must complete the "Amenity Access Registration Form" prior to access or use of the Amenities, attached hereto as Exhibit B, and receive an Access Card.
- (4) Non-Resident Patron Access and Usage. A Non-Resident Patron must pay the Annual Non-Resident User Fee to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual Non-Resident User Fee shall be paid in full on the anniversary date of application. Annual Non-Resident User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual Non-Resident User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.
- Guest Access and Usage. Each Patron Household is entitled to bring four (4) persons as Guests to the Amenities at one time. District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron must always accompany its Guests during its Guests' use of the Amenities and are responsible for all actions, omissions and negligence of such Guests, including Guests' adherence to the Amenity Policies. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron's access and usage privileges. Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Patron Household's access and usage privileges.
- (6) Renter's Privileges. Residents who rent or lease residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial users of the Resident's privileges to use the Amenities, subject to requirements stated herein.

Resident shall provide a written notice to the District Manager designating and identifying the Renter who shall hold the beneficial usage rights, submitting with such notice the Renter's proof of residency (i.e., a copy of the lease agreement). Upon notice, Resident shall be required to pay any applicable fee before his or her Renter receives an Access Card. Renter's Access Card shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.

Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident, subject to all

Amenity Policies. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities. In other words, Renter's and Resident's cannot simultaneously hold Amenity privileges associated with that residential unit. Residents may retain their Amenities rights in lieu of granting them to their Renters.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedures established by the District. Residents are responsible for the deportment of their respective Renter, including the Renter's adherence to the Amenity Policies.

(7) Access Cards. Access Cards will be issued to each Household at the time they are closing upon property within the District, or upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. Proof of property ownership may be required annually. All Patrons must use their Access Card for entrance to the Amenities. A maximum of two (2) Access Cards will be issued per Household.

All Patrons must use their Access Cards for entrance to the Amenity Facilities. Each Household will be authorized two (2) initial Access Cards free of charge after which a fee shall be charged for each additional Access Card in accordance with the Amenity Rates then in effect.

Patrons must scan their Access Cards in the card reader to gain access to the Amenities. This Access Card system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities, and under no circumstances shall a Patron intentionally leave doors, gates, or other entrance barriers open to allow entry by non-Patrons

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen cards.

GENERAL AMENITY POLICIES

- (1) Hours of Operation. All hours of operation of the Amenities will be established and published by the District on its website and/or posted at the applicable Amenity facility. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Amenities. Unless otherwise posted on the website or at the applicable Amenity facility, all outdoor Amenities are open only from dawn until dusk. The specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances, are as published on the District's website and/or as posted at the applicable Amenity facility. No Patron is allowed in the service areas of the Amenities.
- **General Usage Guidelines.** The following guidelines supplement specific provisions of the Amenity Policies and are generally applicable and shall govern the access and use of the Amenities:
 - (a) Registration and Access Cards. Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card in their possession and available for inspection upon District Staff's request. Access Cards are only to be used by the Patron to whom they are issued. In the case of Guests, Guests must be accompanied by a Patron possessing a valid Access Card at all times.
 - **(b)** Attire. With the exception of the pool and wet areas where bathing suits are permitted, Patrons must be properly attired with shirts and shoes to use the Amenities for each facility's intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
 - **(c) Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
 - (d) Parking and Vehicles. Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, pond banks, roadsides, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District Staff. Off-road bikes/vehicles (including ATVs) and motorized scooters are prohibited on all property owned, maintained and operated by the District or at any of the Amenities within District unless they are owned by the District.
 - **(e) Fireworks/Flames.** Fireworks and open flames of any kind are not permitted anywhere on District-owned property or adjacent areas.
 - **Skateboards, Etc.** Bicycles, skateboards or rollerblades are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, pool area, open fields, dog park, trails, playground area and sidewalks surrounding these areas.
 - **(g) Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District-owned property.
 - (h) Firearms. Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
 - **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons are encouraged to notify District Staff if such items need repair, maintenance or cleaning.
 - (j) Littering. Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.

- **(k) Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property. No exceptions will be made.
- (I) Excessive Noise. Excessive noise that will disturb other Patrons is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.
- (m) Lost or Stolen Property. The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (n) Trespassing / Loitering. There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (o) Compliance with Laws and District Rules and Policies. All Patrons shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same. Failure to abide by any of the foregoing may be a basis for suspension or termination of the Patron's privileges to use or access the Amenities.
- (p) Courtesy. Patrons and all users shall treat all staff members and other Patrons and Guests with courtesy and respect. Disrespectful or abusive treatment of District Staff or District contractors may result in suspension or termination of Amenity access and usage privileges. If District Staff requests that a Patron leave the Amenity Facilities due to failure to comply with these rules and policies, or due to a threat to the health, safety, or welfare, failure to comply may result in immediate suspension or termination of Amenity access and usage privileges.
- (q) Profanity/Obscenity. Loud, profane, abusive, or obscene language or behavior is prohibited.
- **Emergencies.** In the event of an injury or other emergency, please contact 911 and alert District Staff immediately.
- (s) False Alarms. Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.
- (t) Outside Vendors/Commercial Activity. Outside vendors and commercial activity are prohibited on District property unless they are invited by the District as part of a District event or program or as authorized by the District in connection with a rental of the Amenity Facilities.
- (u) Organized Activities. Any organized activities taking place at the Amenity Center must first be approved by the District. This includes, but is not limited to, fitness instruction, special events, etc.

SMOKING, DRUGS AND ALCOHOL

Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping and electric and non-electronic devices, is prohibited anywhere inside the Amenity Facilities, including any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

Possession, use and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Amenities and on all other District owned property. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of "Service Animals" as defined by Florida law, trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, Amenity buildings (offices, social halls and fitness center), pools, various sport courts and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal only under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

SWIMMING POOL POLICIES

- (1) Operating Hours. Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health.
- (2) Swim at Your Own Risk. No Lifeguards will be on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (3) Supervision of Minors. Minors fourteen (14) years of age or under must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. All children five (5) years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by a responsible individual eighteen (18) years of age or older, always within arm's length when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm's length of the child.
- (4) Aquatic Toys and Recreational Equipment. No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- (5) Prevention of Disease. All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion from the pool area.
- (7) **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (8) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing or other dangerous actions are prohibited.
- (9) Weather. The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.
- (10) Pool Furniture; Reservation of Tables or Chairs. Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them except temporarily to allow the Patron using them to enter the pool or use the restroom facilities.
- (11) Entrances. Pool entrances must be kept clear at all times.
- (12) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (13) Swim Diapers. Children under the age of three (3) years, and anyone who is not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of at least twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.
- (14) Staff Only. Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.
- (15) **Pool Closure.** In addition to Polk County and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool may be closed for the following reasons:

- During severe weather conditions (heavy rain, lightning and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
- For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
- Operational and mechanical treatments or difficulties affecting pool water quality.
- For a reasonable period following any mishap that resulted in contamination of pool water.
- Any other reason deemed to be in the best interests of the District as determined by District staff.
- (16) Containers. No glass, breakable items, or alcoholic beverages are permitted in the pool area. No food or chewing gum is allowed in the pool.
- (17) No Private Rentals. The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect at all times.
- (18) Programming. District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District.

DOG PARK POLICIES

The Dog Park is restricted to use only by Patrons of the District and their Guests. ALL OTHER PERSONS ARE CONSIDERED TRESPASSERS AND MAY BE PROSECUTED AS SUCH UNDER FLORIDA LAW.

- (1) Dogs must be on leashes at all times, except within the Dog Park area.
- (2) Dogs inside the Dog park must be under voice control by their handler at all times. If voice control is not possible, do not enter the Dog Park.
- (3) Dog handler must have the leash with them at all times.
- (4) Dogs may not be left unattended and must be within unobstructed sight of the dog handler.
- (5) Dogs must be vaccinated and wear a visible rabies and license tag at all times.
- (6) Limit of 3 dogs per ADULT dog handler.
- (7) Puppies under four months of age should not enter the Dog Park.
- (8) Children under the age of twelve (12) are not permitted within the Dog Park area.
- (9) Dog handlers are responsible for the behavior of their animals.
- (10) Aggressive dogs are not allowed in the Dog Park. Any dogs showing signs of aggression should be removed from the Dog Park immediately.
- (11) Female dogs in heat are not permitted in the Dog Park.
- (12) Human or dog food inside the Dog Park is prohibited.
- (13) Dog handlers must clean up any dog droppings made by their pets.
- (14) Dog handlers must fill in any holes made by their pets.
- (15) Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time.
- (16) Only licensed and insured dog trainers will be permitted to do training at the Dog Park. Owner must register trainer with the District prior to working with the dog.
- (17) The Dog Park is a designated "No Smoking" area.

USE OF THE DOG PARK IS AT PATRON'S OWN RISK

Use of the Dog Park is voluntary and evidences your waiver of any claims against the District resulting from activities occurring at the Dog Park. The District is not responsible for any injury or harm caused by use of the Dog Park.

PLAYGROUND POLICIES

- (1) Use at Own Risk. Patrons may use the playgrounds and parks at their own risk and must comply with all posted signage.
- (2) Hours of Operation. Unless otherwise posted, all playground and park hours are from dawn to dusk.
- (3) Supervision of Children. Supervision by an adult eighteen (18) years and older is required for children fourteen (14) years of age or under. Children must always remain within the line of sight of the supervising adult. All children are expected to play cooperatively with other children.
- (4) Shoes. Proper footwear is required and no loose clothing, especially with strings, should be worn.
- (5) Mulch. The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- **Food & Drink.** No food, drinks or gum are permitted on the playground, other than such water in non-breakable containers as may be necessary for reasonable hydration, but are permitted at the parks. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the parks.
- (7) Glass. No glass containers or objects are permitted. Patrons should notify District Staff if broken glass is observed at the playground or parks.

LAKES AND PONDS POLICIES

Lakes and Ponds (used interchangeably and reference to one shall implicate the other) within the District primarily function as retention ponds to facilitate the District's system for treatment and attenuation of stormwater run-off and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure the continued operations of the Ponds while allowing limited recreational use of the same.

- (1) Users of District Lakes shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement or regulation of any governmental entity relating to the District Lakes.
- (2) Wading and swimming in District Lakes are prohibited.
- Patrons may fish from District Lakes. However, the District has a "catch and release" policy for all fish caught in these waters.
- (4) Pets are not allowed in the District Lakes.
- Owners of property lying contiguous to the District Lakes shall take such actions as may be necessary to remove underbrush, weeds or unsightly growth from the Owner's property that detract from the overall beauty, setting and safety of the property.
- No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Lakes or other District stormwater management facilities.
- No pipes, pumps or other devices used for irrigation or the withdrawal of water shall be placed in or around the District Lakes, except by the District.
- (8) No foreign materials may be disposed of in the District Lakes, including, but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Lake environment.
- (9) Easements through residential backyards along the community's stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. Access to residents' backyards via these maintenance easements is prohibited. Unless individual property owners explicitly grant permission for others to access their backyards, entering their private property can be considered trespassing. Please be considerate of the privacy rights of other residents.
- (10) Beware of wildlife water moccasins and other snakes, alligators, snapping turtles, birds and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Wildlife may neither be removed from nor released into the District Lakes; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).
- (11) Any hazardous condition concerning the District Lakes must immediately be reported to the District Manager and the proper authorities.

SUSPENSION AND TERMINATION OF PRIVILEGES

- (1) General Policy. All persons using the Amenities and entering District property shall comply with the Amenity Policies established for the safe operations and maintenance of the District's Amenities. In order to protect the rights and privileges of rule-abiding Patrons, inappropriate behavior by Patrons will not be tolerated.
- (2) Suspension of Access and Use Privileges. The District, through its Board, District Manager, Amenity Manager and District Counsel shall have the right to restrict, suspend or terminate the Amenity privileges of any person to use the Amenities for any of the following behavior:
 - Submits false information on any application for use of the Amenities;
 - Permits the unauthorized use of an Access Card;
 - Exhibits unsatisfactory behavior, deportment or appearance;
 - Fails to pay amounts owed to the District in a proper and timely manner;
 - Fails to abide by any District rules or policies (e.g., Amenity Policies);
 - Treats the District's supervisors, staff, general/amenity management, contractors or other representatives, or other Patrons, in an unreasonable or abusive manner;
 - Damages or destroys District property; or
 - Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors or other representatives, or other residents or guests.
- (3) Authority of District Staff. District Staff or their designee, may immediately remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her reasonable discretion it is the District's best interests to do so. District Staff may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.
- (4) Process for Suspension or Termination of Access and Use Privileges. Subject to the rights of District Staff set forth in Paragraph (3) above, the following process shall govern suspension and termination of privileges:
 - (a) Offenses:
 - i First Offense: Verbal warning by District Staff and suspension from the Amenities for up to one (1) week from the commencement of the suspension. Violation is recorded by District Staff, signed by the individual offender(s), and held on file by the District.
 - **ii.** Second Offense: Automatic suspension of all Amenity privileges for up to thirty (30) days from the commencement of the suspension, with the preparation by District Staff of a written report to be signed by the offender(s) and filed with the District.
 - Third Offense: Suspension of all Amenity privileges for up to one (1) year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the offender(s) privileges for one (1) calendar year. The length of the suspension is in the discretion of the Board and may be for less than one (1) year.
 - (b) Each offense shall expire one (1) year after such offense was committed, at which time the number of offenses on record for such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire and the second

- offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses
- (c) Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity, or violates these Policies in a manner that, in the discretion of the District Staff upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender's privileges, which suspension or termination may include members of the offender's Household and may, upon the first offense, equal or exceed one year. In situations that pose a long-term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be warranted and considered.
- (d) Any suspension or termination of Amenity privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final and binding.
- (5) Legal Action; Criminal Prosecution. If any person is found to have committed any of the infractions noted in Paragraph 2 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

USE AT OWN RISK; INDEMNIFICATION

Any Patron or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and said Patron or other person and any of his or her Guests and any members of his or her Household shall indemnify, defend, release, hold harmless and forever discharge the District and its present, former and future supervisors, staff, officers, employees, representatives, agents and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys' fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

Should any Patron or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron or other person shall be liable to the District for all attorneys' fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities" shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity, or limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

The above Amenity Policies and Supervisors for the Eden Hills Commun		2023, by the Board of ed public hearing and
meeting.		
Secretary/Assistant Secretary	Chairperson, Board of Supervi	isors

Exhibit A: Amenity Rates

Exhibit B: Amenity Access Registration Form

EXHIBIT A AMENITY RATES

ТүрЕ	RATE
Annual Non-Resident User Fee	\$2,500.00
Replacement Access Card	\$30.00

Amenity Rates: Adopted _____

EXHIBIT B AMENITIES ACCESS REGISTRATION FORM

EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT AMENITIES ACCESS REGISTRATION FORM

NAME:					
ADDRESS:					
HOME TELEPHONE:	CELL PHONE:				
EMAIL ADDRESS:					
ADDITIONAL RESIDENT 1:	DOB IF UNDER 18				
ADDITIONAL RESIDENT 2:	DOB IF UNDER 18				
ADDITIONAL RESIDENT 3:	DOB IF UNDER 18				
ADDITIONAL RESIDENT 4:	DOB IF UNDER 18				
ADDITIONAL RESIDENT 5:	DOB IF UNDER 18				
ACCEPTANCE:					
District ("District") for various purposes. I also underst records laws. I also understand that I am financially rest damages resulting from the loss or theft of my or my fam of the District and are non-transferable except in accoreplacement will be at an applicable Replacement Access guests into the facilities owned and operated by the District professional staff and employees from any and all liability part by me or my family members' or guests' fault, in condition District's Amenity Policies & Rates), as well while on the	sted above and that it may be used by the Eden Hills Community Development tand that by providing this information that it may be accessed under public ponsible for any damages caused by me, my family members or my guests and the nily members' Access Card(s). It is understood that Access Cards are the property ordance with the District's rules, policies and/or regulations, and any necessary as Card fee. In consideration for the admittance of the above listed persons and their ct, I agree to hold harmless and release the District, its supervisors, agents, officers, by for any injuries that might occur, whether such occurrence happens wholly or in injunction with the use of any of the District's Amenity Facilities (as defined in the District's property. Nothing herein shall be considered as a waiver of the District's story limited waiver of immunity or limits of liability which may have been adopted attes or other statute.				
Signature of Patron (Parent or Legal Guardian if Minor)	Date				
AFFIDAVIT OF RESIDENCY: (REQUIRED IF LEG	GAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)				
I hereby state that the address listed above is the bona fide residence for all residents listed in this Amenities Access Registration Form and that such address is located within the Eden Hills Community Development District. I acknowledge that a false statement in this affidavit may subject me to penalties for making a false statement pursuant to Section 837.06, <i>Florida Statutes</i> . I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.					
Signature of Patron State of Florida County of					
	f □ physical presence or □ online notarization this day of, 20, by me or [] produced as identification.				
(NOTARY SEAL) Official Notary Public Signature					

RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:

I acknowledge that I have been provided a copy of and understand the terms in the **Amenity Policies and Rates** of the Eden Hills Community Development District.

Signature of Patron (Parent or Legal Guardian if minor)	Date
GUEST POLICY:	
Please refer to the Amenity Policies and Rates for the most current poli	cies regarding guests.
PLEASE RETURN THIS FORM TO: Eden Hills Community Development District Attn: Amenity Access Team 219 East Livingston Street Orlando, Florida 32801 Answering Service: (689) 500-4540 Email: amenityaccess@gmscfl.com	
OFFICE USE ONLY:	
Date Received Date Entered in System	Staff Member Signature
PRIMARY RESIDENT:	Access Card #
ADDITIONAL INFORMATION:	
Phase Phase Phase New Construction: Re-Sale: Prior Owner: Rental: Landlord/Owner: Lease Term: Tenant/Renter:	

SECTION VII

EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2022/2023 FUNDING AGREEMENT

	This agreeme	nt	("Agreement") is	made	and	entered	into	this	 day	of	
2023,	by and betweer	:										

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, Polk County, Florida (hereinafter "**District**"), and

Highland Sumner, LLC, a Florida limited liability company and a landowner in the District (hereinafter "**Developer**") with an address of 346 E. Central Avenue, Winter Haven, Florida 33880.

RECITALS

WHEREAS, the District was established by an ordinance adopted by the City Commission of the City of Lake Alfred, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

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

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

WHEREAS, the District has adopted its general fund budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023 Budget"); and

WHEREAS, this Fiscal Year 2022/2023 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Fiscal Year 2022/2023 Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property in the full amount needed to fund the Fiscal Year 2022/2023 Budget, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

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

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

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

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

- 1. **RECITALS**. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.
- 2. **FUNDING.** The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the Fiscal Year 2022/2023 Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including any property owned by Developer, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's Budget or otherwise. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.
- 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 this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2022/2023 Budget" in the public records of Polk County, Florida ("County"), 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 Fiscal Year 2022/2023 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 Developer has demonstrated, in the District's sole discretion, that such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Developer'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 Developer.

- 4. **ALTERNATIVE COLLECTION METHODS.** In the event the Developer fails to make payments due to the District pursuant to this Agreement, and the District first provides Developer with written notice of the delinquency to the address identified in this Agreement and such delinquency is not cured within five (5) business days of the notice, then the District shall have the following remedies:
- a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for the County. 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.
- b. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes*, 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 County property appraiser. The Developer hereby waives and/or relinquishes any rights it may have to challenge, object to or otherwise fail to pay such assessments if imposed, as well as the means of collection thereof.
- 5. **AGREEMENT; AMENDMENTS.** 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.
- 6. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

- 7. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.
- 8. **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 manner described herein in Paragraphs 2 and 3 above.
- 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 Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer 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. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then-unfunded portion of the Fiscal Year 2022/2023 Budget to fund any budgeted expenses that may arise during the remainder of the fiscal year. Upon confirmation of the deposit of said funds into escrow, and evidence of an assignment to, and assumption by the purchaser, of this Agreement, Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated. The Developer shall give 90 days' prior written notice to the District under this Agreement of any such sale or disposition.
- 10. **FLORIDA LAW GOVERNS.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.
- 11. **ARM'S LENGTH TRANSACTION.** 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.
- 12. **PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.
- 13. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and

acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

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

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

Attest:	Eden Hills Community Development District
Secretary/Assistant Secretary	By: Its:
	Highland Sumner, LLC, a Florida limited liability company
Witness	By: Its:

EXHIBIT A: Property Description

EXHIBIT B: Fiscal Year 2022/2023 Budget

EXHIBIT A: Property Description

EDEN HILLS CDD LEGAL DESCRIPTION

PARCEL 1

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

PARCEL 2

THE 5 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 ½ 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 ½ 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 1/2 OF THE SOUTHWEST 1/4 OF ABOVE SAID SECTION 19, AND RUN THENCE ALONG THE NORTH LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 19 N-89°59'47"-E, 1321.68 FEET TO THE NORTHEAST CORNER OF THE EAST ½ OF THE SOUTHWEST % OF SAID SECTION 19; THENCE ALONG THE EAST LINE OF THE EAST % OF THE SOUTHWEST % 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 ½ OF SAID SECTION 19; THENCE ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 19 S-89°58'20"-E, 2637.88 FEET TO A 5/8" IRON ROD AND CAP "LB 5450" STANDING ON THE WESTERLY MAINTAINED RIGHT-OF-WAY LINE OF CASS ROAD ACCORDING TO MAP BOOK 14, PAGES 78 THROUGH 86 (INCLUSIVE), AND OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWELVE (12) COURSES: 1) S-02°15'09"-W, 13.10 FEET TO A 5/8" IRON ROD AND CAP LB "8126"; THENCE 2) N-89°57'27"-W, 12.08 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 3) S-00°01'04"-E, 81.82 FEET; THENCE 4) N-87°37'47"-W, 0.97 FEET; THENCE 5) S-00°02'58"-W, 83.99 FEET; THENCE 6) S-00°14'03"-E, 282.24 FEET; THENCE 7) S-00°01'04"-E, 418.62 FEET; THENCE 8) S-00°34'59"-W, 258.08 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 9) S-05°24'19"-W, 43.23 FEET TO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE 10) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 246.83 FEET, A CENTRAL ANGLE/DELTA OF 14°54'25", À 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 5-61°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 ¾ 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 ½ 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 1/2 OF THE SOUTHWEST 1/4 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 5-00°08'18"-E, 418.74 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/2 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 1/4 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 ½ 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 1/2 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°53'39"-E, 100.00 FEET; THENCE 20) S-89°53'24"-E, 100.00 FEET; THENCE 21) N-89°52'51"-E, 100.00 FEET; THENCE 22) N-89°49'58"-E, 100.00 FEET; THENCE 23) N-89°49'24"-E, 100.00 FEET; THENCE 24) S-89°43'06"-E, 100.00 FEET; THENCE 25) N-89°11'36"-E, 100.01 FEET; THENCE 26) S-89°19'21"-E, 38.37 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 557, AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 1629-PROJECT 5537, AND AS RECORDED IN OFFICIAL RECORDS BOOK 7794, PAGES 986 THROUGH 1002 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT IS ALSO A POINT OF CURVE CONCAVE SOUTHWESTERLY; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NUMBER 557 THE FOLLOWING TWO (2) COURSES: 1) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1372.80 FEET, A CENTRAL ANGLE/DELTA OF 28°32'52", A CHORD BEARING OF S-14°16'09"-E, A CHORD DISTANCE OF 676.95 FEET, FOR AN ARC LENGTH OF 684.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) S-00°00'16"-W, 662.88 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE SOUTH LINE OF THE SOUTHWEST 1/2 OF SAID SECTION 20; THENCE DEPARTING THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NUMBER 557, AND CONTINUE ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20 N-89°55'39"-W, 2580.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3

BEGIN AT A 3/" 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 1/2 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 ½ OF SAID SECTION 20: THENCE ALONG THE NORTH LINE OF THE SOUTH 945 FEET OF THE NORTHWEST 1/2 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 AN CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE 7) THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE/DELTA OF 66°25'19", A CHORD BEARING OF S-56°47'04"-W, A CHORD DISTANCE OF 21.91 FEET, FOR AN ARC LENGTH OF 23.19 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 8) S-89*59'43"-W, 710.79 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 9) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE/DELTA OF 89°53'07", A CHORD BEARING OF N-45°03'43"-W, A CHORD DISTANCE OF 247.24 FEET, FOR AN ARC LENGTH OF 274.54 FEET TO A 5/8" IRON ROD AND CAP STANDING ON THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD; THENCE ALONG THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF SAID OLD LAKE ALFRED ROAD THE FOLLOWING TWO (2) COURSES: 1) N-00°07'09"-W, 889.59 FEET TO A 5/8" IRON ROD AND CAP "LB 8126", SAID POINT IS ALSO A POINT OF CURVE CONCAVE WESTERLY; THENCE 2) THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE/DELTA OF 🖄 34°41'22", A CHORD BEARING OF N-17°27'50"-W, A CHORD DISTANCE OF 149.06 FEET, FOR AN ARC LENGTH OF 151.36 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE WEST LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING THE EASTERLY MAINTAINED RIGHT-OF-WAY OF SAID OLD LAKE ALFRED ROAD, AND ALONG THE WEST LINE OF THE NORTH ½ OF THE SOUTHWEST ¼ N-00°08'40"-W, 48.43 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

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

EXHIBIT B: Fiscal Year 2022/2023 Budget

Community Development District

Adopted Budget FY2023



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Community Development District

Adopted Budget General Fund

Description		Adopted Budget FY2022		Actuals Thru 6/30/22		rojected Next Months	Projected Thru 9/30/22	Adopted Budget FY2023	
Revenues									
Assessments - Tax Roll	\$	106,500	\$	84,621	\$	21,879	\$ 106,500	\$ 159,000	
Assessments - Direct Bill	\$	-	\$	-	\$	-	\$ -	\$ 300,000	
Developer Contributions	\$	217,767	\$	-	\$	57,545	\$ 57,545	\$ 101,192	
Boundary Amendment Contributions	\$	-	\$	1,108	\$	-	\$ 1,108	\$ -	
Total Revenues	\$	324,267	\$	85,730	\$	79,424	\$ 165,153	\$ 560,193	
Expenditures									
<u>Administrative</u>									
Supervisor Fees	\$	12,000	\$	1,800	\$	3,000	\$ 4,800	\$ 12,000	
Engineering	\$	20,000	\$	1,810	\$	5,000	\$ 6,810	\$ 20,000	
Attorney	\$	30,000	\$	10,496	\$	19,504	\$ 30,000	\$ 30,000	
Annual Audit	\$	7,250	\$	2,875	\$	-	\$ 2,875	\$ 7,250	
Assessment Administration	\$	5,000	\$	5,000	\$	-	\$ 5,000	\$ 5,000	
Arbitrage	\$	900	\$	-	\$	450	\$ 450	\$ 1,350	
Dissemination	\$	6,000	\$	4,000	\$	1,500	\$ 5,500	\$ 7,000	
Trustee Fees	\$	7,100	\$	3,367	\$	3,733	\$ 7,100	\$ 10,650	
Management Fees	\$	36,050	\$	27,038	\$	9,013	\$ 36,050	\$ 37,853	
Information Technology	\$	1,800	\$	1,350	\$	450	\$ 1,800	\$ 1,800	
Website Technology	\$	1,200	\$	900	\$	300	\$ 1,200	\$ 1,200	
Telephone	\$	250	\$	-	\$	-	\$ -	\$ -	
Postage & Delivery	\$	850	\$	146	\$	213	\$ 358	\$ 850	
Insurance	\$	5,500	\$	5,175	\$	-	\$ 5,175	\$ 6,250	
Copies	\$	1,000	\$	13	\$	250	\$ 263	\$ 1,000	
Legal Advertising	\$	10,000	\$	2,988	\$	7,012	\$ 10,000	\$ 10,000	
Other Current Charges	\$	2,800	\$	337	\$	700	\$ 1,037	\$ 2,800	
Boundary Amendment Expenses	\$	-	\$	1,108	\$	-	\$ 1,108	\$ -	
Office Supplies	\$	500	\$	12	\$	125	\$ 137	\$ 500	
Travel Per Diem	\$	550	\$	-	\$	-	\$ -	\$ -	
Dues, Licenses & Subscriptions	\$	175	\$	175	\$	-	\$ 175	\$ 175	
<u>Total Administrative</u>	\$	148,925	\$	68,590	\$	51,249	\$ 119,839	\$ 155,678	

Community Development District

Adopted Budget General Fund

Description	,	Adopted Budget FY2022		Actuals Thru 5/30/22		rojected Next Months		Projected Thru 9/30/22		Adopted Budget FY2023
Operations & Maintenance										
Field Expenditures										
Property Insurance	\$	12,000	\$	521	\$	-	\$	521	\$	14,400
Field Management	\$	15,000	\$	-	\$	4,375	\$	4,375	\$	15,000
Landscape Maintenance	\$	40,500	\$	8,924	\$	7,648	\$	16,572	\$	70,000
Landscape Replacement	\$	7,500	\$	-	\$	1,875	\$	1,875	\$	7,500
Streetlights	\$	8,000	\$	9,066	\$	3,750	\$	12,816	\$	84,000
Electric	\$	20,000	\$	1,731	\$	4,800	\$	6,531	\$	6,000
Water & Sewer	\$	12,000	\$	-	\$	-	\$	-	\$	-
Sidewalk & Asphalt Maintenance	\$	500	\$	-	\$	125	\$	125	\$	2,000
Irrigation Repairs	\$	2,500	\$	-	\$	625	\$	625	\$	5,000
General Repairs & Maintenance	\$	5,000	\$	-	\$	1,250	\$	1,250	\$	7,500
Contingency	\$	2,500	\$	-	\$	625	\$	625	\$	7,500
Subtotal Field Expenditures	\$	125,500	\$	20,241	\$	25,073	\$	45,314	\$	218,900
Amenity Expenditures										
Amenity - Electric	¢	6,000	¢		¢		ф		ф	9,600
Amenity - Water	\$ \$	1,458	\$ \$	-	\$ \$	-	\$ \$	-	\$ \$	2,333
Playground & Equipment Lease	\$ \$	16,750	\$ \$	-	\$ \$	-	\$	-	\$	31,400
Internet	\$ \$	1,250	\$ \$	-	\$	-	э \$	-	\$	2,000
Pest Control	э \$	300	\$ \$	-	\$ \$	-	э \$	-	э \$	480
	э \$	2,000	\$ \$	-	\$ \$	-	\$ \$	-	э \$	4,333
Janitorial Service	\$ \$	2,000 3,125	\$ \$	-	\$ \$	-	э \$	-	э \$	25,000
Security Services Amenity Access Management	\$ \$	5,125	\$ \$	-	\$ \$	_	э \$	-	э \$	3,333
Pool Maintenance	\$ \$	- 4,792	\$ \$	-	\$ \$	-	\$ \$		э \$	12,000
				-		-		-	э \$	-
Amenity Repairs & Maintenance Contingency	\$ \$	2,083 2,083	\$ \$	-	\$ \$	-	\$ \$	-	\$ \$	5,000 10,000
Subtotal Amenity Expenditures	\$	39,842	\$		\$	-	\$		\$	
Subtotal Amenity Expenditures	Þ	39,042	Þ	-	Þ	-	Þ	-	Þ	105,480
Total Operations & Maintenance	\$	165,342	\$	20,241	\$	25,073	\$	45,314	\$	324,380
Other Expenditures										
Capital Reserves - Transfer	\$	10,000	\$	-	\$	-	\$	-	\$	80,135
Total Other Expenditures	\$	10,000	\$	-	\$	-	\$	-	\$	80,135
Total Expenditures	\$	324,267	\$	88,831	\$	76,322	\$	165,153	\$	560,193

Product	ERU's	Assessable Units	ERU/Unit	Net Assessment	Net Per Unit	Gross Per Unit
Phase 1 - Tax Roll	142.00	142	1.00	\$106,500.10	\$750.00	\$806.45
Phase 2A - Direct	400.00	400	1.00	\$300,000.27	\$750.00	\$806.45
Phase 2B - Tax Roll	70.00	70	1.00	\$52,500.05	\$750.00	\$806.45
Developer Contribution	134.92	553	0.24	\$101,192.08		
Total ERU's	746.92	1165		\$560,192.50		

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.

Developer Contributions

The District will enter into a Funding Agreement with the Developer to fund General Fund expenditures not covered by Assessments 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, Dewberry Engineer's Inc., provides 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, KE Law Group, PLLC., provides 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. The district is currently contracted with Berger, Toombs, Elam, Gaines & Frank for this service.

Assessment Administration

The District is contracted with Governmental Management Services – Central Florida, LLC to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

<u>Arbitrage</u>

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on its Series 2020 and 2022 bonds. This line item also includes costs for another anticipated bond series.

Community Development District General Fund Budget

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 the Series 2020 and 2022 bonds, as well as another anticipated bond series. Governmental Management Services – Central Florida, LLC completes these reporting requirements.

Trustee Fees

The District incurs trustee related costs payable to USBank for its' issued bonds.

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. Governmental Management Services – Central Florida, LLC provides these systems.

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. Governmental Management Services – Central Florida, LLC provides these services.

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 coverage is provided by the Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Copies

Printing agenda materials 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.

Community Development District General Fund Budget

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.

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 coverage is provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Field Management

Governmental Management Services – Central Florida, LLC provides onsite field management of contracts for the District such as landscape and lake maintenance. Services 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 Floralawn for 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.

Community Development District General Fund Budget

Sidewalk & Asphalt Maintenance

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

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.

<u>Amenity - Water</u>

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

Playground & Equipment Lease

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

<u>Internet</u>

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.

<u>Janitorial Services</u>

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 as well as maintaining security systems in place.

Community Development District General Fund Budget

Amenity Access Management

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

Pool Maintenance

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

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:

<u>Capital Reserves - Transfer</u>

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

Community Development District

Adopted Budget Series 2020 Debt Service Fund

Description		Adopted Budget FY2022	Actual Thru 6/30/22		rojected Next Months		Projected Thru 9/30/22	Adopted Budget FY2023
<u>Revenues</u>								
Assessments - Tax Roll	\$	172,075	\$ 136,817	\$	35,258	\$	172,075	\$ 172,075
Interest Income	\$	-	\$ 5	\$	-	\$	5	\$ -
Carry Forward Surplus	\$	58,169	\$ 58,172	\$	-	\$	58,172	\$ 60,727
Total Revenues	\$	230,244	\$ 194,994	\$	35,258	\$	230,252	\$ 232,802
<u>Expenses</u>								
Interest - 11/1	\$	57,263	\$ 57,263	\$	-	\$	57,263	\$ 56,506
Principal - 5/1	\$	55,000	\$ 55,000	\$	-	\$	55,000	\$ 55,000
Interest - 5/1	\$	57,263	\$ 57,263	\$	-	\$	57,263	\$ 56,506
Total Expenditures	\$	169,525	\$ 169,525	\$	-	\$	169,525	\$ 168,013
Excess Revenues/(Expenditures)	\$	60,719	\$ 25,469	\$	35,258	\$	60,727	\$ 64,789
				Intere	est Expense 11/1	/23		\$ 55,750
				Total				\$ 55,750

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

Community Development District Series 2020 Special Assessment Bonds

Amortization Schedule

DATE		BALANCE		PRINCIPAL		INTEREST		TOTAL
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	\$	<u>-</u>	\$	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	\$	46505500
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	\$	160.075.00
11/01/33	\$	2,160,000.00	\$	-	\$	44,137.50	\$	169,875.00
05/01/34 11/01/34	\$ \$	2,160,000.00 2,075,000.00	\$ \$	85,000.00	\$ \$	44,137.50 42,437.50	\$ \$	- 171,575.00
05/01/35	\$ \$	2,075,000.00	\$	85,000.00	э \$	42,437.50	\$	1/1,3/3.00
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	\$	100,173.00
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

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
		\$ 2,895,000.00	\$ 2,077,287.50	\$ 5,084,550.00

Community Development District

Adopted Budget Series 2022 Debt Service Fund

Description	Bı	Budget		Actual Thru 5/30/22	Projected Next 3 Months			Projected Thru 9/30/22	Adopted Budget FY2023		
Revenues											
Assessments	\$	-	\$	-	\$	-	\$	-	\$	604,294	
Interest Income	\$	-	\$	7	\$	-	\$	7	\$	-	
Carry Forward Surplus	\$	-	\$	-	\$	-	\$	-	\$	263,525	
Total Revenues	\$	-	\$	7	\$	-	\$	7	\$	867,819	
Expenses											
Interest - 11/1	\$	-	\$	-	\$	-	\$	-	\$	263,518	
Principal - 5/1	\$	-	\$	-	\$	-	\$	-	\$	195,000	
Interest - 5/1	\$	-	\$	-	\$	-	\$	-	\$	206,231	
Total Expenditures	\$	-	\$	-	\$	-	\$	-	\$	664,749	
Other Financing Sources											
Bond Proceeds	\$	-	\$	867,811	\$	-	\$	867,811	\$	-	
Total Other Financing Sources (Uses)	\$	-	\$	867,811	\$	-	\$	867,811	\$	-	
Excess Revenues/(Expenditures)	\$	-	\$	867,819	\$	-	\$	867,819	\$	203,070	
			Interest Expense 11/1/23					\$	203,063		

Product	Assessable Units	Maximum Annual Debt Service		No	et Assessment Per Unit	Gross Assessment Per Unit		
Single Family - Phase 2A-1	233	\$	315,712	\$	1,355	\$	1,457	
Single Family - Phase 2A-2	167	\$	201,506	\$	1,207	\$	1,297	
Single Family - Phase 2B	70	\$	87,076	\$	1,244	\$	1,338	
	470	\$	604,294					

Total

203,063

Community Development District Series 2022 Special Assessment Bonds

Amortization Schedule

DATE		DALANCE		DDINCIDAL		INTEDECT		TOTAL
DATE		BALANCE		PRINCIPAL		INTEREST		TOTAL
11/01/22	\$	10,465,000.00	\$	-	\$	263,517.71	\$	263,517.71
05/01/23	\$	10,465,000.00	\$	195,000.00	\$	206,231.25	\$	203,317.71
11/01/23	\$	10,270,000.00	\$	-	\$	203,062.50	\$	604,293.75
05/01/24	\$	10,270,000.00	\$	200,000.00	\$	203,062.50	\$	-
11/01/24	\$	10,070,000.00	\$	· -	\$	199,812.50	\$	602,875.00
05/01/25	\$	10,070,000.00	\$	205,000.00	\$	199,812.50	\$, -
11/01/25	\$	9,435,000.00	\$	-	\$	196,481.25	\$	601,293.75
05/01/26	\$	9,435,000.00	\$	210,000.00	\$	196,481.25	\$	-
11/01/26	\$	9,435,000.00	\$	-	\$	193,068.75	\$	599,550.00
05/01/27	\$	9,435,000.00	\$	220,000.00	\$	193,068.75	\$	-
11/01/27	\$	9,435,000.00	\$	-	\$	189,493.75	\$	602,562.50
05/01/28	\$	9,435,000.00	\$	225,000.00	\$	189,493.75	\$	-
11/01/28	\$	9,210,000.00	\$	-	\$	185,415.63	\$	599,909.38
05/01/29	\$	9,210,000.00	\$	235,000.00	\$	185,415.63	\$	-
11/01/29	\$	8,975,000.00	\$	-	\$	181,156.25	\$	601,571.88
05/01/30	\$	8,975,000.00	\$	245,000.00	\$	181,156.25	\$	-
11/01/30	\$	8,215,000.00	\$	-	\$	176,715.63	\$	602,871.88
05/01/31	\$	8,215,000.00	\$	255,000.00	\$	176,715.63	\$	-
11/01/31	\$	8,215,000.00	\$	-	\$ \$	172,093.75	\$ \$	603,809.38
05/01/32 11/01/32	\$ \$	8,215,000.00 8,215,000.00	\$ \$	260,000.00	\$ \$	172,093.75 167,381.25	ֆ \$	- 599,475.00
05/01/33	\$ \$	8,215,000.00	э \$	275,000.00	э \$	167,381.25	э \$	599,475.00
11/01/33	\$	7,940,000.00	\$	273,000.00	\$	161,881.25	\$	604,262.50
05/01/34	\$	7,940,000.00	\$	285,000.00	\$	161,881.25	\$	-
11/01/34	\$	7,655,000.00	\$	203,000.00	\$	156,181.25	\$	603,062.50
05/01/35	\$	7,655,000.00	\$	295,000.00	\$	156,181.25	\$	-
11/01/35	\$	7,360,000.00	\$	· -	\$	150,281.25	\$	601,462.50
05/01/36	\$	7,360,000.00	\$	305,000.00	\$	150,281.25	\$	-
11/01/36	\$	7,055,000.00	\$	-	\$	144,181.25	\$	599,462.50
05/01/37	\$	7,055,000.00	\$	320,000.00	\$	144,181.25	\$	-
11/01/37	\$	6,735,000.00	\$	-	\$	137,781.25	\$	601,962.50
05/01/38	\$	6,735,000.00	\$	335,000.00	\$	137,781.25	\$	-
11/01/38	\$	6,400,000.00	\$	-	\$	131,081.25	\$	603,862.50
05/01/39	\$	6,400,000.00	\$	345,000.00	\$	131,081.25	\$	-
11/01/39	\$	6,055,000.00	\$	-	\$	124,181.25	\$	600,262.50
05/01/40	\$	6,055,000.00	\$	360,000.00	\$	124,181.25	\$	-
11/01/40	\$	4,930,000.00	\$	-	\$	116,981.25	\$	601,162.50
05/01/41	\$	4,930,000.00	\$	375,000.00	\$	116,981.25	\$	-
11/01/41	\$	4,930,000.00	\$ ¢	200 000 00	\$	109,481.25	\$ ¢	601,462.50
05/01/42	\$	4,930,000.00 4,930,000.00	\$	390,000.00	\$	109,481.25	\$	- 601 162 E0
11/01/42 05/01/43	\$ \$	4,930,000.00	\$ ¢	405,000.00	\$ \$	101,681.25 101,681.25	\$ \$	601,162.50
11/01/43	\$ \$	4,525,000.00	\$ \$	405,000.00	ֆ \$	93,328.13	э \$	600,009.38
05/01/44	э \$	4,525,000.00	\$ \$	425,000.00	\$ \$	93,328.13	э \$	- 00.,000
11/01/44	\$	4,100,000.00	\$		\$	84,562.50	\$ \$	602,890.63
11/01/44	ψ	7,100,000.00	Ψ	-	Ψ	04,302.30	Ψ	002,090.03

Community Development District Series 2022 Special Assessment Bonds **Amortization Schedule**

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
05/01/45	\$ 4,100,000.00	\$ 440,000.00	\$ 84,562.50	\$ -
11/01/45	\$ 3,660,000.00	\$ · <u>-</u>	\$ 75,487.50	\$ 600,050.00
05/01/46	\$ 3,660,000.00	\$ 460,000.00	\$ 75,487.50	\$ <u>-</u>
11/01/46	\$ 3,200,000.00	\$ · <u>-</u>	\$ 66,000.00	\$ 601,487.50
05/01/47	\$ 3,200,000.00	\$ 480,000.00	\$ 66,000.00	\$ <u>-</u>
11/01/47	\$ 2,720,000.00	\$ <u>-</u>	\$ 56,100.00	\$ 602,100.00
05/01/48	\$ 2,720,000.00	\$ 500,000.00	\$ 56,100.00	\$ -
11/01/48	\$ 2,220,000.00	\$ -	\$ 45,787.50	\$ 601,887.50
05/01/49	\$ 2,220,000.00	\$ 520,000.00	\$ 45,787.50	\$ -
11/01/49	\$ 1,700,000.00	\$ -	\$ 35,062.50	\$ 600,850.00
05/01/50	\$ 1,700,000.00	\$ 545,000.00	\$ 35,062.50	\$ <u>-</u>
11/01/50	\$ 1,155,000.00	\$ <u>-</u>	\$ 23,821.88	\$ 603,884.38
05/01/51	\$ 1,155,000.00	\$ 565,000.00	\$ 23,821.88	\$ <u>-</u>
11/01/51	\$ 590,000.00	\$ <u>-</u>	\$ 12,168.75	\$ 600,990.63
05/01/52	\$ 590,000.00	\$ 590,000.00	\$ 12,168.75	\$ 602,168.75
		\$ 10,465,000.00	\$ 7,851,173.96	\$ 18,316,173.96

Community Development District

Adopted Budget Capital Reserve Fund

Description	Е	oposed Budget FY2022	Actual Thru /30/22	ojected Next Months	rojected Thru 1/30/22	Adopted Budget FY2023
Revenues						
Interest Income	\$	-	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$	-	\$ -	\$ -	\$ -	\$ -
<u>Expenses</u>						
Capital Outlay	\$	-	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$	-	\$ -	\$ -	\$ -	\$ -
Other Financing Sources						
Transfer In/(Out)	\$	10,000	\$ -	\$ -	\$ -	\$ 80,135
Total Other Financing Sources (Uses)	\$	10,000	\$ -	\$ -	\$ -	\$ 80,135
Excess Revenues/(Expenditures)	\$	10,000	\$ -	\$ -	\$ -	\$ 80,135

SECTION VIII

Patio 2000 inc. 13655 belcher rd. south largo,fl 33771 727-531-2260

Invoice

Number 41187

Date 12/4/2021

Bill To heath construction 346 e.central ave winter haven, fl, 33880 greg 813-690-5654

Ship To

eden hills ammenity center

PO Number	Terms	Customer #	Ship	Via	Project
			deliver	our truck	
Item #	Description	Quantity	Price Each	Tax1	Amount
AP-RD-42HU	42" poly table	6.00	\$474.59		\$2,847.54
AP-RD-20H	20" poly table	15.00	\$139.27		\$2,089.05
D-750	lb diamond chair	24.00	\$138.26		\$3,318.24

AP-RD-42HU	42" poly table	6.00	\$474.59	\$2,847.54
AP-RD-20H	20" poly table	15.00	\$139.27	\$2,089.05
D-750	lb diamond chair	24.00	\$138.26	\$3,318.24
L-717	armless 16" chaise	50.00	\$285.75	\$14,287.50
DEL	deliver and set up	1.00	\$300.00	\$300.00
	granite frames		\$0.00	\$0.00
	#918 madras tweed surf		\$0.00	\$0.00

Amount Paid	\$0.00
Amount Due	\$22,842.33

Discount	\$0.00
Shipping Cost	\$0.00
Sub Total	\$22,842.33
Sales Tax 7.00% on \$0.00	\$0.00

Total	\$22,842.33
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0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$0.00	\$0.00	\$0.00	\$22,842.33	\$22,842.33

SECTION IX

POOL FURNITURE AND PLAYGROUND EQUIPMENT LEASE/PURCHASE AGREEMENT

This Pool Furniture and Playground Equipment Lease/Purchase Agreement (the "Agreement") dated as of September 21, 2022 and entered into by and between PARK LAKE PROPERTY MANAGEMENT, INC., a Florida corporation, as Lessor ("Lessor"), and the EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government and political subdivision of the State of Florida, organized and existing under the laws of the State of Florida, as Lessee (the "Lessee").

WITNESSETH:

WHEREAS, Lessee desires to lease and acquire from Lessor certain equipment described in each Schedule (as each such term is defined herein), subject to the terms and conditions of, and for the purposes set forth in this Lease; and in the event of a conflict, the terms of a Schedule prevail; and

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein; and

WHEREAS, Lessee is authorized under the constitution and laws of the State of Florida to enter into this Agreement and the Schedules hereto for the purposes set forth herein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 <u>Definitions</u>. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

- "Acquisition Amount" means the amount specified in each Lease and represented by Lessee to be sufficient to acquire the Equipment listed in such Lease, which amount shall be not less than \$10.
- "Acquisition Fund" means, with respect to this Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement, if any.
- "Acquisition Fund Agreement" means, with respect to this Lease, an Acquisition Fund and Account Control Agreement in form and substance acceptable to and executed by the Lessee, the Lessor and the Acquisition Fund Custodian, pursuant to which an Acquisition Fund is established and administered, if any.

- "Acquisition Fund Custodian" means the Acquisition Fund Custodian identified in any Acquisition Fund Agreement, and its successors and assigns.
- "Acquisition Period" means, with respect to this Lease, that period stated in the Schedule to the Lease during which the Lease Proceeds attributable to the Lease may be expended on Equipment Costs.
- "Agreement" means this Pool Furniture and Playground Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.06.
- "Commencement Date" means, for each Lease, the date when Lessee's obligation to pay rent commences under such Lease, which date shall be the earlier of (i) the date on which the Equipment listed in this Lease is accepted by Lessee in the manner described in Section 5.01, and (ii) the date on which sufficient moneys to purchase the Equipment listed in such Lease are deposited for that purpose with an Acquisition Fund Custodian.
- "Equipment" means the property listed in the Lease and all replacements, repairs, restorations, modifications and improvements hereof or thereto made pursuant to Section 8.01 of Article V. Whenever reference is made in this Agreement to Equipment listed in this Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.
- **"Equipment Costs"** means the total cost of the Equipment listed in this Lease, including all delivery charges, installation charges, capitalizable consulting and training fees, legal fees, financing costs, and other costs necessary to vest full, clear legal title to the Equipment in Lessor, and otherwise incurred in connection with the financing provided by the lease-purchase of the Equipment as provided in each Lease.
- **"Expense Fund"** means, with respect to this Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement, if any.
 - "Event of Default" means an Event of Default described in Section 12.01.
- "Lease" means a Schedule and the terms of this Agreement which are incorporated by reference into such Schedule.
- "Lease Proceeds" means, with respect to this Lease, the total amount of money to be paid by Lessee to Lessor the in accordance with the Agreement.
- "Lease Term" for each Lease shall begin on the Commencement Date thereof and continue as specified in the Schedule applicable thereto.
 - "Lessee" means the entities referred to as Lessee in the first paragraph of this Agreement.
- "Lessor" means (a) the entity referred to as Lessor in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lessor in and to the Equipment under a Lease (including Rental Payments thereunder) pursuant to Section 11.01, but does not

include Lessee, any party taking a leasehold interest in the Equipment or any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform under a Lease.

- "Maximum Equipment Cost" means \$255,263.89.
- "Purchase Price" means, with respect to the Equipment listed on this Lease, the amount that Lessee may pay to Lessor to purchase such Equipment as provided in such Lease.
- "Rental Payments" means the basic rental payments payable by Lessee under this Lease pursuant to Section 4.01, in each case consisting of a principal component and an interest component.
- "Schedule" means each separately numbered Schedule of Property substantially in the form of Exhibit A hereto together with a Rental Payment Schedule attached thereto substantially in the form of Exhibit A-1 hereto.
 - "State" means the State of Florida.
- "Utilization Period" means the date by which Lessee must deliver an Acceptance Certificate for the Equipment under this Lease as indicated in Section 3.04(b).
- "Vendor" means the manufacturer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer or supplier from whom Lessor arranged Lessee's acquisition and financing of the Equipment pursuant to the applicable Lease.

ARTICLE II

COVENANTS

- **Section 2.01 <u>Representations and Covenants of Lessee</u>.** Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows:
 - (a) Lessee is a political subdivision thereof within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and each Lease and the transactions contemplated hereby and to perform all of its obligations hereunder.
 - (b) Lessee has duly authorized the execution and delivery of this Agreement and this Lease by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and this Lease.
 - (c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

- (d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a political subdivision.
- (e) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition by Lessee of the Equipment as provided in each Lease.
- (f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of any interest in the Equipment prior to the last Rental Payment scheduled to be paid under each Lease.
- (g) Lessee shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances, (3) statement of cash flows and notes, and (4) schedules and attachments to the financial statements) within 270 days of its fiscal year end, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) its annual budget for the following fiscal year within 30 days of the adoption thereof. Such statements shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.
- (h) Lessee has kept, and throughout the Lease Term of this Agreement will keep, its books and records in accordance with generally accepted accounting principles.
- (i) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term to such item.
- (j) The payment of the Rental Payments or any portion thereof is not (under the terms of this Lease or any underlying arrangement) directly or indirectly (a) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (b) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Equipment Costs for the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.
- (k) There is no pending litigation, tax claim, proceeding or dispute that Lessee reasonably expects will materially and adversely affect Lessee's financial condition or

impairs its ability to perform its obligations hereunder. Lessee will, at its expense, maintain its legal existence in good standing and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's interest in the Equipment and Lessor's rights and benefits under this Lease.

ARTICLE III

LEASE

Section 3.01 <u>Lease of Equipment</u>. Subject to the terms of this Agreement, Lessor agrees to provide the funds specified in this Lease to be provided by it to acquire the Equipment, up to an amount equal to the Maximum Equipment Cost. Upon the execution of this Lease, Lessor leases and lets to Lessee, and Lessee rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof.

Section 3.02 Continuation of Lease Term. Lessee intends to continue the Lease Term and to pay the Rental Payments thereunder. Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of each Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law, to have such portion of the budget or appropriation request approved and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved.

Section 3.03 Abatement. During any period in which, by reason of material damage or destruction or taking under the power of eminent domain (or sale to any entity threatening the use of such power) or material title defect with respect to any Equipment, there is substantial interference with the use and possession by Lessee of such Equipment, the Lessee's obligation to pay rent applicable to such Equipment shall be abated proportionately in whole or in part. Lessee shall immediately notify Lessor upon the occurrence of any event causing substantial interference with Lessee's use and possession of any Equipment, and such notice shall be provided prior to the abatement of any rent. The amount of abatement of the Lessee's obligation to pay rent shall be such that the remaining rental obligation of the Lessee for each rental period represents fair consideration for the use and possession of the portions of the Equipment that are not affected by such interference. Such abatement shall commence on the date that Lessee's use and possession of the affected Equipment is restricted because of such interference and end on the earlier of (i) the date on which the use and possession thereof are restored to Lessee, or (ii) the date on which Lessee either (x) replaces the affected Equipment or (y) uses the proceeds of insurance or condemnation award to pay the applicable Purchase Price therefor. Notwithstanding any such interference with Lessee's use and possession of a portion of the Equipment, this Lease shall continue in full force and effect with respect to any remaining Equipment. To the extent applicable, Lessee waives the benefits of Civil Code Sections 1932 and any and all other rights to terminate this Lease by virtue of any interference with the use and possession of any Equipment.

Section 3.04 Conditions to Lessor's Performance.

- (a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to this Lease, Lessee shall deliver to Lessor the following:
 - (i) A fully completed Schedule, executed by Lessee;
 - (ii) An Acquisition Fund Agreement, executed by the Lessee and the Acquisition Fund Custodian, unless Lessor pays 100% of the Acquisition Amount directly to the Vendor upon execution of the Lesse;
 - (iii) A Certificate executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C, completed to the satisfaction of Lessor;
 - (iv) A certified copy of a resolution or other official action of Lessee's governing body authorizing the execution and delivery of this Lease and performance by Lessee of its obligations hereunder;
 - (v) Evidence of insurance as required by Section 7.02 hereof;
 - (vi) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Section 6.01 and 6.02;
 - (vii) Such other items, if any, as are set forth in such Lease or are reasonably required by Lessor.
- (b) In addition, the performance by Lessor of any of its obligations pursuant to this Lease shall be subject to: (i) no material adverse change in the financial condition of Lessee since the date of this Lease, (ii) no Event of Default having occurred, and (iii) if no Acquisition Fund has been established, the Equipment must be accepted by Lessee no later than October 1, 2022 (the "Utilization Period").
- (c) Subject to satisfaction of the foregoing, Lessor will pay the Acquisition Amount for Equipment described in a Schedule to the Vendor upon receipt of the documents described in Sections 5.01(a) and (b); or if an Acquisition Fund has been established pursuant to an Acquisition Fund Agreement, Lessor will deposit the Acquisition Amount for Equipment described in the Schedule with the Acquisition Fund Custodian.
- (d) Lessee will cooperate with Lessor in Lessor's review of this proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE IV

PAYMENT AND PREPAYMENT OF RENT

Section 4.01 Rental Payments. Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the dates and in such amounts as provided in this Lease. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at the stated rate plus [5]% per annum or the maximum amount permitted by law, whichever is less, from such date. Lessee shall not permit the federal government to guarantee any Rental Payments under this Lease. Rental Payments consist of principal and interest payments as more fully detailed on the Schedule, the interest on which begins to accrue as of the Commencement Date for each such Schedule.

Section 4.02 Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. The Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the Lease Term.

Section 4.03 Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under this Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of the general tax revenues, funds or moneys of Lessee.

Section 4.04 Rental Payments to be Unconditional. Except as provided in Section 3.03, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in this Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, after it has been accepted by lessee, any defects, malfunctions, breakdowns or infirmities in the equipment or any accident, condemnation or unforeseen circumstances. Lessee's obligations to make Rental Payments or pay other amounts hereunder shall not be abated on account of obsolescence or failure of the Equipment to perform as desired.

Section 4.05 Tax Covenant. Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes. Lessee makes no representation as to the excludability of any interest payment from federal, state, or local taxation.

Section 4.06 Event of Taxability. Upon the occurrence of an Event of Taxability, the interest component shall be at a Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of

the owner or owners thereof for federal income tax purposes, and Lessee will not pay any additional amount.

For purposes of this Section, "Event of Taxability" means a determination that the interest component is includible for federal income tax purposes in the gross income of the owner thereof due to Lessee's action or failure to take any action.

Section 4.07 Mandatory Prepayment. If the Lease Proceeds are deposited into an Acquisition Fund, any funds remaining in the Acquisition Fund on or after the Acquisition Period and not applied to Equipment Costs, shall be applied by Lessor on the next Rental Payment date to the prepayment of the principal component of the outstanding Rental Payments due under the applicable Schedule <u>in inverse order of maturity</u>.

ARTICLE V

THE EQUIPMENT

Section 5.01 Delivery. Installation and Acceptance of Equipment. (a) Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in the Leases and pay any and all delivery and installation costs and other Equipment Costs in connection therewith (which amounts may be funded from the Acquisition Fund or amounts from the Acquisition Fund will be used to reimburse Lessee for any prior payment from Lessee's own funds). When the Equipment listed in this Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in the form attached hereto as Exhibit B.

(b) Lessee shall deliver to Lessor original invoices and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. With respect to Equipment not purchased through an Acquisition Fund, Lessor shall, upon receipt of an Acceptance Certificate from Lessee, prepare a Schedule of Property and Rental Payment Schedule. Lessee shall execute and deliver such Schedules to Lessor within 5 business days of receipt.

Section 5.02 Enjoyment of Equipment. Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee shall peaceably and quietly have, hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in the related Lease. Lessor shall not interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the related Lease.

Section 5.03 <u>Location</u>: Inspection. Once installed, no item of the Equipment will be moved from the location specified for it in the Lease on which such item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04 Use and Maintenance of the Equipment. Lessee will not install, use,

operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest (including the reversionary interest) of Lessor in and to the Equipment or its interest or rights under the Lease.

Lessee agrees that it will maintain, preserve, and keep the Equipment in good repair and working order, in accordance with manufacturer's recommendations. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the interest of Lessor therein.

ARTICLE VI

TITLE AND SECURITY

Section 6.01 <u>Title to the Equipment</u>. During the Lease Term, all right, title and interest in and to each item of the Equipment shall be vested in Lessor. Lessee shall at all times protect and defend, at its own cost and expense, Lessor's title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon purchase of the Equipment under a Lease by Lessee pursuant to Section 10.01, Lessor shall transfer to Lessee title to the Equipment, as-is, without warranty of any kind other than as to the absence of liens created by or through Lessor, and shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence the transfer of Lessor's right, title and interest in the Equipment subject to the related Lease.

Section 6.02 Security Interest. As additional security for the payment of all of Lessee's obligations under this Lease, upon the execution of this Lease, Lessee grants to Lessor a security interest constituting a first lien on (a) Lessee's right, title and interest in the Equipment applicable to such Lease, (b) moneys and investments held from time to time in the Acquisition Fund and (c) any and all proceeds of any of the foregoing. Lessee agrees to execute and authorizes Lessor to file such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Equipment, the Acquisition Fund and the proceeds thereof.

Section 6.03 <u>Personal Property</u>. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from

any party having an interest in any such real estate or building.

ARTICLE VII

TAXES, CHARGES AND INSURANCE

Section 7.01 Liens. Taxes. Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens, and encumbrances except those created by this Lease. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during each Lease Term.

Section 7.02 <u>Insurance</u>. Lessee shall during each Lease Term maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as additional insured and loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable Purchase Price of the Equipment; (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor; (c) worker's compensation coverage as required by the laws of the State, and (d) rental interruption insurance in an amount which shall cover Rental Payments for no less than 24 months; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clause (a); provided further that Lessee's ability to self-insure does not extend to rental interruption insurance, which Lessee acknowledges may limit Lessee's ability to self-insure against the risks described in clause (a). All such policies of insurance shall name Lessor as an additional insured and loss payee. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification.

Section 7.03 Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at the rate of fourteen [14]% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

DAMAGE TO AND REPLACEMENT OF EQUIPMENT

Section 8.01 <u>Damage. Destruction and Condemnation</u>. Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as provided in the related Lease, if, prior to the termination of the applicable Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

If Lessee elects to replace any item of the Equipment (the "Replaced Equipment") pursuant to this Section, the replacement equipment (the "Replacement Equipment") shall be of similar type, utility and condition to the Replaced Equipment and shall be of equal or greater value and useful life than the Replaced Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's title in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rent Payment date after the occurrence of a casualty event or be required to exercise the Purchase Option with respect to the damaged equipment.

For purposes of this Article, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Purchase Price for the Equipment, and, upon such payment, the applicable Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Section 6.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

WARRANTIES

Section 9.01 <u>Disclaimer of Warranties</u>. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, this Lease, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or Lease.

Section 9.02 <u>Vendor's Warranties</u>. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during each Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights of Lessor with respect to this Lease, including the right to receive full and timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Lessor of the Equipment.

ARTICLE X

PURCHASE OF EQUIPMENT

Section 10.01 <u>Purchase Option</u>. Lessee shall have the option to purchase all of the Equipment listed in a Lease, upon giving written notice to Lessor at least 30, but not more than 120, days before the date of purchase, at the following times and upon the following terms:

- (a) From and after the date specified in the related Schedule (the "Purchase Option Commencement Date"), on the Rental Payment dates specified in each Lease, upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price, which may include a prepayment premium on the unpaid balance as set forth in the applicable Schedule; or
- (b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price; or
- (c) Upon the expiration of the Lease Term, upon payment in full of all Rental Payments then due and all other amounts then owing under the Lease, and the payment of \$1.00 to Lessor.

After payment of the applicable Purchase Price, Lessee will own the related Equipment, and Lessor's right, title and interests in and to such Equipment will be transferred and terminated in accordance with Section 6.01.

ARTICLE XI

ASSIGNMENT

Section 11.01 Assignment by Lessor. Lessor's right, title and interest in and to Rental Payments and any other amounts payable by Lessee under any and all of the Leases, its interest in the Equipment subject to each such Lease, and all proceeds therefrom may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor, without the necessity of obtaining the consent of Lessee; provided, however, that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Section 11.01 shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust, interests in which are offered and sold in a private placement or limited offering only to investors whom Lessor reasonably believes are qualified institutional buyers or accredited investors within the meaning of the applicable federal securities law; provided further, however, that in any event, Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under a Lease with or to more than one individual or entity. No assignment, transfer or conveyance permitted by this Section 11.01 shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. During the term of each Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor. Assignments in part may include without limitation assignment of all of Lessor's interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment. The option granted in this Section may be separately exercised from time to time with respect to the Equipment listed in each Lease, but such option does not permit the assignment of less than all of Lessor's interests in the Equipment listed in a single Lease. Lessor acknowledges and agrees that any assignment under this Section shall not, and shall not purport to, alter or modify in any respect Lessee's obligations to perform in accordance with the terms of this Agreement and the related Lease in accordance with their terms as originally executed. Any assignment under this Section shall be subject to the condition that Lessee shall incur no costs nor be required to provide or execute any documents or participate in any manner in connection with such assignment, and Lessor and any such assignee shall be solely responsible for compliance with all securities and other laws in connection with such assignment. Lessor acknowledges that this Agreement and each Lease has not and will not be registered under the Securities Act of 1933 or any state securities laws and that Lessee has not and will not prepare any offering or disclosure materials or documents for use in connection with any assignment under this Section.

Section 11.02 <u>Assignment and Subleasing by Lessee</u>. None of Lessee's right, title, and interest in, to and under this Lease or any portion of the Equipment may be assigned or encumbered by Lessee for any reason.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.01 Events of Default Defined. Any of the following events shall constitute an "Event of Default" under a Lease:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to this Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;
- (d) Any default occurs under any other agreement for borrowing money or receiving credit under which Lessee may be obligated as borrower, if such default consists of (i) the failure to pay any indebtedness when due or (ii) the failure to perform any other obligation thereunder and gives the holder of the indebtedness the right to accelerate the indebtedness or pursue other remedies;
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy,

reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator or Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02 <u>Remedies on Default</u>. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, Lessor may without terminating such Lease, collect each Rental Payment payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease as they become due and payable;
- (b) With or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease or the Equipment listed therein that are payable by Lessee to the end of the Lease Term, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees). The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein;
- (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any or all of the Equipment subject to such Lease; and
- (d) By action pursuant to the Florida Code of Civil Procedure, or as otherwise provided by law, obtain the issuance of a writ of mandamus enforcing, for the entire balance of the remaining Lease Term, the duty of Lessee to appropriate and take all other administrative steps necessary for the payment of rents, and other amounts due hereunder.

Section 12.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity, provided that Lessor shall have no right to accelerate any Rental Payment or otherwise declare any Rental Payment or other amount payable not then in default to be immediately due and payable. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may

be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

Section 12.04 <u>Application of Moneys</u>. Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment.

ARTICLE XIII

MISCELLANEOUS

Section 13.01 <u>Notices</u>. All notices, certificates or other communications under this Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02 E-Verify. The Lessor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition precedent to entering into this Agreement, Lessor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Lessor anticipates entering into agreements with a subcontractor for services under this Agreement, Lessor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Lessor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Lessee upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), Florida Statutes. Upon such termination, Lessor shall be liable for any additional costs incurred by the Lessee because of the termination. If the Lessee has a good faith belief that a subcontractor has violated Section 448.095, Florida Statutes, but the Lessor has otherwise complied with its obligations hereunder, the Lessee shall promptly notify the Lessor. The Lessor agrees to immediately terminate the agreement with the subcontractor upon notice from the Lessee.

Section 13.03 Release and Indemnification. To the extent permitted by law, but only from legally available funds, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest

received) arising out of or as a result of (a) the entering into of this Agreement or Lease, (b) the ownership of any item of the Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant in a Lease or any material misrepresentation contained in a Lease. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease Term under all Leases for any reason.

Section 13.04 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.05 <u>Severability</u>. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.06 <u>Amendments</u>. Changes and <u>Modifications</u>. This Lease may only be amended by Lessor and Lessee in writing.

Section 13.07 Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.08 <u>Applicable Law.</u> This Lease shall be governed by and construed in accordance with the laws of the State.

Section 13.09 <u>Captions</u>. The captions or headings in this Agreement and in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:	LESSEE:
Park Lake Property Management, Inc.	Eden Hills Community Development District
2045 San Marcos Drive	219 East Livingston Street
Winter Haven, FL 33880	Orlando, Florida 32801
	Attention: District Manager
By	_ Rennie Heath
Title P	Title Chairman

EXHIBIT A

SCHEDULE OF PROPERTY NO. 1

Dated: September 21, 2022

Re: Pool Furniture and Playground Equipment Lease/Purchase Agreement, dated as of September 21, 2022, by and between Park Lake Property Management, Inc., as Lessor, and the Eden Hills Community Development District, as Lessee

- 1. **Defined Terms.** All terms used herein have the meanings ascribed to them in the above-referenced Pool Furniture and Playground Equipment Lease/Purchase Agreement (the "Pool Furniture and Playground Equipment Lease").
- **2. Equipment.** The following items of Equipment are hereby included under this Schedule of the Pool Furniture and Playground Equipment Lease:

[See Attached Exhibit A-2]

3. Payment Schedule.

- (a) Rental Payments. The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit A-1.
- (b) Purchase Price Schedule. The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the "Purchase Price" column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).
- **4. Representations, Warranties and Covenants.** Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Pool Furniture and Playground Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that no material adverse change in Lessee's financial condition has occurred since the date of the Pool Furniture and Playground Equipment Lease.
- **5. The Lease.** The terms and provisions of the Pool Furniture and Playground Equipment Lease are hereby incorporated into this Schedule by reference and made a part hereof.

[Remainder of Page Intentionally Left Blank]

13. Purchase Option Commencement Date. For purposes of Section 10.01 of the Lease, the Purchase Option Commencement Date is October 1, 2022.

LESSOR:	LESSEE:
Park Lake Property Management, Inc.	Eden Hills Community Development District
2045 San Marcos Drive	219 East Livingston Street
Winter Haven, FL 33880	Orlando, Florida 32801
	Attention: District Manager
By	By Rennie Heath
15	
T'AL	Tial Chairman

Counterpart No. 1 manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A-1 RENTAL PAYMENT SCHEDULE

Sep 9, 2022 11:05 am

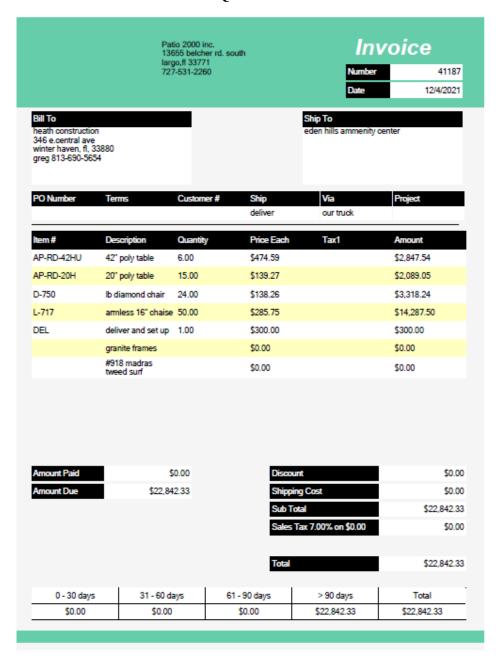
(Finance 8.700 Eden Hills:2022-9_1_22) Page 1

BOND DEBT SERVICE

Eden Hills Community Development District

Period Ending	Principal	Coupon	Interest	Debt Service	Anmıal Debt Service
10/01/2022	2,121.25	14.000%	2,133.15	4,254.40	
11/01/2022	2,146.00	14.000%	2,108.40	4,254.40	8,508.80
12/01/2022	2,171.03	14.000%	2,083.36	4,254.39	
01/01/2023 02/01/2023	2,196.36 2.221.99	14.000% 14.000%	2,058.04 2.032.41	4,254.40 4.254.40	
03/01/2023	2,221.99	14.000%	2,006.49	4,254.40	
04/01/2023	2,274.14	14.000%	1.980.26	4,254.40	
05/01/2023	2,300.67	14.000%	1,953.73	4,254.40	
06/01/2023	2,327.51	14.000%	1,926.89	4,254.40	
07/01/2023	2,354.66	14.000%	1,899.74	4,254.40	
08/01/2023 09/01/2023	2,382.13 2,409.93	14.000% 14.000%	1,872.26 1,844.47	4,254.39 4,254.40	
10/01/2023	2,438.04	14.000%	1,816.36	4,254.40	
11/01/2023	2,466,48	14.000%	1.787.91	4,254,39	51.052.77
12/01/2023	2,495.26	14.000%	1,759.14	4,254.40	
01/01/2024	2,524.37	14.000%	1,730.03	4,254.40	
02/01/2024	2,553.82	14.000%	1,700.58	4,254.40	
03/01/2024 04/01/2024	2,583.62 2,613.76	14.000% 14.000%	1,670.78 1,640.64	4,254.40 4,254.40	
05/01/2024	2,644.25	14.000%	1.610.14	4,254.39	
06/01/2024	2,675.10	14.000%	1,579.30	4,254.40	
07/01/2024	2,706.31	14.000%	1,548.09	4,254.40	
08/01/2024	2,737.89	14.000%	1,516.51	4,254.40	
09/01/2024	2,769.83	14.000%	1,484.57	4,254.40	
10/01/2024 11/01/2024	2,802.14 2,834.83	14.000% 14.000%	1,452.26 1,419.56	4,254.40 4,254.39	51,052.78
12/01/2024	2.867.91	14.000%	1,386.49	4.254.40	31,032.76
01/01/2025	2,901.37	14.000%	1,353.03	4,254.40	
02/01/2025	2,935.22	14.000%	1,319.18	4,254.40	
03/01/2025	2,969.46	14.000%	1,284.94	4,254.40	
04/01/2025	3,004.10	14.000%	1,250.29	4,254.39	
05/01/2025 06/01/2025	3,039.15 3,074.61	14.000% 14.000%	1,215.25 1,179.79	4,254.40 4,254.40	
07/01/2025	3,110.48	14.000%	1,179.79	4,254.40	
08/01/2025	3,146.77	14.000%	1,107.63	4,254.40	
09/01/2025	3,183.48	14.000%	1,070.92	4,254.40	
10/01/2025	3,220.62	14.000%	1,033.78	4,254.40	
11/01/2025 12/01/2025	3,258.19 3,296.21	14.000%	996.20 958.19	4,254.39 4,254.40	51,052.78
01/01/2026	3,334.66	14.000% 14.000%	919.74	4,254.40	
02/01/2026	3,373.57	14.000%	880.83	4,254.40	
03/01/2026	3,412.92	14.000%	841.47	4,254.39	
04/01/2026	3,452.74	14.000%	801.66	4,254.40	
05/01/2026	3,493.02	14.000%	761.37	4,254.39	
06/01/2026 07/01/2026	3,533.78	14.000% 14.000%	720.62 679.39	4,254.40 4,254.39	
08/01/2026	3,575.00 3,616.71	14.000%	637.69	4,254.40	
09/01/2026	3,658.91	14.000%	595.49	4,254.40	
10/01/2026	3,701.59	14.000%	552.80	4,254.39	
11/01/2026	3,744.78	14.000%	509.62	4,254.40	51,052.76
12/01/2026	3,788.47	14.000%	465.93	4,254.40	
01/01/2027 02/01/2027	3,832.67 3.877.38	14.000% 14.000%	421.73 377.02	4,254.40 4,254.40	
03/01/2027	3,922.62	14.000%	331.78	4.254.40	
04/01/2027	3,968.38	14.000%	286.02	4,254.40	
05/01/2027	4,014.68	14.000%	239.72	4,254.40	
06/01/2027	4,061.52	14.000%	192.88	4,254.40	
07/01/2027	4,108.90	14.000%	145.50	4,254.40	
08/01/2027 09/01/2027	4,156.84 4,205.34	14.000% 14.000%	97.56 49.06	4,254.40 4,254.40	
11/01/2027	4,203.34	17.000/6	79.00	7,237.40	42,544.00
	182,841.33		72.422.56	255,263.89	255,263.89
	102,071.33		14,744.30	233,203.69	233,203.89

EXHIBIT A-2 EQUIPMENT





specified herein,

Legacy Construction Services Group Inc DBA Pro Playgrounds 1563 Capital Circle SE, #144 Tallahassee, FL 32301

CONTRACTO	PR:	Legacy Cons D.B.A Pro Pla		vices Group	Inc EIN:	27-1850	0232
ADDRESS:	1563	Capital Circl	e SE,# 144	CITY, STAT	TE & ZIP CODE:	Tallah	assee, FL 32301
CONTACT:	Paul	Adrianse		PHONE #:	800-573-7529	FAX#:	(850) 254-7150
TOTAL CON	TRACT	AMOUNT:	\$159,999	•		_	
PROJECT NA	AME:	Eden Hills	Amenity A	rea	AGREEMI	ENT #:	13962
PROJECT AD	DRES	S : 419 Sof	ĩa Lane, Lal	ke Alfred, F	1 33850		
OWNER:		Eden Hill	CDD c/o Jil	l Burns	_		
		Orlando, F			_		
Construction ('Contractor" a ncludes the in	Service and <u>Ec</u> ndividu	Orlando, F made and en- es Group Inc den Hill CDI ual or entity I	1 32801 tered into or D.B.A Pro P D c/o Jill Bu isted above,	laygrounds, <u>rns</u> , identif as well as a	a Florida Corpo fied above herei gents authorize	ration he nafter ref d to act o	1, by and between Legacy reinafter referred to as ferred to as "Owner". Owner on their behalf, Owner may be ee or Agent of Owner.
Construction ("Contractor" (ncludes the in	Service and <u>Ec</u> ndividuner ner of	Orlando, F made and en- es Group Inc len Hill CDI ual or entity I said propert	1 32801 tered into or D.B.A Pro P D c/o Jill Bu isted above,	laygrounds, <u>rns</u> , identil as well as a ntractor, or o	a Florida Corpo fied above herei gents authorize	ration he nafter ref d to act o	reinafter referred to as ferred to as "Owner". Owner on their behalf, Owner may be

NOW THEREFORE, in consideration of the mutual promises and premises herein contained, Owner and Contractor agree to meet and satisfy all terms and conditions in this contract as follows:

Contractor Initial Page 1 of 8 Owner Initial

AND WHEREAS Contractor warrants being qualified and capable of performing and completing the Work



ARTICLE 1 – SCOPE OF WORK

- Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to Install 2x play systems, 1x one bay two cantilever single post swing with belt and bucket seats, 6x benches w backs in-ground, 2x benches with backs, 1x Novice Design Dog Park, 8x portable trash receptacles with liners and dome lids, 1x rectangular 6ft picnic table portable, 1x 3-loop bike rack SM, 50x 8" borders and 1x half ramp at area 1, and 30x 8"borders and 1x half ramp at area 2, 15x pallets of rubber mulch area 1, 10x pallets of rubber mulch area 2, 1x 30x30x12 Hip Shade over play structure, 1x 20x20x8 Hip Shade, 2x 32x16x10 Susp Cantilever Shade at Pool.; hereinafter referred to as the "Work" all in strict accordance with the drawings, plans, estimates, proposals and other documents which are attached hereto as Exhibit(s) and expressly incorporated herein by reference and made a part hereof and hereinafter referred to as the "Contract Documents". Contract documents include:
 - 1. 2D/3D Site Plans.
 - 2. Estimates.
 - 3. Insurance Certificates.
 - 4. Manufactures Warranties.
- 1.2 Contractor shall not be responsible or held liable for any Work or complications that arise by items or conditions outside of the scope of this Agreement. This includes but is not limited to drainage issues, unforeseen conditions, grading and erosion problems, and any and all things outside of the scope of this Agreement.
- Contractor shall complete an excavation permit known as an 811 permit in advance of starting Work as 1.3 required by law. This service is provided by the utility companies to mark out utility lines on the property. On private property, the free 811 services may not be able or be willing to locate all buried utilities. In this instance. Owner may at its discretion and expense choose to hire and utilize a private company for the purpose of locating buried utilities or hazards not detected by the free 811 service and is encouraged to do SO.
- Owner acknowledges Contractor shall not be responsible for any damage to unmarked buried utilities, nor 1.4 shall Contractor repair or pay for the repair of damaged utilities that have not been marked. The term utilities mean any buried object including but not limited to: irrigation lines, water lines, gas lines, electrical lines, data and communication lines, sewer lines, septic tanks, fuel storage tanks or any other buried objects. The term marked means that the entire path of the object has been marked clearly and accurately within 24" of the object on the ground via fluorescent marking paint or flags.
- Contractor shall not be responsible for any unforeseen soil anomalies or differing site conditions, should 1.5 soil abnormalities be encountered, including rock, muck or any other items that may create additional work or installation difficulties, those costs shall be adjusted via a change order. Owner is responsible for all geotechnical investigation.

ARTICLE 2 – PROSECUTION OF THE WORK

- 2.1 Due to the nature of the Scope, Contractor is at the mercy of its suppliers and manufacturer(s). Work cannot begin on any portion of the job until all material and equipment deliveries have been scheduled and confirmed. The items to complete the Work must be furnished and available to do so. Contractor will be in communication with Owner regarding the scheduling and delivery of materials as well as the prosecution of the Work on a regular basis.
- The Contractor expressly understands that time is of the essence of this Agreement and therefore agrees 2.2 to procure and prepare its materials and manufactured products in a timely manner so as to be ready to begin Work as soon as possible. Contractor shall perform all Work required under this Agreement in a

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Owner Initial



diligent and prompt manner and shall proceed and operate in such ways to ensure the continued progression of the project and make all attempts to remain on schedule.

- 2.3 The Work is tentatively scheduled to be completed by 6/4/21. This date is subject to materials and equipment being manufactured in a timely fashion that will allow Contractor to complete installation by said date. This date is subject to change based on these conditions. The estimated duration of the Work from start to finish is 14-18 days.
- 2.4 Not all Work will require a permit, for Work that does require a permit, the permitting process and responsibilities of Contractor and Owner shall be determined as follows:

	Contractor shall be responsible for acquiring necessary permits for this project.
	Owner, Prime/General Contractor or other third party shall be responsible for acquiring necessary permits for this project.
	Owner shall be responsible for the costs of all permits and related drawings and requirements.
\boxtimes	Contractor shall be responsible for the costs of all permits and related drawings and requirements.

ARTICLE 3 – WORKMANSHIP

- 3.1 Work shall be executed in accordance with this Agreement and/or the Contract Documents. All Work shall be done in a good and Workmanlike manner. All materials shall be furnished in sufficient quantities to facilitate the progress of the Work and shall be new unless otherwise stated in this Agreement and/or the Contract Documents. The Contractor warrants that all materials furnished thereunder meet the requirements of this Agreement and/or the Contract Documents and implicitly warrants that they are both merchantable and for the purposes for which they are intended to be used.
- 3.2 Should any items, Work or portions thereof be delayed, damaged or altered by anyone other than Contractor, its employees or subcontractors, hereinafter referred to as "Others"; Owner shall hold those parties accountable for any loss or damages incurred as a result. Contractor shall not be held liable for any damages or costs incurred by Owner as a result of Others and may hold Others liable for its own costs or losses shall the be incurred.
- 3.3 Contractor agrees that it and its employees and subcontractors will maintain a professional appearance and conduct themselves in a professional manner at all times when Working.
- 3.4 The Contractor agrees it shall be responsible for the prevention of accidents to itself, its employees and applicable subcontractors engaged upon or in the vicinity of the Work.

ARTICLE 4 – PREMISES

- 4.1 Contractor agrees to keep the premises and other project areas reasonably clean of debris and trash resulting from the performance of Contractor's Work. Contractor will also make efforts to highlight and block off potentially hazardous areas or obstacles present on the premises during the construction process in compliance with regulations.
- 4.2 Owner has the right at any time to visits the premises to check on progress or for purposes of communication; however, Contractor must be notified of such visits to ensure the safety of the visitor(s), also these visits must not severely interfere with the progress of Work. Owner shall defend, indemnify and hold harmless Contractor and its directors, officers, employees, agents, stockholders, affiliates, subcontractors and customers from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to bodily injury occurring while on the premises by Others before completion of the Work.

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Contractor Initial	uu

Owner Initial



4.3 Contractor agrees to make all efforts to prevent damage to existing property on the premises. Should Owner suspect that Contractor or its employees or subcontractors have caused damage to Owners property; Owner shall notify Contractor of those damages in writing and request curing of said damages

	property dam shall not be r	urs of their occurrence. Contractor agrees to rectify, repair or pay for the repair of any nage for which it or its employees or subcontractors are directly responsible for. Contractor esponsible for any event outside of Contractor's control that results in damage to Owners uding inclement weather, acts of God, theft, vandalism, damage by Others, etc.			
		ARTICLE 5 – INSURANCE AND BONDING			
5.1	Contractor warrants that it maintains insurance(s) that will protect Contractor and its employees and some instances Owner from claims under Workers compensation acts and for claims from damages may result from or arise out of Contractor's operations during construction; whether such operation by Contractor or anyone directly or indirectly employed by Contractor. Contractor warrants that it currently carries the following insurance(s) and stated insurance(s) and coverage(s) are documented Contract Documents:				
	1.	Comprehensive General Liability Insurance with the following limits: a) Bodily Injury and Death - \$2,000,000/occurrence; \$2,000,000/aggregate b) Property Damage - \$2,000,000/occurrence; \$2,000,000/aggregate			
	2.	Worker's Compensation & Employers Liability with the following limits:			
		a) Each Accident - \$1,000,000b) Disease - \$100,000/employee; \$500,000/policy limit			
		State of Florida Workers Compensation Exemption			
	3.	Commercial Automobile Insurance with the following limits:			
		 a) Bodily Injury - \$1,000,000/person; \$1,000,000/accident b) Property Damage - \$1,000,000/accident c) Personal Injury Protection (PIP) - \$10,000/person 			
5.2	from Contract	nall not provide any form of bonding for this Work. Should Owner request any form of bond tor that is not included in this Agreement or the Contract Documents, Owner shall pay the bonds in full.			
		ARTICLE 6 – CHANGES IN THE WORK			
6.1	Both Owner and Contractor, without having invalidated this Agreement, may request changes to the Work scheduled to be performed as stated in this Agreement and/or within the Contract Documents consisting of additions, deletions or other revisions, hereinafter referred to as a "Change Order". Request(s) by either Owner or Contractor to make change(s) to the Work scheduled to be performed shall be subject to the discretion and acceptance of both parties.				
6.2	All Change O	rders shall be made using AIAG701-2001 Change Order or similar form.			
6.3	Change Order(s), whether requested and completed by Contractor or Owner must be acknowledged by both Owner and Contractor, agreed upon by both Owner and Contractor and signed by both Owner and Contractor to be valid. Change Order(s) can only be signed by Contractor and Owner. Any Change				

Order(s) signed by individuals or representatives other than Contractor or Owner, unless specifically named in this Agreement and/or the Contract Documents will be invalid.

6.4 Approved Change Orders(s) will be considered as an amendment and/or revision to this Agreement and/ or the Contract Documents but shall not invalidate this Agreement. Approved Change Order(s) may alter the total contract sum of this Agreement and/or the Contract Documents either as an increase or a decrease in cost depending upon the nature of the revision. Contractor agrees to provide documentation of this alteration to the total contract sum and bill accordingly. Owner agrees to verify documentation of

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Contractor Initial	uu



all alterations to the total contract sum to its satisfaction and pay accordingly. All payments for change orders are subject to the payment terms in Article 9 of this document.

6.5 Generally, all items that have been furnished to the Property for the purpose of completing the Work are non-returnable and nonrefundable unless the request arises as a result of an error by the Contractor. Return policies for items are at the discretion of the manufacturers and suppliers and not the Contractor. Should Owner wish to return items it has purchased that have been furnished, ordered or are in production, and should manufacture or supplier allow Owner to do so, Owner shall bear the burden and all costs associated with doing so as set forth by the supplier or manufacturer. Such costs may include return shipping, restocking fees or any other fees or charges determined by the manufacture or supplier.

ARTICLE 7 - DEPOSITS

- 7.1 Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to complete all Work described and contained in this Agreement and/or the Contract Documents.
- 7.2 Contractor warrants that monies received for the performance of this contract, be they in the form of deposits or progress payments shall be used for labor, materials and procurement thereof entering into this Work and said monies shall not be diverted to satisfy obligations of the Contractor on other contracts or other financial obligations not related to the terms and conditions specific to this Agreement and/or the Contract Documents.
- 7.3 Owner shall provide Contractor with the following necessary deposit(s) to procure all required manpower, labor, supervision, tools, equipment, materials, permits and all other things necessary or required to complete all Work described and contained in this Agreement and/or the Contract Documents. Contractor shall provide Owner with a written request for such deposits and such requests shall serve as records if fulfilled. If Owner is obligated to provide Contractor with a deposit for services or goods, no Work shall be scheduled, and no goods shall be ordered until time at which said deposit has been received unless otherwise specified in this Agreement.

_	required to complete all Work described and contained in this Agreement and/or within the Contract Documents.
	Owner shall provide Contractor with a deposit for 50% of the cost of all goods and materials to complete all Work described and contained in this Agreement and/or within the Contract Documents.

Owner shall provide Contractor with a deposit for 100% of the cost of all goods and materials

Owner shall provide Contractor with a deposit in the amount of \$ of the cost of all goods and materials required to complete all Work described and contained in this Agreement and/or within the Contract Documents.

ARTICLE 8 - OWNER INSPECTION AND ACCEPTANCE

- As the Work or portions thereof are completed in accordance with this Agreement and/or in the Contract Documents; Owner shall at its earliest convenience inspect the Work completed by Contractor and confirm that it conforms to descriptions and promises contained in this Agreement and/or the Contract Documents. Owner shall promptly make arrangements to pay Contractor for completed Work that is in compliance per the terms and conditions of Article 9 of this Agreement.
- 8.2 If Owner inspects Contractor's completed Work or portions thereof and believes that the Work completed is not in conformance to this Agreement or the Contract Documents, Owner shall notify Contractor in writing of the alleged non-conforming Work within 10 days of the Work being completed.
- 8.3 Owner agrees it will provide Contractor with photos of the claimed deficiencies, a itemized written list of the alleged non-conforming Work and what actions it believes are necessary to bring those items into compliance.

Contractor Initial	aa		David Field	0
Contractor initial _			Page 5 of 8	Owner Initial 🔎
		1-800-573-7529	www.proplaygrounds.com	



- 8.4 Upon receipt of the list and photos of the alleged non-conforming Work; Contractor shall have thirty (30) days to dispute, provide a plan to cure or repair and rectify the non-conforming Work at Contractor's expense should the claims be valid. Contractor shall document all efforts to cure all non-conforming Work via photographical evidence and written documentation and provide this documentation to the Owner in a timely manner.
- 8.5 All completed Work or portions thereof that are not in dispute for compliance shall be subject to the payment terms of Article 9 of this Agreement. Owner shall not withhold payment for any portion of the Work, or percentage thereof that is compliant as a means of insurance, security or as a cure to other portions of the Work that are noncompliant or under dispute thereof.

ARTICLE 9 - PAYMENT

- 9.1 As Work is completed in compliance with this Agreement and the representations contained herein; Owner shall make necessary preparations for payments due to Contractor in accordance with this Agreement; Change of Work Order(s) and/or the Contract Documents.
- 9.2 Contractor shall submit draw/payment requests to Owner as Work commences and is completed. All draw requests shall be submitted to Owner on AlAG702–1992, Application and Certificate for Payment **OR** via other traditional invoicing methods.
- 9.3 All outstanding and undisputed balances for goods and materials, Change of Work Order(s), labor or any other premise described in this Agreement, or the Contract Documents is due to Contractor within 30 days of invoicing. Failure by Owner to make payment to Contractor for any and all outstanding balances owed as stated and agreed upon in this Agreement, any outstanding Change Orders and/or the Contract Documents shall result in all outstanding balances being subject to penalty interest, that shall accrue at the maximum legal rate per month or 1.5%; whichever is greater, beginning 10 days after missed, late or partial payment. Owner shall be responsible for any costs related to attorneys' fees, court fees or other measures taken to collect on unpaid balances.
- 9.4 Owner shall not withhold any retainage from Contractor for undisputed Work or portions thereof.
- 9.5 If, through no fault of its own, Contractor is unable to continue Work, the schedule is changed, or Work is delayed or because of Owner or other individuals acting for or on behalf of Owner, then Owner shall promptly pay Contractor in full within 30 days of receiving invoice from Contractor for any Work completed, labor and materials furnished on the project, subject to the payment terms and conditions in Article 9 of this Agreement.
- 9.6 All materials and items furnished become the property of the Owner upon their delivery to the Property. Owner shall be responsible for the security and insurance of said items. All furnished items are eligible for billing and payment pursuant to the terms of this agreement regardless if they have been permanently affixed, installed or incorporated into a structure.
- 9.7 Should Owner refuse to accept delivery of products on site, Owner shall bear all costs with reconsignment, shipping, storage or return of those products.

ARTICLE 10 - RELEASE OF LIENS

- 10.1 Contractor reserves the right to lien on all real property where materials and/or labor are furnished in relation to this Agreement and/or the Contract Documents in the event of delayed payment, nonpayment or underpayment.
- 10.2 Contractor shall supply Owner with a partial lien wavier for all deposits and progress payments made to Contractor by Owner.
- 10.3 Contractor agrees to provide Owner with a final and full lien waiver within ten (10) days of receiving final payment from Owner.

ARTICLE 11 – WARRANTIES

Contractor Initial QQ		_\B
Contractor Initial	Page 6 of 8	Owner Initia
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- 11.1 Contractor warrants and guarantees its Work to the full extent as required by the Contract Documents or anywhere in this Agreement. Contractor shall at its expense make good any faulty, defective, improper or non-conforming portions of the Work discovered within one (1) year of the date of completion of the project or within such longer period as may be provided for in the Contract Documents or anywhere in this Agreement. The extension of this warranty does not include issues that would arise as a result of acts outside of Contractor's control such as inclement weather, acts of God, vandalism, theft, normal wear and tear, Owner alterations, damage by others, etc.
- 11.2 Warranty claims for rubber surfacing shall not be honored or enforceable if damage is a result of corrosive materials contaminating the surfacing, including but not limited to: sand, debris, dirt, bleach, chlorine, fuels, caustics.
- 11.3 If any portion of the Work was completed by Others then Contractor shall not be required to warranty those portions of the Work. As such, should a deficiency in the Work of Others create a deficiency in the Work of Contractor, then Others shall be held liable by the Owner and Contractor for the deficiency.
- 11.4 Some warranty claims may be the responsibility of a manufacturer(s) or supplier(s) and not a result of Contractor's actions such as undetected manufacturing defects or equipment that develops defects as a result of normal use during a specific time period. Contractor shall furnish Owner with all manufacturer(s) and supplier(s) written guarantees and warranties covering equipment and materials furnished in this Agreement and/or the Contract Documents and shall assist Owner in the process of any warranty claims related to such equipment.
- 11.5 All warranties become null and void if the project is not paid for in full.

ARTICLE 12 - DISPUTE RESOLUTION

- 12.1 Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by any other party or its successors or assigns may be brought and determined exclusively in the Court of Leon County in the State of Florida or, if under applicable Law exclusive jurisdiction over such matter is vested in the federal courts, any court of the United States located in the State of Florida, and each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts and agrees that it will not bring any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof in any court other than the aforesaid courts.
- Subject to the limitations as otherwise set forth in this Agreement, if an action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

ARTICLE 13 – SEVERABILITY

13.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

ARTICLE 14 - MISCELLANEOUS ADDITIONS AND PROVISIONS

14.1			onditions set forth in this Agreement and/o ees to and/or acknowledges the following:	r in the Contract Documents,
	1. 2.			
	3.			
Cont	ractor Initial	aa	Page 7 of 8	Owner Initial

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14.2	In addition to the terms and conditions set forth in this Agreement and/or in the Contract Documents, Owner also warrants, agrees to and/or acknowledges the following:					
	1.		agrees to send the deposit are sit at this time to allow the		1 0 1	
	2.			1 3	•	
	3.					
IN WI	TNESS W	HEREOF,	the parties hereto have exec	uted this Agree	ment on this the $21s$	t day of <u>December</u> , <u>2021</u> .
	CONT	RACTOR:	Legacy Construction Services Group Inc.	OWNER:	Eden Hill CDD c/o Jill Burns	
	Alana Adrianse			<u> </u>		
	(Signature of Contractor)		(Signature	e of Owner)		
	Name/Title: Alana Adrianse, President		Name/Title: Jill Burns		District Manager	
	Legacy 1563 C	-	ction Services Group Inc. cle SE, #144	Address of Eden Hill c/o Jill Bu 219 E. Li Orlando,	<u>CDD</u> a <u>rns</u> vingston St.	



Pro Playgrounds 8490 Cabin Hill Road Tallahassee, FL 32311

Quote

Date	Estimate #
11/22/2021	13962

The Play & Recreation Experts

Eden Hills Amenity Area

Heath Construction & Management

Customer / Bill To

Attn: Greg Jones

346 E Central Avenue

Project Name







ORERS AS	URERS AS	URERS AT
Ship To		
Lake Alfred, Fl	33850	

WE WILL BEAT ANY PRICE BY 5%!

Winter Haven FL 3	3880				WE WILL BEAT ANY	PRICE BY 5%!
Item	Desci	ription	Qt	у	Cost	Total:
21-QS-PKP010N CPE	Custom Playground Unit Fort Moccasin w Integrated			1	13,499.00 24,650.00	13,499.00 24,650.00
	Shade 211201-JB-1-CR0				24,650.00	24,050.00
AGREED AND ACCEPTED: If the above total price, scope of work, specifications, terms and conditions are ac sign below indicating your acceptance and authorization for Pro Playgrounds to p with the work and/or sales transaction described in this quotation. Upon signature payment in accordance with this quote, Pro Playgrounds will proceed with the work			oceed and	Subtot Sales 1	al: Fax: (7.0%)	
sales transaction. Signature	Name / Tit	/ le Date	/	Total:		

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.



Pro Playgrounds 8490 Cabin Hill Road Tallahassee, FL 32311

Quote

Date	Estimate #
11/22/2021	13962

The Play & Recreation Experts

Project Name

Eden Hills Amenity Area

IPEMA CERTIFIED ASTM F1282





Customer / Bill To

Attn: Greg Jones

Heath Construction & Management

346 E Central Avenue Winter Haven FL 33880

Ŀ	Ship To
	Lake Alfred, FI 33850

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Item	Description	Qty	Cost	Total:
QS-20-PSW120	PSW120WS-1 Bay 2 Cantilevers - Frame with Hangers, 1 Bay Belt Seat Package, 1 Bay Bucket Package	1	1,365.48	1,365.48
Shipping	Combined Shipping and Freight Charges	1	3,360.00	3,360.00
21-SD303012IG	**SHADE** 30x30x12' Height -INGROUND - WITH GLIDE- SQUARE	1	14,071.43	14,071.43
ENGDRAW	Engineered Drawings for Permitting 30x30x12	1	1,080.00	1,080.00
CSSD	Custom Shade Design-Suspended Cantilever 32x16x10	2	13,206.00	26,412.00
ENGDRAW	Engineered Drawings for Permitting 32x16x10	1	1,080.00	1,080.00
21-SD202008IG	20x20x8' Height -INGROUND - WITH GLIDE- SQUARE	1	8,749.39	8,749.39
ENGDRAW	Engineered Drawings for Permitting 20x20x8	1	1,080.00	1,080.00
Shipping	Combined Shipping and Freight Charges	1	2,470.00	2,470.00
	SITE FURNISHINGS			
21-B6WBULS	6' UltraLeisure- Standard Bench with Back, In-Ground Mount	6	498.00	2,988.00
21-B6WBULSM	6' UltraLeisure- Standard Bench with Back, Surface Mount (for dock area)	2	498.00	996.00
21-TR32	32 Gallon Regal Standard Trash Receptacle, Receptacle Only	8	411.00	3,288.00

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

		, ,
ignature	Name / Title	Date

Subtotal:

Sales Tax: (7.0%)

Total:

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

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3



The Play & Recreation Experts

Pro Playgrounds 8490 Cabin Hill Road Tallahassee, FL 32311

Quote

Date	Estimate #
11/22/2021	13962

Project Name

Eden Hills Amenity Area







Customer / Bill To
·

Attn: Greg Jones
Heath Construction & Management
346 E Central Avenue
Winter Haven FL 33880

Ship To	
Lake Alfred, FI 33	3850

BEST PRICE

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ltem	Description	Qty	Cost	Total:
21-MSBR3-SM	Wave Bike Rack, 3-Hump, Surface Mount	1	682.00	682.00
CLR	Colors:BLACK			0.00
21-LINER 32-BL	Plastic Liner - Black Color	8	70.00	560.00
21-DOME32 BL	Plastic Dome Top for 32 Gallon Receptacles - Black Color	8	161.00	1,288.00
Shipping	Combined Shipping and Freight Charges	1	1,560.48	1,560.48
	SURFACING MATERIALS			
RMSKGS-UCBLK	Ground Smart - Natural Black Uncoated Playground Mulch - 2000lb Super Sack	25	328.00	8,200.00
APS-Border 8	APS-Border 8 - 8" Border Timber With Spike - Black	80	27.00	2,160.00
APS-ADAHalfRa	APS-ADAHalfRamp - ADA Half Ramp - Black	2	445.00	890.00
Shipping	Combined Shipping and Freight Charges	1	2,594.17	2,594.17
	DOG PARK			
21-BARK-NVKIT	NOVICE BARKPARK KIT, 4 PIECES	1	4,803.74	4,803.74
21-PBARK-490	PET WASTE STATION - SQUARE RECEPTACLE, INGROUND (color choice: blue or green) (Choose	1	422.00	422.00
	sign option)			
Shipping	Combined Shipping and Freight Charges	1	1,059.50	1,059.50
	LABOR, MATERIALS, INSTALLATION			
	LABOR, MATERIALS, INSTALLATION			

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

/	/	

Signature Name / Title Date

Total:

Subtotal:

Sales Tax: (7.0%)

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

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Pro Playgrounds 8490 Cabin Hill Road Tallahassee, FL 32311

Quote

Date	Estimate #
11/22/2021	13962

The Play & Recreation Experts

Project Name

Eden Hills Amenity Area

Heath Construction & Management

Customer / Bill To

Attn: Greg Jones

346 E Central Avenue

Winter Haven FL 33880







ORERS AS	ORERS AS	URERS AS
Ship To		
Lake Alfred, Fl	33850	

BEST PRICE

WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
LBR	Labor and Installation play equipment, playground shade, Pool Shade, site furnishings, borders and surfacing, dog park	1	21,474.81	21,474.81
FBLOCK	Footer Blocks	75	2.00	150.00
RMC	Ready Mix Concrete 2500 PSI MIN	25	195.00	4,875.00
RBAR5	No. 5 Rebar	600	1.25	750.00
CC80	Concrete for Anchoring - Delivered Cost	75	8.40	630.00
GFAB	Weed Barrier	3,500	0.20	700.00
LPIN	Landscape pins for securing underlayment	2	55.00	110.00
ISPERMIT	PERMIT - STATE OF FLORIDA - COST NOT INCLUDED IN PRICE, COST SHALL BE \$2000 OR 5% OF TOTAL PROJECT COST, WHICHEVER IS GREATER. PRICE DOES NOT INCLUDE COST OF ENGINEERING OR SEALED DRAWINGS.		2,000.00	2,000.00

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

Signature Name / Title Date

Subtotal:	\$159,999.00
Sales Tax: (7.0%)	\$0.00
Total:	\$159,999.00

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

B

PLAYGROUND EQUIPMENT

- 30' X 30' X 12' Square Hip Shade Structure
- Ditch Plains Play System- PKP010
- 1-Bay- 2 Cantilevers Single Post Swing- PSW120
- 20' X 20' X 8' Square Hip Shade Structure

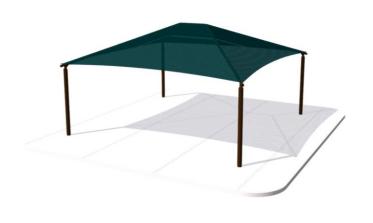
- 6' Rectangle Picnic Table
- 3 Hump Wave Bike Rack
- (8) X 32- Gal Expanded Metal Standard Trash Receptacle
- (6) X 6' Standard Bench with Back

PLAYGROUND INFORMATION

HIP **SHADE SQUARE STRUCTURE**

Model: Square-Hip-End

Quantity: 1 Size: 30' X 30' Entry Height: 12'



DITCH PLAINS PLAY SYSTEM

SKU: PKP010 Quantity: 1

Use Zone: 27' 1" X 34' 11" Age Group: 2 to 12 Years



1 BAY- 2 CANTILEVERS **SINGLE POST SWING**

SKU: PSW120 Quantity: 1



HIP **SQUARE SHADE STRUCTURE**

Model: Square-Hip-End

Quantity: 1 Size: 20' X 20' Entry Height: 8'



6' RECTANGLE PICNIC TABLE

Quantity: 1



3 HUMP WAVE BIKE RACK

Quantity: 1



32-GAL EXPANDED METAL STANDARD TRASH RECEPTACLE

Quantity: 8



6' STANDARD BENCH WITH **BACK**

SKU: B6WBRCS Quantity: 6



PRO PLAYGROUNDS

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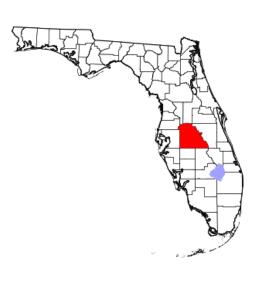
1-800-573-PLAY www.proplaygrounds.com

PROJECT NAME:

EDEN HILLS **AMENITIES AREA**

ADDRESS:

LAKE ALFRED, FL 33850



REVISION:

DRAWN BY: MM

DATE: 12.06.2021

SHEET 1 OF 6



DOG PARK AND PLAYGROUND EQUIPMENT

- NOVICE Course- BARK-NVKIT
- Recycled Pet Waste Station- PBARK-433
- (2) X Sit and Stay Bench- PBARK-940S-P6
- Fort Moccasin Play system with Integrated Shade- KS128
- (2) X 32' X 16' Suspended Cantilever Shade structure

DOG PARK AND PLAYGROUND INFORMATION

NOVICE COURSE

Model: BARK-NVKIT

Items: Rover Jump Over-Paws Table- Doggie Crawl-

Hoot Jump Quantity: 1



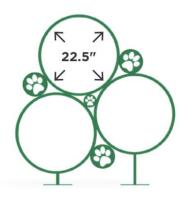
Rover Jump Over



Paws Table



Doggie Crawl



Hoot Jump

RECYCLED PET WASTE STATION

Model: PBARK-433

Quantity: 1

Use Zone: 29.25" X 27.25"



SIT & STAY BENCH

Model: PBARK-940S-P6

Quantity: 2



FORT MOCCASIN PLAY SYSTEM

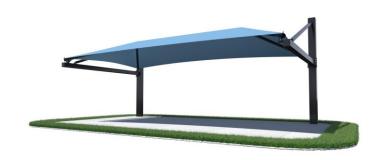
SKU: KS128 Quantity: 1

Use Zone: 36' X 34'
Age Group: 5 to 12 Years



SUSPENDED CANTILEVER

Model: SUCA
Quantity: 2
Size: 32' X 16'
Entry Height: 10'





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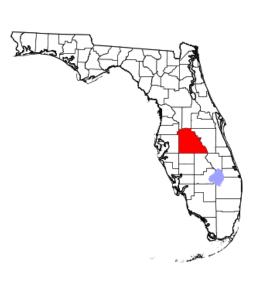
1-800-573-PLAY www.proplaygrounds.com

PROJECT NAME:

EDEN HILLS AMENITIES AREA

ADDRESS:

LAKE ALFRED, FL 33850



REVISION:

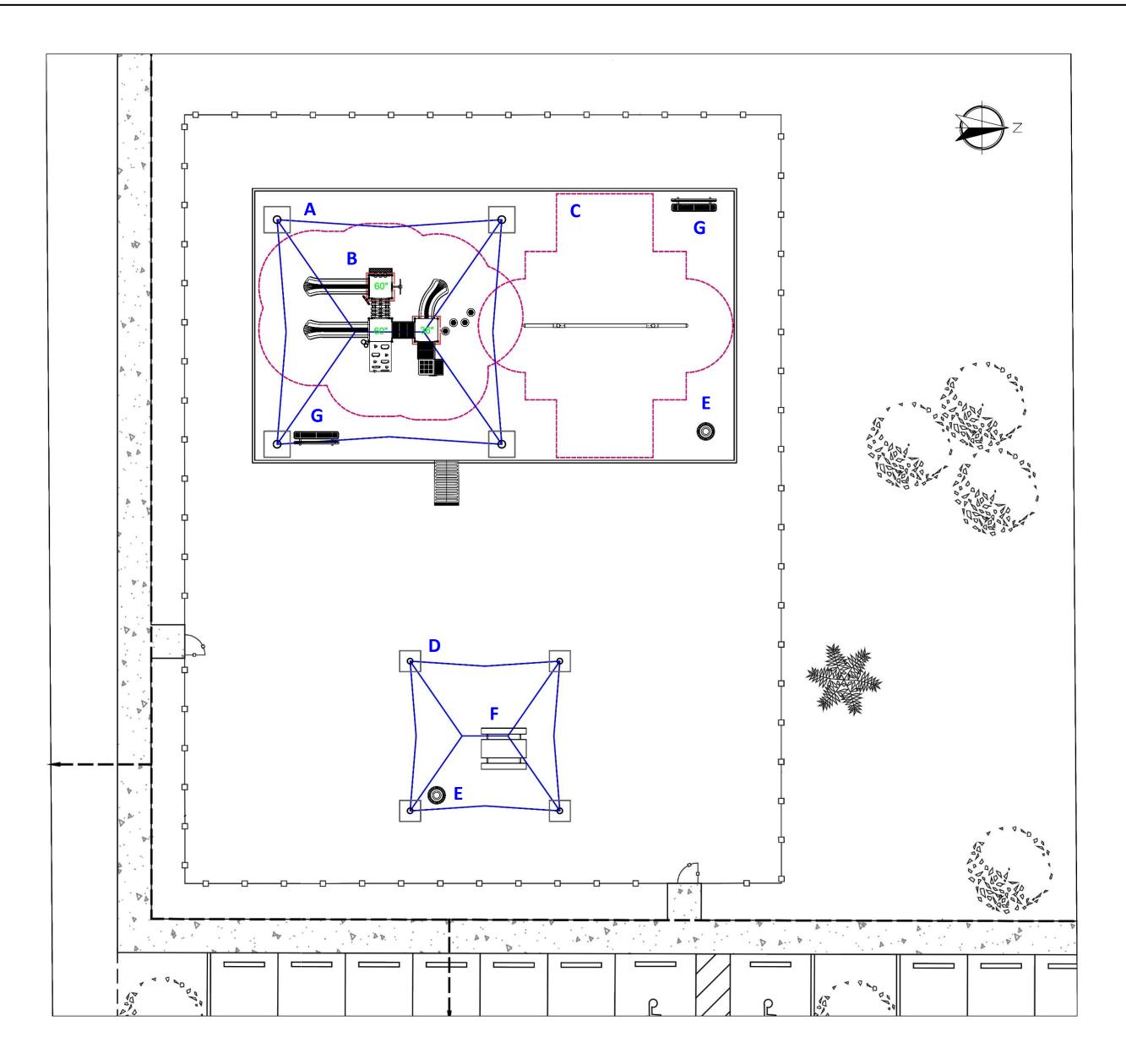
2

DRAWN BY: MM

DATE: 12.06.2021

SHEET 2 OF 6





PLAYGROUND EQUIPMENT

- 30' X 30' X 12' Square Hip Shade Structure (A)
- Ditch Plains Play System- PKP010 (B)
- 1-Bay- 2 Cantilevers Single Post Swing- PSW120 (C)
- 20' X 20' X 8' Square Hip Shade Structure (D)

- (2) X 32- Gal Expanded Metal Standard Trash Receptacle (E)
- 6' Rectangle Picnic Table (F)
- (2) X 6' Standard Bench with Back (G)



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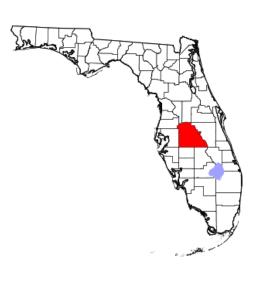
1-800-573-PLAY www.proplaygrounds.com

PROJECT NAME:

EDEN HILLS AMENITIES AREA

ADDRESS:

LAKE ALFRED, FL 33850



TOTAL SURFACING AREA: 2,304 SQ.FT. (64' X 36')

REVISION:

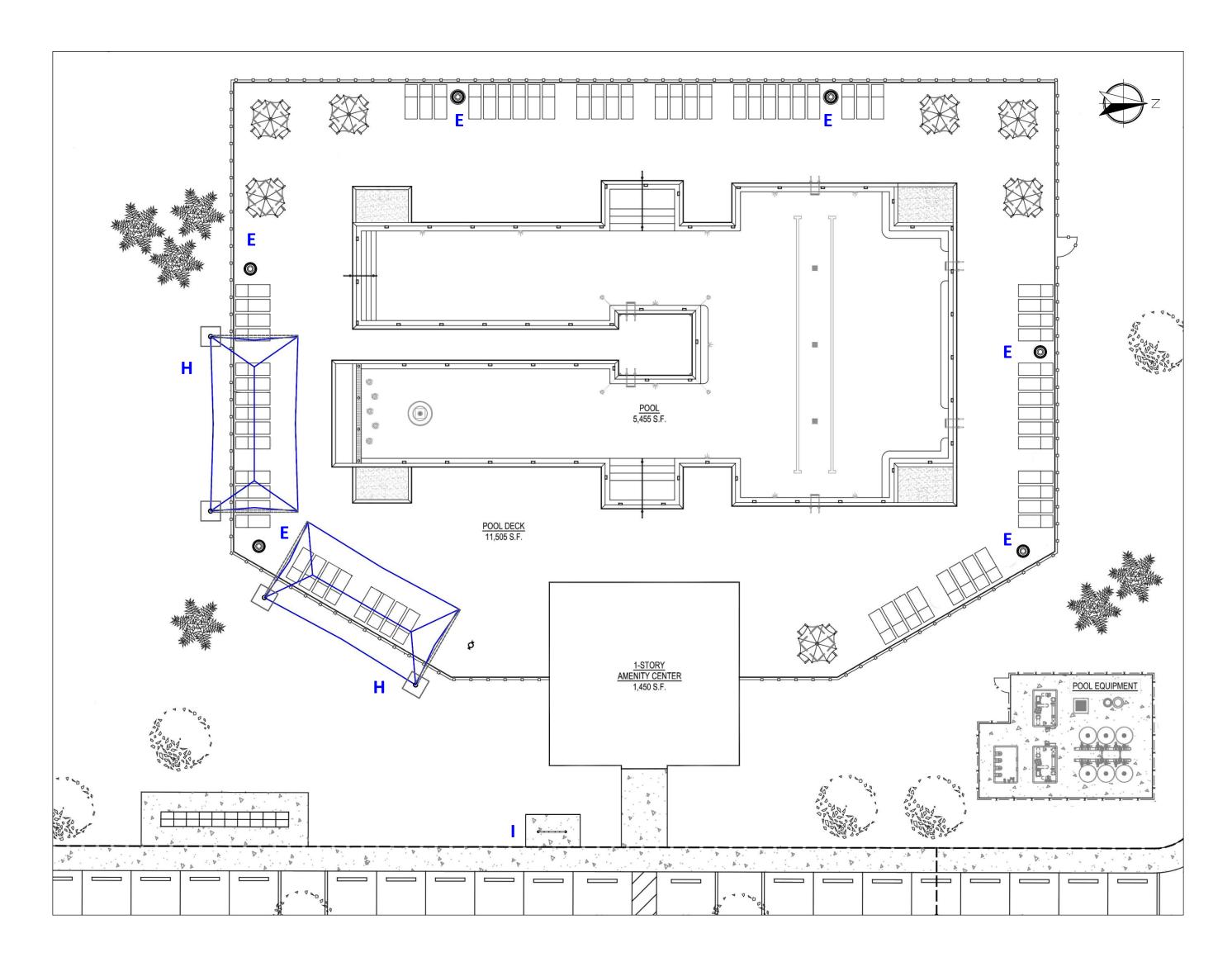
2

DRAWN BY: MM

DATE: 12.06.2021

SHEET 3 OF 6

B



POOL AREA EQUIPMENT

- (2) X 32' X 16' Suspended Cantilever Shade structure (H)
- (6) X 32- Gal Expanded Metal Standard Trash Receptacle (E)
- 3 Hump Wave Bike Rack (I)



ProPlaygrounds, The Play and Recreation Experts

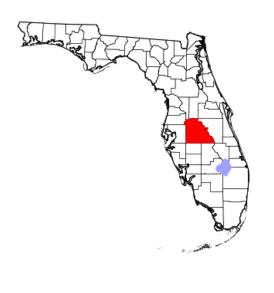
1-800-573-PLAY www.proplaygrounds.com

PROJECT NAME:

EDEN HILLS AMENITIES AREA

ADDRESS:

LAKE ALFRED, FL 33850



REVISION:

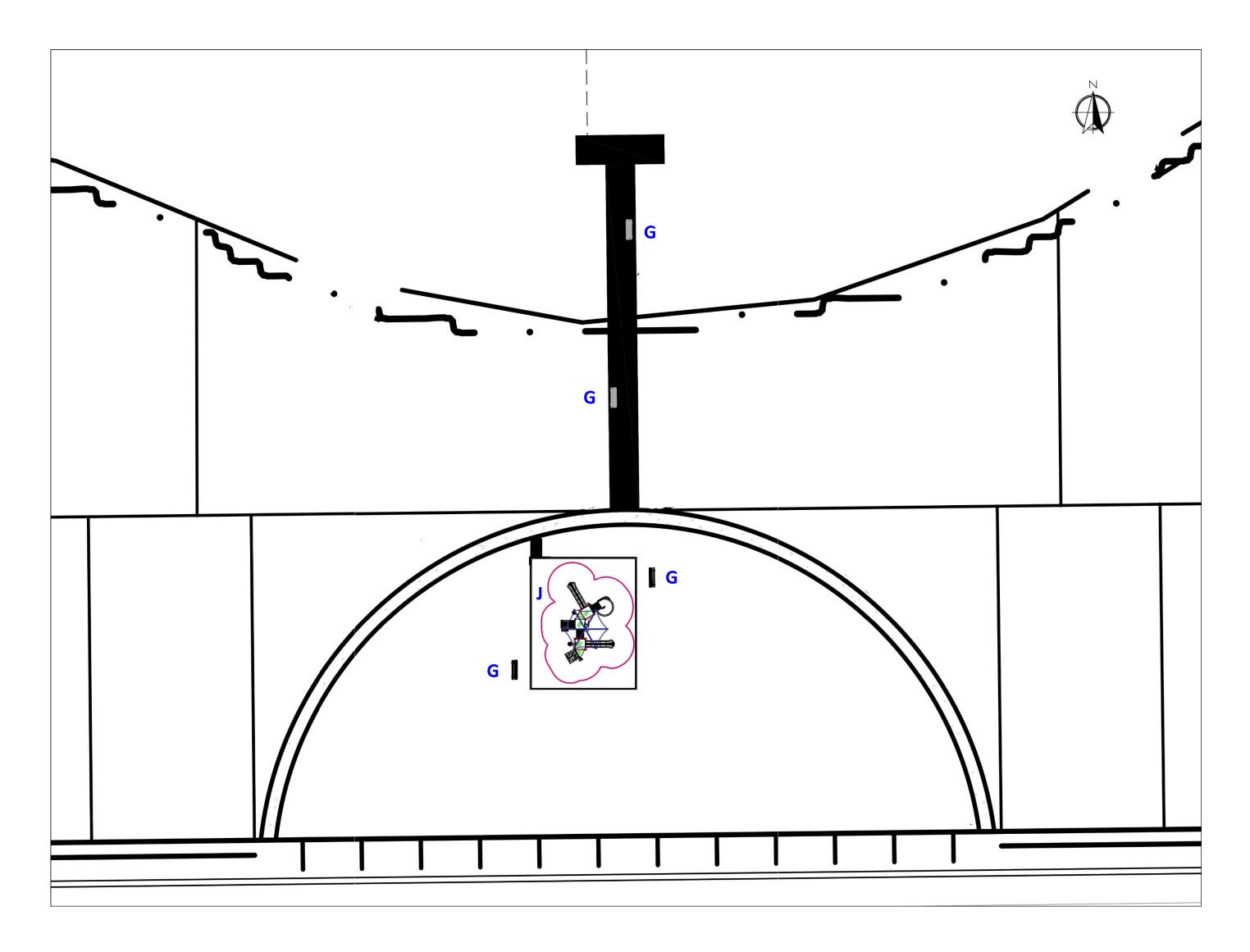
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DRAWN BY: MM

DATE: 12.06.2021

SHEET 4 OF 6





PLAYGROUND EQUIPMENT

- Fort Moccasin Play system with Integrated Shade- KS128 (J)
- (4) X 6' Standard Bench with Back (G)



ProPlaygrounds, The Play and Recreation Experts

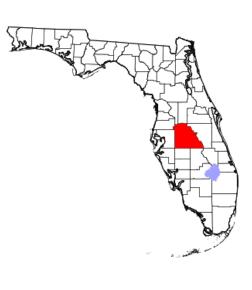
1-800-573-PLAY www.proplaygrounds.com

PROJECT NAME:

EDEN HILLS AMENITIES AREA

ADDRESS:

LAKE ALFRED, FL 33850



TOTAL SURFACING AREA: 1,280 SQ.FT.

(32' X 40')

REVISION:

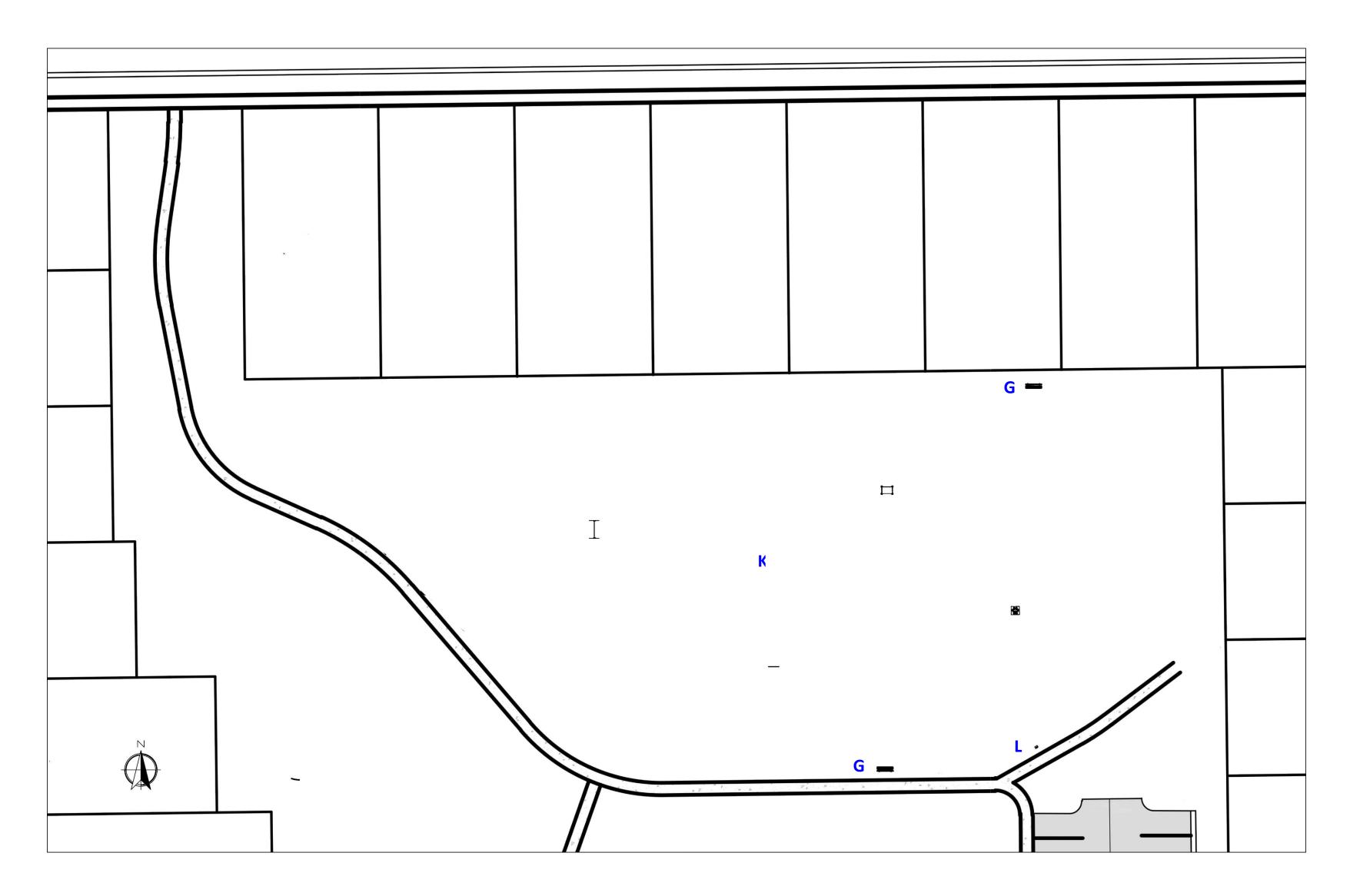
2

DRAWN BY: MM

DATE: 12.06.2021

SHEET 5 OF 6





DOG PARK EQUIPMENT

- NOVICE Course- BARK-NVKIT (K)
- Recycled Pet Waste Station- PBARK-433 (L)
- (2) X Sit and Stay Bench- PBARK-940S-P6 (G)



ProPlaygrounds, The Play and Recreation Experts

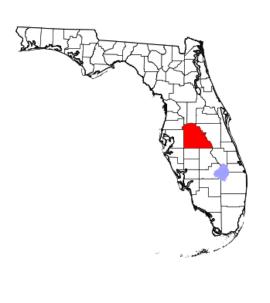
1-800-573-PLAY www.proplaygrounds.com

PROJECT NAME:

EDEN HILLS AMENITIES AREA

ADDRESS:

LAKE ALFRED, FL 33850



REVISION:

2

DRAWN BY: MM

DATE: 12.06.2021

SHEET 6 OF 6

B

EXHIBIT B

ACCEPTANCE CERTIFICATE

Park Lake Property Management, Inc.

2045 San Marcos Drive Winter Haven, FL 33880

Re: Schedule of Property No. 1, dated September 21, 2022, to Pool Furniture and Playground Equipment Lease/Purchase Agreement, dated as of September 21, 2022, between Park Lake Property Management, Inc., as Lessor, and the Eden Hills Community Development District, as Lessee.

Ladies and Gentlemen:

10/10/2022

In accordance with the Pool Furniture and Playground Equipment Lease/Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- 1. All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.
- 2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- 3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.
- 4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date:	10/10/2022	
		LESSEE: Eden Hills Community Development District
		By Kennie Heath
		Title Chairman

EXHIBIT C

CERTIFICATE

The undersigned, a duly elected Chairman of the Board of Supervisors of the Eden Hills Community Development District, certified as follows:

- A. The following listed persons are duly elected and acting officials of the
- B. Eden Hills Community Development District, as Lessee (the "Officials") in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof.
- B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Pool Furniture and Playground Equipment Lease/Purchase Agreement dated as of September 21, 2022 and the Schedule(s) thereunder and all future Schedule(s) (the "Agreements") by and between Lessee and Park Lake Property Management, Inc., and these Agreements are binding and authorized Agreements of Lessee, enforceable in all respects in accordance with their terms.

Name of Official Rennie Heath	Title Chairman	Signature Kunnie Heath
Dated10/10/2022		Jill Burns
		District Manager (Jill Burns)
	(Seal)	

The signer of this Certificate cannot be listed above as authorized to execute the Agreements.

SECTION X



Certified Public Accountants PL

600 Citrus Avenue Suite 200 Fort Pierce, Florida 34950

772/461-6120 // 461-1155 FAX: 772/468-9278

September 25, 2022

Eden Hills Community Development District Governmental Management Services, LLC 6200 Lee Vista Boulevard, Suite 300 Orlando, FL 32822

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Eden Hills Community Development District, (the "District"), which comprise governmental activities and each major fund as of and for the year ended September 30, 2022, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2022 and thereafter if mutually agreed upon by Eden Hills Community Development District and Berger, Toombs, Elam, Gaines & Frank.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but Is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

The Responsibilities of the Auditor

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

• Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.



- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified public Accountants.



The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

- 1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
- 2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
- 3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

- To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
- 2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
- 3. To provide us with:
 - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline:



- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

- 1. That management has fulfilled its responsibilities as set out in the terms of this arrangement letter; and
- 2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of Eden Hills Community Development District's financial statements. Our report will be addressed to the Board of Eden Hills Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the of Eden Hills Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with George Flint. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.



Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2022 will not exceed \$2,975 unless the scope of the engagement is changed, the assistance which of Eden Hills Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by of Eden Hills Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for of Eden Hills Community Development District, of Eden Hills Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



Information Security - Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Eden Hills Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. of Eden Hills Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Eden Hills Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Because Berger, Toombs, Elam, Gaines & Frank will rely on of Eden Hills Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, Eden Hills Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Eden Hills Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and of Eden Hills Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this engagement letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this engagement letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.



Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Diegue Joonbo Glam Xaines + Frank

BERGER, TOOMBS, ELAM, GAINES & FRANK J. W. Gaines, CPA

Confirmed on behalf of the addressee:

Rennie Heath Chairman

December <u>12</u>, <u>2022</u>



Judson B. Baggett MBA, CPA, CVA, Partner Marci Reutimann

↑ 6815 Dairy Road Zephyrhills, FL 33542

) (813) 788-2155

Report on the Firm's System of Quality Control

To the Partners October 30, 2019 Berger, Toombs, Elam, Gaines & Frank, CPAs, PL and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs. Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of pass.

Bassett, Beutinam & associates, CPAs PA BAGGETT, REUTIMANN & ASSOCIATES, CPAS, PA

ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS, ELAM, GAINES AND FRANK AND EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT (DATED SEPTEMBER 25, 2022)

<u>Public Records</u>. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

GMS-CF, LLC 6200 LEE VISTA BLVD, SUITE 300 ORLANDO, FL 32822 TELEPHONE: 407-841-5524

EMAIL: JBURNS@GMSCF.COM

Auditor: J.W. Gaines

By:

Title: Director

Date: September 25, 2022

District: Eden Hills CDD

By: Kennie Heath

Title: Chairman

Date: December 12, 2022

SECTION XI

CONTRACT AGREEMENT

This Agreement made and entered into on Tuesday, December 6, 2022 by and between the Eden Hills Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Marsha M. Faux, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

- Section 197.3632 Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District
 may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the
 Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement
 providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance,
 incurred as a result of such inclusion.
- 2. The parties herein agree that, for the 2023 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Eden Hills Community Development District.
- 3. The term of this Agreement shall commence on January 1, 2023 or the date signed below, whichever is later, and shall run until December 31, 2023, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
- 4. The Special District shall meet all relevant requirements of Section 197,3632 & 190.021 Florida Statutes.
- 5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2023 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 14, 2023.** The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
- 6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than**Friday, September 15, 2023. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2023 tax roll.
- 7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2023 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before**Friday, September 15, 2023 for processing within the Property Appraiser budget year (October 1st September 30th).
- 8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
- 9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

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

EXECUTED By:	Marsha M. Faux, CFA, ASA Polk County Property Appraiser
Special District Representative	By:
JIII Burns	March. Jamp
Print name	11/0000
Potnot Manager 123.23	Marsha M. Faux, Property Appraiser
Title Date	

SECTION XII



Marsha M. Faux, CFA, ASA POLK COUNTY PROPERTY APPRAISER 2023 Data Sharing and Usage Agreement

EDEN HILLS CDD

This Data Sharing and Usage Agreement, hereinafter referred to as "Agreement," establishes the terms and conditions under which the EDEN HILLS CDD, hereinafter referred to as "agency," can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in FS 119.071.

As of July 1, 2021, the Florida Public Records Exemptions Statute was amended as it relates to the publicly available records maintained by the county property appraiser and tax collector. As a result, exempt (aka confidential) parcels and accounts have been added back to our website and FTP data files. No owner names, mailing addresses, or official records (OR) books and pages of recorded documents related to these parcels/accounts, appear on the Property Appraiser's website or in FTP data files. In addition, the Polk County Property Appraiser's mapping site has been modified to accommodate the statutory change. See Senate Bill 781 for additional information.

For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality.

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages owned by individuals that have received exempt / confidential status, hereinafter referred to as "confidential data," will be protected as follows:

- 1. The agency will not release confidential data that may reveal identifying information of individuals exempted from Public Records disclosure.
- 2. The agency will not present the confidential data in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
- 3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
- 4. The **agency** shall ensure any employee granted access to **confidential data** is subject to the terms and conditions of this Agreement.
- 5. The **agency** shall ensure any third party granted access to **confidential data** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying information is released.

The term of this Agreement shall commence on January 1, 2023 and shall run until December 31, 2023, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew. A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

POLK COU	NTY PROPERTY APPRAISER	EDEN HILLS	S CDD
Signature:	Marche Famp	Signature:	gel Bun
Print:	Marsha M. Faux CFA, ASA	Print:	Jill Burns
Title:	Polk County Property Appraiser	Title:	District Manager
Date:	December 1, 2022	Date:	1.23.23

Please email the signed agreement to pataxroll@polk-county.net.

SECTION XIII

SECTION C

Eden Hills CDD

Field Management Report



02/15/2023

Marshall Tindall

Field Services Manager

GMS

Complete

Hurricane Review

- Post storm review was completed.
- Main damage was to vinyl perimeter fence.
- Most of the street signs were pushed over a little.
- Water levels in ponds were high but did not appear to have flooded into the streets.



Complete

Landscaping

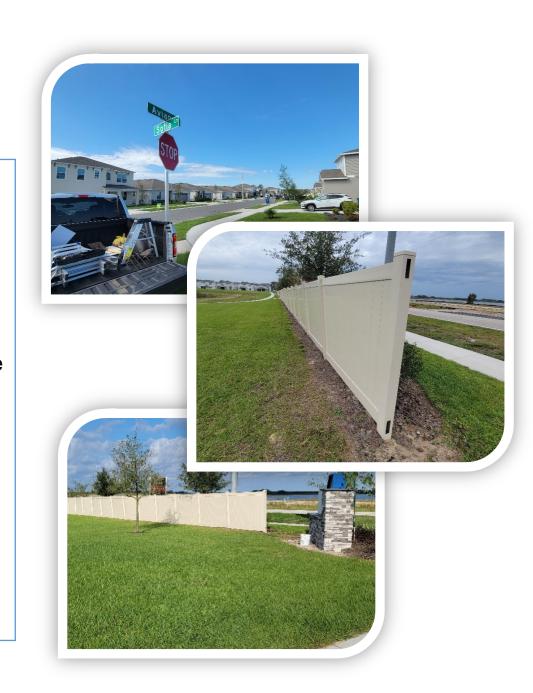
- Landscaping work is good.
- Grass has mowing has been maintained, and planters have been kept neat and clean.
- A mulch proposal has been prepared for the entrances and perimeter wall.
- A contract addendum has been prepared to expand the scope into part of phase 2.



Complete

Hurricane Repairs and Cleanup

- Leaning street signs were straightened.
- Downed street blades were collected and reinstalled.
- Fence repairs have been completed.



In Progress

Amenity Planning

- Coordinating with Spectrum for internet service.
- Planning for standard maintenance vendor proposals as amenity moves towards completion.



Well line repair

- Well is being inspected and split line is being repaired.
- Working to get repaired asap.



In Progress

Phase 2 Landscaping

- Phase 2 progress was reviewed.
- Landscaper has submitted a contract for proposal-ready tracts in phase 2.
- Conversation has been opened with Spectrum on internet infrastructure planning.



Site Items

Mailbox Lighting

A proposal has been prepared for consideration adding a solar light at mailboxes for supplementary lighting.





Site Items

Hogs

- Significant hog activity has been identified along the south western corner of phase 1.
- Gathering proposals from trappers for discussion.



Upcoming

Pond contracts

 Assessing ponds -Gathering proposals to maintain ponds.





Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-346-2453 or by email at mtindall@gmscfl.com. Thank you.

Respectfully,

Marshall Tindall

SECTION 1



Pro	posal
110	JUSAL

Date: 10/14/2022 Work Order #3946

PO #

Customer:		

Property:

Eden Hills 104 Sofia Lane Lake Alfred, FL 33850

Mulch

Mulch for the front wall and entrances

Mulch

Mulch

ItemsQuantityUnitPine Bark Mulch Install40.00cuyd

PROJECT TOTAL: \$2,403.99

Terms & Conditions

Special Instructions/Remarks: Floralawn, Inc. is not responsible for any damage to driveways or walk that are in poor condition prior to start of work. Floralawn will also not be responsible for any damage to septic tanks or underground utilities that are not previously identified by the Owner or marking service.

We hereby propose to furnish labor and materials, complete in accordance with the above specifications for the sum of: ----- (\$2,403.99), with payments to be made as follows: 50% deposit to begin job with the balance due upon completion.

Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Ву		By
	Casey Hallman	
Date	10/14/2022	Date
	Floralawn	Eden Hills

SECTION 2

Proposal #246



Governmental Management Services

Maintenance Services

Bill To/District:	Prepared By:
Eden Hills CDD	Governmental Management Services, LLC
	219 E. Livingston Street
	Orlando, FL 32801
Job name and	d Description

Eden Hills CDD – Solar lights for Mailboxes

- Proposal is for delivery and installation of 1 solar lights. Location shown is approximate. Final placement may be adjusted on site.

Qty	Description	Unit Price	Line Total
	Labor & Mobilization		\$427.50
	Materials		\$275.00
		Total Due:	\$702.50



SECTION 3

SECTION (a)

Commando Pest Control & Trappers 2469 Brewerton Ln Orlando, FL 32824

407-415-4909

ESTIMATE



Eden Hills CDD 219 East Livingston Street Orlando, FL 32801 Service Address

Eden Hills CDD Please see google drop pin in notes

Lake Alfred, FL 33850

Estimate # 5095
Estimate Date 12/07/2022

Estimate Total \$3,200.00

Item	Description	Cost	Quantity	Total
ONE TIME	SERVICE	\$3,200.00	1	\$3,200.00

30 days hog trapping service

30 days unlimited about of hogs caught. If nothing is caught in 30 days and would like to continue service, will be at a discounted rate.

No guarantees

Terms

We agree to apply chemicals to control the above-names pests in accordance with the terms and conditions of this service agreement. All labor and materials will be furnished to provide the most efficient pest control and maximum safety required by federal, state, and city regulations.

Subtotal	\$3,200.00
Tax	\$0.00
Estimate Total	\$3,200.00

SECTION (b)



Wild Pig Removal

When "This Little Piggy" Has to GO!

We are proud to be a part of the solution for our area's wild hog problem.



BUSINESS PROPOSAL



WHAT ARE FERAL SWINE

Feral swine are the same species, Sus scrofa, as pigs that are found on farms. Feral swine are descendants of escaped or released pigs. Feral swine are called by many names including; wild boar, wild hog, razorback, piney woods rooter, and Russian or Eurasian boar. No matter the name they are a dangerous, destructive, invasive species. History of feral swine in the Americas Feral swine were first brought to the United States in the 1500s by early explorers and settlers as a source of food. Repeated introductions occurred thereafter. The geographic range of this destructive species is rapidly expanding and its populations are increasing across the nation.

Feral Swine Destroy Property

Feral swine can destroy lawns, gardens, ornamental plantings, and trees through rooting. They can also damage landscaping, fences, and other structures reducing the aesthetic value of the property. Although most often associated with rural areas, feral swine are increasingly causing damage to residential property, golf courses, beaches, and parks. Furthermore, feral swine can cause considerable damage when involved in vehicle collisions such as with cars and motorcycles.

Feral swine cause great risks to human health and safety, by harboring and transmitting diseases to people and pets Feral swine are known to carry at least 30 viral and bacterial diseases and nearly 40 parasites that can be transmitted to humans, pets, livestock, and other wildlife.



There are a variety of techniques that can be used to manage the damage caused by feral swine.

Not all techniques are suitable in every location or situation and, often, a combination of methods must be used to ensure success.



The most successful feral swine damage management strategies employ a diversity of tactics in a comprehensive, integrated approach. Factors to consider when choosing a management method(s) are overall objectives, landscape, environmental conditions, feral swine behavior and density, local regulations, and available funding. The appropriate method or combination of methods for the situation can be determined by utilizing the best information available which can be gathered from surveillance of damage and signs of feral swine on a specific property. Their reproduction rate is just off the charts, A female can have her firts litter at 7 months old and she can have around 12. Fifty percent of those would normally be female and these hogs can have up to three litters a year.

Proposal

Prepared For: Marshall Tindall Job Name: Eden Hills CDD

Job Location: Lake Alfred

Starting Date: End Date:

We propose to furnish all materials and perform all abor necessary to complete the following:

Hunt and trap all feral hogs possible using state-of-the art GPS camera systems, night vision, trained K9's, and any other means necessary to control and eliminate the feral hog population. We DO NOT use any type of firearms to ensure the safety of residents and any other/all people around. Property and traps are monitored 24/7 via GPS/Mobile Cameras along with a representative of the company being onsite 2 to 4 times a week minimum to help eliminate and control the hog population onsite.

We have provided our services with great success to several properties throughout Hillsborough, Pasco, and Manatee County. Which include the following subdivisions and county preserves Panther Trace 1-2, River Reach, Carriage Pointe HOA/CDD, Tanglewood CDD, Belmount CDD, Concord Station CDD, Lower Green Swamp Preserve, Bell Creek Preserve, BlackWater Creek Preserve, Boyete Oak Scrub, and Menard Park, Reserve of Pradera CDD, Ballantrae CDD, Bexley CDD, Triple Creek CDD, Fishhawk Preserve, FishHawk Trails HOA, Wilderness Park CDD, Meadow Point CDD, JayMar Farms, Diehl Farms, Goodson Farms, Bickett Groves, Simmons Ranch, Double D Ranch, and Hillsborough County Parks and Recreations to name just a few

We specialize in hog removal with 15 years of experience. We take pride in being discreet (out of sight out of mind). We set the standards high in controlling the feral hog population. The purpose of this proposal is to assist the HOA/CDD, Property Management, and landowners in controlling feral hogs which cause tremendous and costly property damage as well as pose a serious health and safety risk to humans and other animals. We will continue to work efficiently and effectively using an integrated approach to remove feral hogs from the approved properties.

Our monthly service fee of \$ 1650 per month. All service includes capturing feral hogs by any means necessary with the exception of firearms of any kind, camera set up and monitoring, bait to contain and capture the hogs in traps to prevent further property damage endured by the feral hogs. Extended contracts for 1 year or more are offered at a discounted rate. There is a set up or removal fee of \$385 per trap location.



ANY AND ALL ILLEGAL ACTIVITY ON THE PROPERTY WILL BE REPORTED TO THE PROPERTY MANAGER ALONG WITH APPROPRIATE AUTHORITES.

We are fully licensed and insured by the State of Florida to remove all nuisance wildlife and have the Feral Swine Transport License as well. We strive to provide the best service at a reasonable cost. Our team have all been background checked. Never to have been convicted of a felony, or misdemeanor within the last five years

Under no circumstance shall this contract be superseded by any other terms or conditions other than stated agreement. Any alterations or deviation from the above specifications involving extra cost of material or labor will be executed, and will become an extra cost.

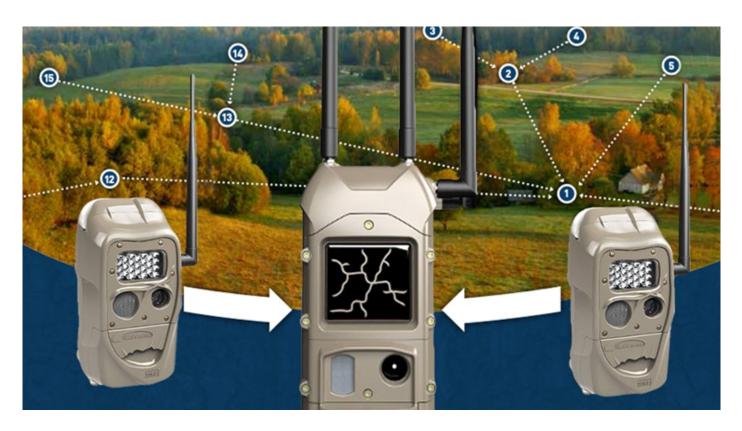
By signing this contract, you acknowledge the term to be Month to Month. If you choose to terminate this contract prior to the month term, you will still be billed for the remaining month there are no prorated fees. Upon termination of contract a 30-day written notice needs to be sent. All One-year or other contracts will continue unless a notice to end Service is submitted by signing this contract, you are agreeing to all terms and conditions.

By signing this contract, you provide authorization for Swine Solutions LLC to set traps and Hunt feral Hogs. Swine Solutions LLC and his agents are authorized to set traps as he sees fit on the areas throughout the Land within Boundaries of said propriety where hog damage may occur.

Approved By:	
Respectfully Submitted By:	_Thomas Sewell

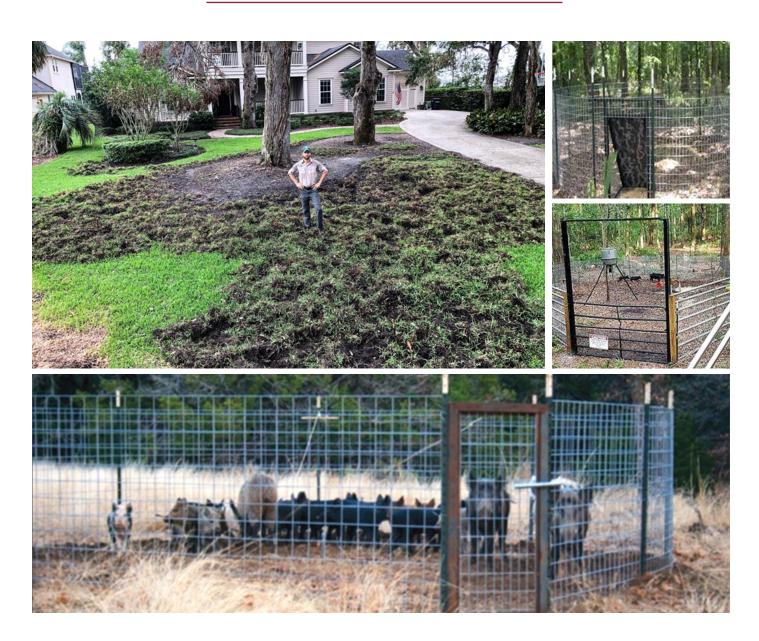
Wireless Cameras allow us to monitor entire property and all active traps.

Here at Swine Solutions, we strive to be the best. We guarantee our work in the communities. We have a 100% success rate. We have worked all over central Florida to help communities remove the hog population and eliminate the damage they cause. We carry 2 million in liability and 500k in commercial auto insurance. We use state of the art cameras and traps. Look no further my friend. We are simply the best. Please consider Swine Solutions for all your feral hog needs.





Here at Swine Solutions we use several different kinds of traps. Round traps, Square Traps, and Corral Style Traps. These traps are mobile



These traps are mobile





BUSINESS PROPOSAL

12013 Rose Ln Riverview, FL 33569 Office: 813-365-2568 Call: 813-220-5878 Email: Thomas@swinesolutionsfl.com SwineSolutionsFL.com

SECTION 4



734 South Combee Road Lakeland, FL 33801

863-668-0494 - Phone 863-668-0495 - Fax

www.floralawn.com

Eden Hills Phase 2

% Marshall Tindall Government Management Services-CFL 219 E Livingston Street Orlando, FL 32801 **January 19, 2023**Proposal valid for 60 days

We sincerely appreciate the opportunity to propose how Floralawn can help enhance the quality of your landscape. Our proposal includes integrating a custom maintenance plan to meet the needs and demands of your property while considering service expectations and community budget.

We hereby propose the following for your review:

Landscape Management

Service	Monthly	Yearly
Landscape Maintenance Completed Areas	\$3,730	\$44,760

Service	Monthly	Yearly
Landscape Maintenance Seeded Areas (Maintained when areas have germinated)	\$1,600	\$19,200

Service	Price
One Time Roadway Clean-up	\$450

^{*}All Prices included are from the map provided via email. Clubhouse and future landscape areas are not included in the pricing above.

Scope of Services

Turf Care

Mowing

Rotary lawn mowers will be used with sufficient power to leave a neat, clean, and uncluttered appearance <u>40 times</u> per calendar year (Floratam) and <u>40 times</u> per calendar year (Bahia) depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season <u>April through October</u> and every other week during the non-growing season or as needed <u>November through March</u>.

Trimming

Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by a string trimmer. When string trimming, a continuous cutting height will be maintained to prevent scalping.

Edging

All turf edges of walks, curbs, and driveways shall be performed every mowing (40 times per year). A soft edge of all bed areas will be performed every other mowing (20 times per year). A power edger will be used for this purpose. A string trimmer may be used only in areas not accessible to a power edger.

Fertilization

Bahia turf areas may be fertilized and treated with insect/disease control at an additional cost that is outside of the scope of work for this contract.

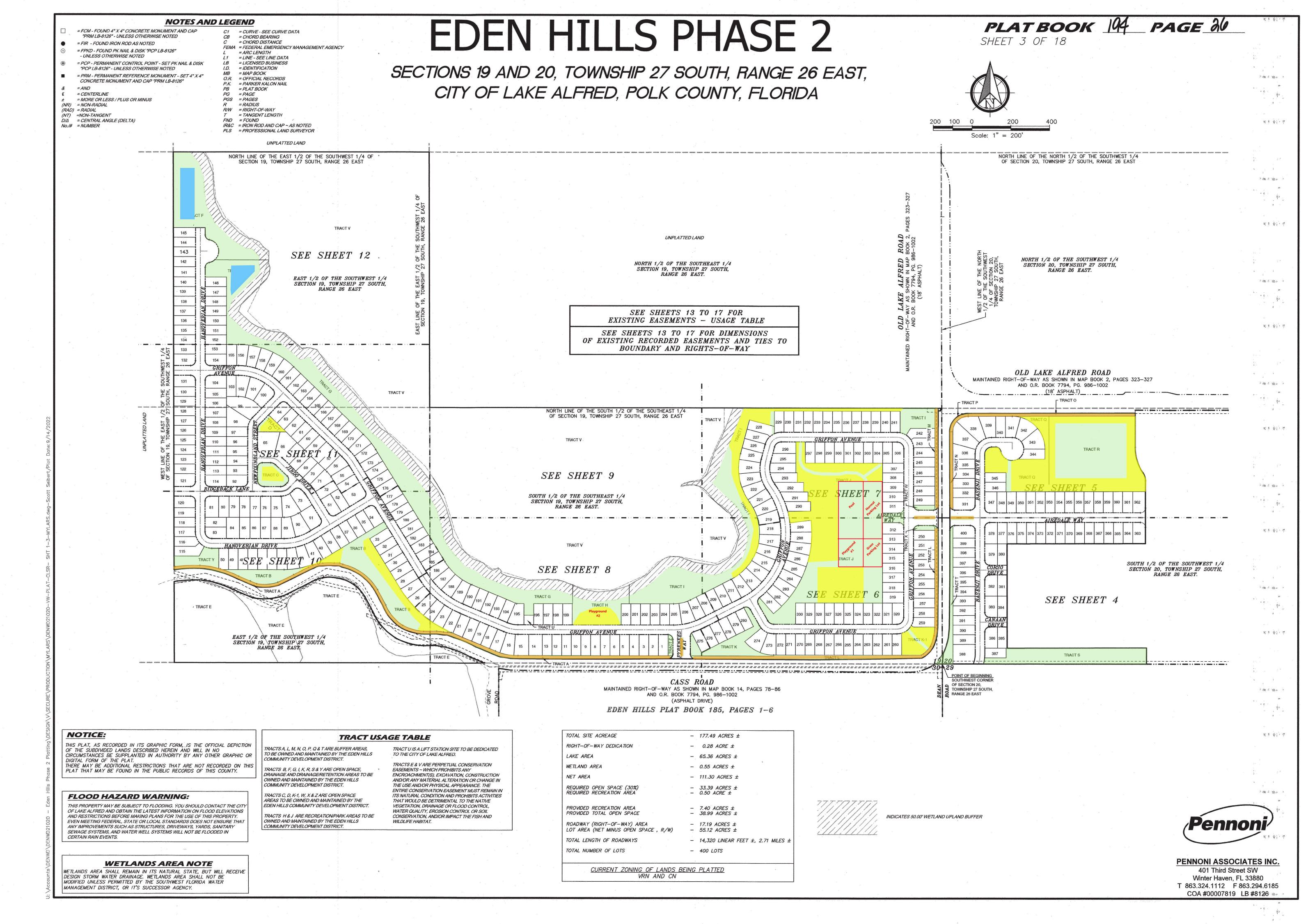
Miscellaneous

Clean-Up

All non-turf areas will be cleaned with a backpack or street blower to remove debris created by the landscaping process. All trash shall be picked up throughout the common areas before each mowing 42 times per year. Construction debris or similar trash is not included. Trash shall be disposed of offsite.

Optional Items & Additional Services

- 1. Landscape design & installation
- 2. Sodding and/or Seeding
- 3. Annual flower bed design & installation
- 4. Mulching
- 5. Thin & prune trees over 10' in height
- 6. Prune Palms over 15' of clear trunk
- 7. New plant installation
- 8. Leaf clean-up
- 9. Pump Maintenance
- 10. Pump repair & installation



SECTION D

SECTION 1

Eden Hills Community Development District

Summary of Check Register

October 1, 2022 through December 31, 2022

Fund	Date	Check No.'s	Amount
General Fund			
	10/13/22	199-200	\$ 251.72
	10/28/22	201-203	\$ 91,751.18
	11/2/22	204-209	\$ 14,585.51
	11/23/22	210	\$ 4,254.40
	12/5/22	211-216	\$ 23,744.23
	12/29/22	217-219	\$ 8,919.28
		Total Amount	\$ 143,506.32

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 2/01/23 PAGE 1
*** CHECK DATES 10/01/2022 - 12/31/2022 *** GENERAL FUND

*** CHECK DATES 10/01/2022 - 12/31/2022 *** GI	ANK A GENERAL FUND			
CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT# S	VENDOR NAME SUB SUBCLASS	STATUS	TRUOMA	CHECK AMOUNT #
10/13/22 00029 9/19/22 2175176 202208 310-51300-3	31100	*	110.00	
ENGINEER SERVICES-AUG 22	DEWBERRY ENGINEERS INC.			110.00 000199
10/13/22 00031 8/15/22 14389 202207 320-53800-4 IRRIGATION REPAIR - JUL22	47300	*	141.72	
TARIGATION REPAIR - UULZZ	FLORALAWN			141.72 000200
10/28/22 00022 9/30/22 00049241 202209 310-51300- NOT OF MEETING DATES FY23	48000	*	330.51	
NOT OF MEETING DATES F123	CA FLORIDA HOLDINGS, LLC			330.51 000201
10/28/22 00035 12/04/21 41187 202112 300-20700-1 EOUIP & MATERIAL-50%DEPST	10200	*	11,421.17	
2	PATIO 2000, INC.			11,421.17 000202
10/28/22 00034 12/21/21 2694 202112 300-20700-1 AMENITY AREA PROJECT-50%	20200	*	79,999.50	
AMENIII ANDA INCODELI-50 6	PRO PLAYGROUNDS			79,999.50 000203
11/02/22 00009 10/03/22 87386 202210 310-51300-5 SPECIAL DISTRICT FEE FY23	54000	*	175.00	
	DEPARTMENT OF ECONOMIC OPPORTUNIS	TY		175.00 000204
11/02/22 00031 9/01/22 14629 202209 320-53800-4 LANDSCAPE MAINT - SEP 22	46200	*	1,912.00	
10/01/22 15004 202210 320-53800-4 LANDSCAPE MAINT - OCT 22	46200	*	1,912.00	
10/04/22 15196 202208 320-53800-4 IRRIGATION RPR - AUG 22	47300	*	122.56	
10/10/22 15272 202209 320-53800-4 IRRIGATION REPAIRS-SEP 22		*	85.05	
11/01/22 15506 202210 320-53800-4 LANDSCAPE MAINT - NOV 22	46200	*	1,912.00	
11/02/22 00008 10/01/22 49 202210 320-53800-1	FLORALAWN			5,943.61 000205
11/02/22 00008 10/01/22 49 202210 320-53800-1 FIELD MANAGEMENT - OCT 22	12000	*	625.00	
	GOVERNMENTAL MANAGEMENT SERVICES			625.00 000206
11/02/22 00023 10/06/22 4320 202209 310-51300-3 GEN COUNSEL/MTHLY MEETING	31500	*	591.00	
GEN COUNSEL/MINEI MEETING	KE LAW GROUP, PLLC			591.00 000207
11/02/22 00036 10/01/22 10012022 202210 330-53800-4 EOUIPMENT LEASE - OCT 22	48600	*	4,254.40	
	PARK LAKE PROPERTY MANAGEMENT, INC	С		4,254.40 000208

NRUIZ EDEN EDEN HILLS

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 2/01/23 PAGE 2
*** CHECK DATES 10/01/2022 - 12/31/2022 *** GENERAL FUND

*** CHECK DATES	10/01/2022 - 12/31/2022 *** GENERAL BANK A G	FUND GENERAL FUND			
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT# SUB SU	IBCLASS			CHECK AMOUNT #
11/02/22 00026	10/11/22 4651961 202210 300-15500-10000 1% ADMIN FEE		*	1,851.34	
	10/11/22 4651962 202210 300-15500-10000 1% ADMIN FEE	COUNTY DEODEDAY ADDRAICED	*	1,145.16	
	FOLK	COUNTI PROPERTI APPRAISER			2,996.50 000209
11/23/22 00036	11/17/22 11172022 202211 330-53800-48600 EQUIPMENT LEASE - NOV 22		*	4,254.40	
	PARK	LAKE PROPERTY MANAGEMENT, INC			4,254.40 000210
12/05/22 00029	6/15/22 2133646 202205 310-51300-31100 STORMWATER NEEDS ANALYSIS		*	2,215.00	
	8/26/22 2161624 202207 310-51300-31100 STORMWATER NEEDS ANALYSIS		*	430.00	
	DEWBE	ERRY ENGINEERS INC.			2,645.00 000211
12/05/22 00031	12/01/22 15916 202212 320-53800-46200 LANDSCAPE MAINT - DEC 22 FLORA 12/05/22 VOID 202212 000-00000-00000		*	1,912.00	
	FLORA	ALAWN			1,912.00 000212
12/05/22 99999	12/05/22 VOID 202212 000-00000-00000		C C	.00	
	VOID CHECK ***	****INVALID VENDOR NUMBER****			.00 000213
12/05/22 00008	9/15/22 47 202210 310-51300-31700 ASSESSMENT ROLL CERT-FY23 10/01/22 48 202210 310-51300-34000 MANAGEMENT FEES - OCT 22 10/01/22 48 202210 310-51300-35200		*	5,000.00	
	10/01/22 48 202210 310-51300-34000		*	3,154.42	
	10/01/22 48 202210 310-51300-35200		*	100.00	
	WEBSITE MANAGEMENT-OCT 22 10/01/22 48 202210 310-51300-35100		*	150.00	
	INFORMATION TECH - OCT 22 10/01/22 48 202210 310-51300-31300		*	500.00	
	DISSEMINATION SVCS-OCT 22 10/01/22 48 202210 310-51300-51000 OFFICE SUPPLIES		*	.09	
	10/01/22 48 202210 310-51300-42000		*	1.71	
	POSTAGE 11/01/22 50 202211 310-51300-34000		*	3,154.42	
	MANAGEMENT FEES - NOV 22 11/01/22 50 202211 310-51300-35200		*	100.00	
	WEBSITE MANAGEMENT-NOV 22 11/01/22 50 202211 310-51300-35100		*	150.00	
	INFORMATION TECH - NOV 22 11/01/22 50 202211 310-51300-31300 DISSEMINATION SVCS-NOV 22		*	500.00	

EDEN EDEN HILLS NRUIZ

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 2/01/23 AP300R

*** CHECK DATES 10/01/2022 - 12/31/2022 *** GEN BAN	VERAL FUND VK A GENERAL FUND	raib, com other ender	REGIDIER RON	2/01/23	TAGE 5
CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT# SU		NAME ST	ATUS	AMOUNT	CHECK AMOUNT #
11/01/22 50 202211 310-51300-51 OFFICE SUPPLIES	1000		*	.06	
11/01/22 50 202211 310-51300-42 POSTAGE	2000		*	1.14	
11/01/22 51 202211 320-53800-12 FIELD MANAGEMENT - NOV 22	2000		*	625.00	
FIELD MANAGEMENT - NOV 22	GOVERNMENTAL MANAG	EMENT SERVICES			13,436.84 000214
12/05/22 00023 11/10/22 4741 202210 310-51300-31	1500		*	1.496.00	
GEN.COUNSEL/MTHLY MEETING	KE LAW GROUP, PLLC				1,496.00 000215
12/05/22 00036 11/17/22 11172022 202211 300-15500-10 EOUIPMENT LEASE - DEC 22	0000		*	4,254.39	
EQUITMENT HEASE - DEC 22	PARK LAKE PROPERTY	MANAGEMENT, INC			4,254.39 000216
12/29/22 00008 12/01/22 53 202212 310-51300-34 MANAGEMENT FEES - DEC 22	1000		*	3,154.42	
12/01/22 53 202212 310-51300-35 WEBSITE MANAGEMENT-DEC 22	5200		*	100.00	
12/01/22 53 202212 310-51300-35 INFORMATION TECH - DEC 22	5100		*	150.00	
12/01/22 53 202212 310-51300-31 DISSEMINATION SVCS-DEC 22	1300		*	500.00	
12/01/22 53 202212 310-51300-51 OFFICE SUPPLIES			*	.21	
12/01/22 53 202212 310-51300-42 POSTAGE			*	25.75	
12/01/22 54 202212 320-53800-12			*	625.00	
FIEDD PANAGERENT - DEC 22	GOVERNMENTAL MANAG	EMENT SERVICES			4,555.38 000217
12/29/22 00023 12/12/22 5114 202211 310-51300-31 GEN.COUNSEL/MTHLY MEETING	L500		*	109.50	
	KE LAW GROUP, PLLC				109.50 000218
12/29/22 00036 12/22/22 12222022 202212 300-15500-10	0000		*	4,254.40	
	PARK LAKE PROPERTY	MANAGEMENT, INC			4,254.40 000219
		TOTAL FOR BANK A	1	43,506.32	
		TOTAL FOR REGISTER	1	43,506.32	

PAGE 3

EDEN EDEN HILLS NRUIZ

SECTION 2

SECTION (a)

Community Development District

Unaudited Financial Reporting

September 30, 2022



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General Fund Debt Service Fund Series 2020
Debt Service Fund Series 2020
Debt Service Fund Series 2022
Capital Projects Fund Series 2020
Capitari rojects rand series 2020
Capital Projects Fund Series 2022
Month to Month
Long Term Debt Report
Assessment Receipt Schedule

Community Development District Combined Balance Sheet September 30, 2022

	General Debt Service Fund Fund			Сар	ital Projects Fund	Totals Governmental Funds		
		runu		гини		runu	Gove	rimentai runas
Assets:								
Cash:								
Operating Account	\$	7,168	\$	-	\$	-	\$	7,168
Capital Projects Account	\$	-	\$	-	\$	861	\$	861
Investments:								
<u>Series 2020</u>								
Reserve	\$	-	\$	86,038	\$	-	\$	86,038
Revenue	\$	-	\$	64,569	\$	-	\$	64,569
Series 2022								
Reserve	\$	-	\$	604,294	\$	-	\$	604,294
Revenue	\$	-	\$	2,915	\$	-	\$	2,915
Interest	\$	-	\$	270,657	\$	-	\$	270,657
Construction	\$	-	\$	-	\$	623,316	\$	623,316
Prepaid Expenses	\$	7,131	\$	-	\$	-	\$	7,131
Total Assets	\$	14,299	\$	1,028,471	\$	624,177	\$	1,666,948
Liabilities:								
Accounts Payable	\$	3,293	\$	-	\$	-	\$	3,293
Total Liabilites	\$	3,293	\$	-	\$	-	\$	3,293
Fund Balance:								
Nonspendable:								
Prepaid Items	\$	7,131	\$	-	\$	-	\$	7,131
Restricted for:								
Debt Service - Series 2020	\$	-	\$	150,606	\$	-	\$	150,606
Debt Service - Series 2022	\$	-	\$	877,865	\$	-	\$	877,865
Capital Projects - Series 2020	\$	-	\$	-	\$	861	\$	861
Capital Projects - Series 2022	\$	-	\$	-	\$	623,316	\$	623,316
Unassigned	\$	3,875	\$	-	\$	-	\$	3,875
Total Fund Balances	\$	11,006	\$	1,028,471	\$	624,177	\$	1,663,655

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Proi	rated Budget		Actual	
		Budget	Thr	ru 09/30/22	Thr	u 09/30/22	Variance
Revenues:							
Assessments - Tax Roll	\$	106,500	\$	106,500	\$	108,572	\$ 2,072
Developer Contributions	\$	217,767	\$	217,767	\$	-	\$ (217,767)
Boundary Amendment Contributions	\$	-	\$	-	\$	1,108	\$ 1,108
Total Revenues	\$	324,267	\$	324,267	\$	109,680	\$ (214,587)
Expenditures:							
General & Administrative:							
Supervisor Fees	\$	12,000	\$	12,000	\$	2,600	\$ 9,400
Engineering	\$	20,000	\$	20,000	\$	3,510	\$ 16,490
Attorney	\$	30,000	\$	30,000	\$	13,905	\$ 16,095
Annual Audit	\$	7,250	\$	7,250	\$	2,875	\$ 4,375
Assessment Administration	\$	5,000	\$	5,000	\$	5,000	\$ -
Arbitrage	\$	900	\$	900	\$	-	\$ 900
Dissemination	\$	6,000	\$	6,000	\$	5,500	\$ 500
Trustee Fees	\$	7,100	\$	7,100	\$	3,367	\$ 3,733
Management Fees	\$	36,050	\$	36,050	\$	36,050	\$ (0)
Information Technology	\$	1,800	\$	1,800	\$	1,800	\$ -
Website Technology	\$	1,200	\$	1,200	\$	1,200	\$ -
Telephone	\$	250	\$	250	\$	-	\$ 250
Postage & Delivery	\$	850	\$	850	\$	168	\$ 682
Insurance	\$	5,500	\$	5,500	\$	5,175	\$ 325
Printing & Binding	\$	1,000	\$	1,000	\$	13	\$ 987
Legal Advertising	\$	10,000	\$	10,000	\$	6,043	\$ 3,957
Other Current Charges	\$	2,800	\$	2,800	\$	452	\$ 2,348
Boundary Amendment Expenses	\$	-	\$	-	\$	1,108	\$ (1,108)
Office Supplies	\$	500	\$	500	\$	23	\$ 477
Travel Per Diem	\$	550	\$	550	\$	-	\$ 550
Dues, Licenses & Subscriptions	\$	175	\$	175	\$	175	\$ -
Total General & Administrative	\$	148,925	\$	148,925	\$	88,965	\$ 59,960

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted	Prorated Budget		Actual		
		Budget	Thr	u 09/30/22	Thr	u 09/30/22	Variance
Operations & Maintenance							
Field Expenditures							
Property Insurance	\$	12,000	\$	12,000	\$	521	\$ 11,479
Field Management	\$	15,000	\$	15,000	\$	4,375	\$ 10,625
Landscape Maintenance	\$	40,500	\$	40,500	\$	16,572	\$ 23,928
Landscape Replacement	\$	7,500	\$	7,500	\$	-	\$ 7,500
Streetlights	\$	8,000	\$	8,000	\$	12,724	\$ (4,724)
Electric	\$	20,000	\$	20,000	\$	3,150	\$ 16,850
Water & Sewer	\$	12,000	\$	12,000	\$	-	\$ 12,000
Sidewalk & Asphalt Maintenance	\$	500	\$	500	\$	- 	\$ 500
Irrigation Repairs	\$	2,500	\$	2,500	\$	1,236	\$ 1,264
General Repairs & Maintenance	\$	5,000	\$	5,000	\$	-	\$ 5,000
Contingency	\$	2,500	\$	2,500	\$	-	\$ 2,500
Subtotal Field Expenditures	\$	125,500	\$	125,500	\$	38,579	\$ 86,921
Amenity Expenditures							
Amenity - Electric	\$	6,000	\$	6,000	\$	-	\$ 6,000
Amenity - Water	\$	1,458	\$	1,458	\$	-	\$ 1,458
Playground Lease	\$	16,750	\$	16,750	\$	-	\$ 16,750
Internet	\$	1,250	\$	1,250	\$	-	\$ 1,250
Pest Control	\$	300	\$	300	\$	-	\$ 300
Janitorial Service	\$	2,000	\$	2,000	\$	-	\$ 2,000
Security Services	\$	3,125	\$	3,125	\$	-	\$ 3,125
Pool Maintenance	\$	4,792	\$	4,792	\$	-	\$ 4,792
Amenity Repairs & Maintenance	\$	2,083	\$	2,083	\$	-	\$ 2,083
Contingency	\$	2,083	\$	2,083	\$	-	\$ 2,083
Subtotal Amenity Expenditures	\$	39,842	\$	39,842	\$	-	\$ 39,842
Total Operations & Maintenance	\$	165,342	\$	165,342	\$	38,579	\$ 126,763
Total Expenditures	\$	314,267	\$	314,267	\$	127,544	\$ 186,723
n (n.c.) (n. n. l.)	ф	10.000			ф.	(45.0(4)	
Excess (Deficiency) of Revenues over Expenditures	\$	10,000			\$	(17,864)	
Other Financing Sources/(Uses):							
Transfer In/(Out)	\$	(10,000)	\$	(10,000)	\$	-	\$ 10,000
Total Other Financing Sources/(Uses)	\$	(10,000)	\$	(10,000)	\$	-	\$ 10,000
Net Change in Fund Balance	\$	-			\$	(17,864)	
Fund Balance - Beginning	\$	-			\$	28,870	
Fund Dalance Endi	ф.				Φ.	11.006	
Fund Balance - Ending	\$	-			\$	11,006	

Community Development District

Debt Service Fund Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Pror	ated Budget		Actual		
	Budget		Thr	u 09/30/22	Thr	u 09/30/22	Variance	
Revenues:								
Assessments - Tax Roll	\$	172,075	\$	172,075	\$	175,537	\$	3,462
Interest	\$	-	\$	-	\$	385	\$	385
Total Revenues	\$	172,075	\$	172,075	\$	175,922	\$	3,847
Expenditures:								
Interest - 11/1	\$	57,263	\$	57,263	\$	57,263	\$	-
Principal - 5/1	\$	55,000	\$	55,000	\$	55,000	\$	-
Interest - 5/1	\$	57,263	\$	57,263	\$	57,263	\$	-
Total Expenditures	\$	169,525	\$	169,525	\$	169,525	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$	2,550			\$	6,397		
Fund Balance - Beginning	\$	58,169			\$	144,209		
Fund Balance - Ending	\$	60,719			\$	150,606		

Community Development District

Debt Service Fund Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		rorated l	Budget		Actual		
	Budget	7	Thru 09/	30/22	Thr	u 09/30/22	١	Variance
Revenues:								
Interest	\$	- \$	5	-	\$	2,915	\$	2,915
Total Revenues	\$	- \$	5	-	\$	2,915	\$	2,915
Expenditures:								
Interest - 11/1	\$	- \$	3	-	\$	-	\$	-
Principal - 5/1	\$	- \$	5	-	\$	-	\$	-
Interest - 5/1	\$	- \$	5	-	\$	-	\$	-
Total Expenditures	\$	- \$	3	-	\$		\$	-
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	2,915		
Other Financing Sources/(Uses):								
Transfer In/(Out)	\$	- \$	5	-	\$	7,139	\$	7,139
Bond Proceeds	\$	- \$	5	-	\$	867,811	\$	867,811
Total Other Financing Sources/(Uses)	\$	- \$	3	-	\$	874,950	\$	874,950
Net Change in Fund Balance	\$	-			\$	877,865		
Fund Balance - Beginning	\$	-			\$	-		
Fund Balance - Ending	\$	-			\$	877,865		

Community Development District

Capital Projects Fund Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

				ed Budget 9/30/22	Actual Thru 09/30/22		Variance
Revenues		iugot	- Till u o	<i>5</i> 700722	1111		variance
Developer Contributions	\$	-	\$	-	\$	16,543	\$ 16,543
Interest	\$	-	\$	-	\$	0	\$ 0
Total Revenues	\$	-	\$	-	\$	16,543	\$ 16,543
Expenditures:							
Capital Outlay	\$	-	\$	-	\$	(684,637)	\$ 684,637
Miscellaneous Expense	\$	-	\$	-	\$	101	\$ (101)
Developer Reimbursement	\$	-	\$	-	\$	572,660	\$ (572,660)
Total Expenditures	\$	-	\$	-	\$	(111,876)	\$ 111,876
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	128,419	
Fund Balance - Beginning	\$	-			\$	(127,558)	
Fund Balance - Ending	\$	-			\$	861	

Community Development District

Capital Projects Fund Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prorat	Prorated Budget		Actual	
	Budget		Thru 09/30/22		Th	ru 09/30/22	Variance
Revenues							
Developer Contributions	\$	-	\$	-	\$	124,983	\$ 124,983
Interest	\$	-	\$	-	\$	9,105	\$ 9,105
Total Revenues	\$	-	\$	-	\$	134,088	\$ 134,088
Expenditures:							
Capital Outlay	\$	-	\$	-	\$	8,702,161	\$ (8,702,161)
Capital Outlay - Cost of Issuance	\$	-	\$	-	\$	398,660	\$ (398,660)
Total Expenditures	\$	-	\$	-	\$	9,100,821	\$ (8,702,161)
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	(8,966,733)	
Other Financing Sources/(Uses)							
Transfer In/(Out)	\$	-	\$	-	\$	(7,139)	\$ (7,139)
Bond Proceeds	\$	-	\$	-	\$	9,597,189	\$ 9,597,189
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	9,590,050	\$ 9,590,050
Net Change in Fund Balance	\$	-			\$	623,316	
Fund Balance - Beginning	\$	-			\$	-	
Fund Balance - Ending	\$	-			\$	623,316	

Community Development District Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ - \$	- \$	- \$	10,251 \$	73,595 \$	775 \$	- \$	- \$	- \$	23,950 \$	- \$	- \$	108,572
Developer Contributions	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Boundary Amendment Contributions	\$ - \$	- \$	- \$	1,108 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,108
Total Revenues	\$ - \$	- \$	- \$	11,360 \$	73,595 \$	775 \$	- \$	- \$	- \$	23,950 \$	- \$	- \$	109,680
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ - \$	- \$	- \$	600 \$	- \$	600 \$	- \$	600 \$	- \$	- \$	800 \$	- \$	2,600
Engineering	\$ - \$	- \$	- \$	765 \$	- \$	535 \$	255 \$	255 \$	1,590 \$	- \$	110 \$	- \$	3,510
Attorney	\$ 529 \$	923 \$	465 \$	2,487 \$	401 \$	2,940 \$	1,016 \$	1,467 \$	270 \$	1,122 \$	1,696 \$	591 \$	13,905
Annual Audit	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,875 \$	- \$	- \$	- \$	2,875
Assessment Administration	\$ 5,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,000
Arbitrage	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Dissemination	\$ 417 \$	417 \$	417 \$	417 \$	417 \$	417 \$	500 \$	500 \$	500 \$	500 \$	500 \$	500 \$	5,500
Trustee Fees	\$ - \$	- \$	3,367 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3,367
Management Fees	\$ 3,004 \$	3,004 \$	3,004 \$	3,004 \$	3,004 \$	3,004 \$	3,004 \$	3,004 \$	3,004 \$	3,004 \$	3,004 \$	3,004 \$	36,050
Information Technology	\$ 150 \$	150 \$	150 \$	150 \$	150 \$	150 \$	150 \$	150 \$	150 \$	150 \$	150 \$	150 \$	1,800
Website Technology	\$ 100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	100 \$	1,200
Telephone	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Postage & Delivery	\$ 64 \$	- \$	4 \$	11 \$	21 \$	28 \$	8 \$	2 \$	6 \$	4 \$	- \$	19 \$	168
Insurance	\$ 5,175 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,175
Printing & Binding	\$ 1 \$	- \$	3 \$	- \$	7 \$	- \$	2 \$	- \$	- \$	- \$	- \$	- \$	13
Legal Advertising	\$ 1,332 \$	- \$	- \$	1,656 \$	- \$	- \$	- \$	- \$	- \$	2,725 \$	- \$	331 \$	6,043
Other Current Charges	\$ 30 \$	35 \$	43 \$	38 \$	43 \$	30 \$	39 \$	38 \$	38 \$	39 \$	38 \$	39 \$	452
Boundary Amendment Expenses	\$ - \$	- \$	- \$	1,108 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,108
Office Supplies	\$ 3 \$	- \$	0 \$	0 \$	3 \$	1 \$	0 \$	3 \$	3 \$	0 \$	8 \$	3 \$	23
Travel Per Diem	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Dues, Licenses & Subscriptions	\$ 175 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	175
Total General & Administrative	\$ 15,979 \$	4,629 \$	7,554 \$	10,337 \$	4,146 \$	7,805 \$	5,074 \$	6,120 \$	8,536 \$	7,644 \$	6,406 \$	4,736 \$	88,965

Community Development District Month to Month

		Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Operations & Maintenance														
Field Expenditures														
Property Insurance	\$	- \$	- \$	- \$	- \$	521 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	521
Field Management	\$	- \$	- \$	- \$	- \$	- \$	625 \$	625 \$	625 \$	625 \$	625 \$	625 \$	625 \$	4,375
Landscape Maintenance	\$	850 \$	850 \$	850 \$	850 \$	- \$	1,700 \$	1,912 \$	1,912 \$	1,912 \$	1,912 \$	1,912 \$	1,912 \$	16,572
Landscape Replacement	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Streetlights	\$	- \$	943 \$	- \$	2,041 \$	1,214 \$	1,214 \$	1,214 \$	1,219 \$	1,219 \$	1,219 \$	1,219 \$	1,219 \$	12,724
Electric	\$	364 \$	23 \$	- \$	52 \$	36 \$	654 \$	41 \$	242 \$	319 \$	243 \$	895 \$	281 \$	3,150
Water & Sewer	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Sidewalk & Asphalt Maintenance	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Irrigation Repairs	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	887 \$	142 \$	123 \$	85 \$	1,236
General Repairs & Maintenance	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Contingency	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Subtotal Field Expenditures	\$	1,214 \$	1,816 \$	850 \$	2,943 \$	1,771 \$	4,193 \$	3,792 \$	3,999 \$	4,963 \$	4,141 \$	4,774 \$	4,123 \$	38,579
Amenity Expenditures														
Amenity - Electric	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Amenity - Water	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Playground Lease	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Internet	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Pest Control	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Janitorial Service	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Security Services	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Pool Maintenance	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Amenity Repairs & Maintenance	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Contingency	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Subtotal Amenity Expenditures	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Total Operations & Maintenance	\$	1,214 \$	1,816 \$	850 \$	2,943 \$	1,771 \$	4,193 \$	3,792 \$	3,999 \$	4,963 \$	4,141 \$	4,774 \$	4,123 \$	38,579
Total Expenditures	\$	17,193 \$	6,445 \$	8,404 \$	13,280 \$	5,917 \$	11,998 \$	8,866 \$	10,118 \$	13,498 \$	11,785 \$	11,180 \$	8,859 \$	127,544
Excess (Deficiency) of Revenues over Expenditure	s \$	(17,193) \$	(6,445) \$	(8,404) \$	(1,920) \$	67,678 \$	(11,224) \$	(8,866) \$	(10,118) \$	(13,498) \$	12,166 \$	(11,180) \$	(8,859) \$	(17,864)
Other Financing Sources/Uses:														
Transfer In/(Out)	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Total Other Financing Sources/Uses	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Net Change in Fund Balance	\$	(17,193) \$	(6,445) \$	(8,404) \$	(1,920) \$	67,678 \$	(11,224) \$	(8,866) \$	(10,118) \$	(13,498) \$	12,166 \$	(11,180) \$	(8,859) \$	(17,864)

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 50% of Maximum Annual Debt Service

Reserve Fund Requirement \$86,038 Reserve Fund Balance \$86,038

Bonds Outstanding - 11/24/20 \$2,950,000 Less: Principal Payment - 5/1/22 (\$55,000)

Current Bonds Outstanding \$2,895,000

Series 2022, Special Assessment Revenue Bonds

Interest Rate: 3.250%, 3.625%, 4.000%, 4.125%

Maturity Date: 5/1/2052

Reserve Fund Definition Maximum Annual Debt Service

Reserve Fund Requirement \$604,294 Reserve Fund Balance \$604,294

Bonds Outstanding - 03/11/22 \$10,465,000

Current Bonds Outstanding \$10,465,000

COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Receipts

Fiscal Year 2022

Gross Assessments \$ 114,515.90 \$ 185,133.92 \$ 299,649.82 Net Assessments \$ 106,499.79 \$ 172,174.55 \$ 278,674.33

ON ROLL ASSESSMENTS

							38.22%	61.78%	100.00%
Date	Distribution	Gross Amount	(Discount)/Penalty	Commission	Interest	Net Receipts	O&M Portion	Series 2020 Debt Service	Total
1/18/22	АСН	\$31,653.15	(\$1,223.67)	(\$608.59)	\$0.00	\$29,820.89	\$11,396.52	\$18,424.37	\$29,820.89
1/31/22	1% Fee	(\$2,983.46)	\$0.00	\$0.00	\$0.00	(\$2,983.46)	(\$1,145.16)	(\$1,838.30)	(\$2,983.46)
2/18/22	ACH	\$204,690.37	(\$8,185.83)	(\$3,930.09)	\$0.00	\$192,574.45	\$73,595.36	\$118,979.09	\$192,574.45
3/16/22	ACH	\$2,110.21	(\$42.21)	(\$41.36)	\$0.00	\$2,026.64	\$774.51	\$1,252.13	\$2,026.64
7/1/22	ACH	\$63,949.35	\$0.00	(\$1,278.99)	\$0.00	\$62,670.36	\$23,950.47	\$38,719.89	\$62,670.36
	TOTAL	\$ 299,419.62	\$ (9,451.71)	5 (5,859.03) \$	-	\$ 284,108.88	\$ 108,571.70	175,537.18 \$	284,108.88

102%	Net Percent Collected
0	Balance Remaining to Collect

SECTION (b)

Community Development District

Unaudited Financial Reporting

November 30, 2022



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Community Development District Combined Balance Sheet November 30, 2022

		General	De	ebt Service	Сар	ital Projects	<i>C</i>	Totals
		Fund		Fund		Fund	Gover	nmental Funds
Assets:								
Cash:								
Operating Account	\$	148,875	\$	-	\$	-	\$	148,875
Capital Projects Account	\$	-	\$	-	\$	861	\$	861
Investments:								
Series 2020								
Reserve	\$	-	\$	86,038	\$	-	\$	86,038
Revenue	\$	-	\$	8,664	\$	-	\$	8,664
Series 2022								
Reserve	\$	-	\$	604,294	\$	-	\$	604,294
Revenue	\$	-	\$	6,417	\$	-	\$	6,417
Interest	\$	-	\$	7,146	\$	-	\$	7,146
Construction	\$	-	\$	-	\$	9,475	\$	9,475
Due from Developer	\$	-	\$	-	\$	97,929	\$	97,929
Due from General Fund	\$	-	\$	8,952	\$	-	\$	8,952
Prepaid Expenses	\$	7,251	\$	-	\$	-	\$	7,251
1								
Total Assets	\$	156,126	\$	721,511	\$	108,265	\$	985,903
Y 5 -1-212-2								
Liabilities:	ф	22.140	ф		ф		ф	22.140
Accounts Payable	\$	22,149	\$	-	\$	- 07.020	\$	22,149
Contracts Payable	\$	-	\$	-	\$	97,929	\$	97,929
Due to Debt Service	\$	8,952	\$	-	\$	-	\$	8,952
Due to Other	\$	91,421	\$	-	\$	-	\$	91,421
Retainage Payable	\$	-	\$	-	\$	132,381	\$	132,381
Total Liabilites	\$	122,522	\$	-	\$	230,310	\$	352,832
Fund Balance:								
Nonspendable:								
Prepaid Items	\$	7,251	\$	_	\$		\$	7,251
Restricted for:	Ψ	7,231	φ	-	φ	_	φ	7,231
Debt Service - Series 2020	ф		¢	102 (54	ф		¢	102 (54
	\$	-	\$	103,654	\$	-	\$	103,654
Debt Service - Series 2022	\$	-	\$	617,857	\$	-	\$	617,857
Capital Projects - Series 2020	\$	-	\$	-	\$	861	\$	861
Capital Projects - Series 2022	\$	-	\$	-	\$	(122,906)	\$	(122,906)
Unassigned	\$	26,353	\$	-	\$	-	\$	26,353
Total Fund Balances	\$	33,604	\$	721,511	\$	(122,045)	\$	633,071
Total Liabilities & Fund Balance	\$	156,126	\$	721,511	\$	108,265	\$	985,903
Total Biabliffics & Fully Balance	Ψ	130,120	Ψ .	721,311	Ψ '	100,203	Ψ -	703,703

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pror	ated Budget		Actual		
	Budget	Thru	ı 11/30/22	Thru	11/30/22	V	ariance
Revenues:							
Assessments - Tax Roll	\$ 159,000	\$	5,311	\$	5,311	\$	-
Assessments - Direct Bill	\$ 300,000	\$	-	\$	-	\$	-
Assessments - Lot Closings	\$ -	\$	-	\$	38,250	\$	38,250
Developer Contributions	\$ 101,192	\$	20,000	\$	20,000	\$	-
Total Revenues	\$ 560,193	\$	25,311	\$	63,561	\$	38,250
Expenditures:							
General & Administrative:							
Supervisor Fees	\$ 12,000	\$	2,000	\$	-	\$	2,000
Engineering	\$ 20,000	\$	3,333	\$	-	\$	3,333
Attorney	\$ 30,000	\$	5,000	\$	1,606	\$	3,395
Annual Audit	\$ 7,250	\$	-	\$	-	\$	-
Assessment Administration	\$ 5,000	\$	5,000	\$	5,000	\$	-
Arbitrage	\$ 1,350	\$	-	\$	-	\$	-
Dissemination	\$ 7,000	\$	1,167	\$	1,000	\$	167
Trustee Fees	\$ 10,650	\$	673	\$	673	\$	-
Management Fees	\$ 37,853	\$	6,309	\$	6,309	\$	(0)
Information Technology	\$ 1,800	\$	300	\$	300	\$	-
Website Technology	\$ 1,200	\$	200	\$	200	\$	-
Postage & Delivery	\$ 850	\$	142	\$	3	\$	139
Insurance	\$ 6,250	\$	6,250	\$	5,563	\$	687
Copies	\$ 1,000	\$	167	\$	-	\$	167
Legal Advertising	\$ 10,000	\$	1,667	\$	-	\$	1,667
Other Current Charges	\$ 2,800	\$	467	\$	77	\$	390
Office Supplies	\$ 500	\$	83	\$	0	\$	83
Dues, Licenses & Subscriptions	\$ 175	\$	175	\$	175	\$	-
Total General & Administrative	\$ 155,678	\$	32,932	\$	20,906	\$	12,026

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted	Pror	ated Budget		Actual		
		Budget	Thru	ı 11/30/22	Thru	ı 11/30/22		Variance
Operations & Maintenance								
Field Expenditures								
Property Insurance	\$	14,400	\$	14,400	\$	895	\$	13,505
Field Management	\$	15,000	\$	2,500	\$	1,250	\$	1,250
Landscape Maintenance	\$	70,000	\$	11,667	\$	3,824	\$	7,843
Landscape Replacement	\$	7,500	\$	1,250	\$	-	\$	1,250
Streetlights	\$	84,000	\$	14,000	\$	2,439	\$	11,561
Electric	\$	6,000	\$	1,000	\$	536	\$	464
Sidewalk & Asphalt Maintenance	\$	2,000	\$	333	\$	-	\$	333
Irrigation Repairs	\$	5,000	\$	833	\$	207	\$	626
General Repairs & Maintenance	\$	7,500	\$	1,250	\$	-	\$	1,250
Contingency	\$	7,500	\$	1,250	\$	-	\$	1,250
Subtotal Field Expenditures	\$	218,900	\$	48,483	\$	9,151	\$	39,333
Amenity Expenditures								
Amenity - Electric	\$	9,600	\$	-	\$	-	\$	-
Amenity - Water	\$	2,333	\$	-	\$	-	\$	-
Playground Lease	\$	31,400	\$	5,233	\$	8,509	\$	(3,275)
Internet	\$	2,000	\$	-	\$	-	\$	-
Pest Control	\$	480	\$	-	\$	-	\$	-
Janitorial Service	\$	4,333	\$	-	\$	-	\$	-
Security Services	\$	25,000	\$	-	\$	-	\$	-
Amenity Access Management	\$	3,333	\$	-	\$	-	\$	-
Pool Maintenance	\$	12,000	\$	-	\$	-	\$	-
Amenity Repairs & Maintenance	\$	5,000	\$	-	\$	-	\$	-
Contingency	\$	10,000	\$	-	\$	-	\$	-
Subtotal Amenity Expenditures	\$	105,480	\$	5,233	\$	8,509	\$	(3,275)
Total Operations & Maintenance	\$	324,380	\$	53,717	\$	17,659	\$	36,057
Total Expenditures	\$	480,058	\$	86,649	\$	38,565	\$	48,084
Total Experiurur es	Ą	400,030	Þ	00,049	Ф	30,303	Ą	40,004
Excess (Deficiency) of Revenues over Expenditures	\$	80,135			\$	24,996		
Other Financing Sources/(Uses):								
Transfer In/(Out)	\$	(80,135)	\$	-	\$	-	\$	-
Total Other Financing Sources/(Uses)	\$	(80,135)	\$	-	\$	-	\$	-
Net Change in Fund Balance	\$	-			\$	24,996		
						·		
Fund Balance - Beginning	\$	-			\$	8,608		
Fund Balance - Ending	\$	-			\$	33,604		

Community Development District

Debt Service Fund Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Prora	ated Budget		Actual		
	Budget	Thru	11/30/22	Thr	u 11/30/22	Va	ariance
Revenues:							
Assessments - Tax Roll	\$ 172,075	\$	8,586	\$	8,586	\$	-
Interest	\$ -	\$	-	\$	602	\$	602
Total Revenues	\$ 172,075	\$	8,586	\$	9,188	\$	602
Expenditures:							
Interest - 11/1	\$ 56,506	\$	56,506	\$	56,506	\$	-
Principal - 5/1	\$ 55,000	\$	-	\$	-	\$	-
Interest - 5/1	\$ 56,506	\$	-	\$	-	\$	-
Total Expenditures	\$ 168,013	\$	56,506	\$	56,506	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$ 4,063			\$	(47,318)		
Fund Balance - Beginning	\$ 60,727			\$	150,972		
Fund Balance - Ending	\$ 64,789			\$	103,654		

Community Development District

Debt Service Fund Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pror	ated Budget		Actual		
	Budget	Thr	u 11/30/22	Thr	ru 11/30/22	V	ariance
Revenues:							
Assessments - Direct Bill	\$ 604,294	\$	-	\$	-	\$	-
Interest	\$ -	\$	-	\$	3,510	\$	3,510
Total Revenues	\$ 604,294	\$	-	\$	3,510	\$	3,510
Expenditures:							
Interest - 11/1	\$ 263,518	\$	263,518	\$	263,518	\$	-
Principal - 5/1	\$ 195,000	\$	-	\$	-	\$	-
Interest - 5/1	\$ 206,231	\$	-	\$	-	\$	-
Total Expenditures	\$ 664,749	\$	263,518	\$	263,518	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$ (60,455)			\$	(260,008)		
Fund Balance - Beginning	\$ 263,525			\$	877,865		
Fund Balance - Ending	\$ 203,070			\$	617,857		

Community Development District

Capital Projects Fund Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Prorated Budget		Actual				
	Budget		Thru 1	1/30/22	Thru 1	11/30/22	Va	ariance
Revenues								
Interest	\$	-	\$	-	\$	-	\$	-
Total Revenues	\$	-	\$	-	\$	-	\$	-
Expenditures:								
Capital Outlay	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$	-	\$	-	\$	-	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	-		
Fund Balance - Beginning	\$	-			\$	861		
Fund Balance - Ending	\$	-			\$	861		

Community Development District

Capital Projects Fund Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	d	Prorat	ed Budget	Actual		
	Budget		Thru 1	1/30/22	Thi	ru 11/30/22	Variance
Revenues							
Developer Contributions	\$	-	\$	-	\$	311,760	\$ 311,760
Interest	\$	-	\$	-	\$	1,209	\$ 1,209
Total Revenues	\$	-	\$	-	\$	312,968	\$ 312,968
Expenditures:							
Capital Outlay	\$	-	\$	-	\$	203,792	\$ (203,792)
Total Expenditures	\$	-	\$	-	\$	203,792	\$ (203,792)
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	109,176	
Fund Balance - Beginning	\$	-			\$	(232,082)	
Fund Balance - Ending	\$	-			\$	(122,906)	

Community Development District

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

	A	Adopted Prorated Bu		d Budget	Ac	tual			
		Budget	Thru 1	Thru 11/30/22		1/30/22	Variance		
Revenues									
Interest	\$	-	\$	-	\$	-	\$	-	
Total Revenues	\$	-	\$	-	\$	-	\$	-	
Expenditures:									
Capital Outlay	\$	-	\$	-	\$	-	\$	-	
Total Expenditures	\$	-	\$	-	\$	-	\$	-	
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	-			
Other Financing Sources/(Uses)									
Transfer In/(Out)	\$	80,135	\$	-	\$	-	\$	-	
Total Other Financing Sources (Uses)	\$	80,135	\$	-	\$	-	\$	-	
Net Change in Fund Balance	\$	80,135			\$	-			
Fund Balance - Beginning	\$	-			\$	-			
Fund Balance - Ending	\$	80,135			\$	-			

Community Development District

Month to Month

	 Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ - \$	5,311 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,311
Assessments - Direct Bill	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Assessments - Lot Closings	\$ - \$	38,250 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	38,250
Developer Contributions	\$ 20,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	20,000
Total Revenues	\$ 20,000 \$	43,561 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	63,561
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Engineering	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Attorney	\$ 1,496 \$	110 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,606
Annual Audit	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Assessment Administration	\$ 5,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,000
Arbitrage	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Dissemination	\$ 500 \$	500 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,000
Trustee Fees	\$ 673 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	673
Management Fees	\$ 3,154 \$	3,154 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	6,309
Information Technology	\$ 150 \$	150 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	300
Website Technology	\$ 100 \$	100 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	200
Postage & Delivery	\$ 2 \$	1 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3
Insurance	\$ 5,563 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,563
Copies	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Legal Advertising	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Other Current Charges	\$ 39 \$	38 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	77
Office Supplies	\$ 0 \$	0 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	0
Dues, Licenses & Subscriptions	\$ 175 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	175
Total General & Administrative	\$ 16,852 \$	4,053 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	20,906

Community Development District Month to Month

		Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Operations & Maintenance														
Field Expenditures														
Property Insurance	\$	895 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	895
Field Management	\$	625 \$	625 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,250
Landscape Maintenance	\$	1,912 \$	1,912 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3,824
Landscape Replacement	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Streetlights	\$	1,220 \$	1,220 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,439
Electric	\$	302 \$	233 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	536
Sidewalk & Asphalt Maintenance	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Irrigation Repairs	\$	114 \$	93 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	207
General Repairs & Maintenance	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Contingency	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Subtotal Field Expenditures	\$	5,068 \$	4,083 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	9,151
Amenity Expenditures														
Amenity - Electric	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Amenity - Water	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Playground Lease	\$	4,254 \$	4,254 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	8,509
Internet	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Pest Control	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Janitorial Service	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Security Services	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Amenity Access Management	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Pool Maintenance	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Amenity Repairs & Maintenance	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Contingency	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Subtotal Amenity Expenditures	\$	4,254 \$	4,254 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	8,509
Subtotal Amenity Expenditures	<u> </u>	1,231 ψ	1,231	<u> </u>	<u> </u>	Ψ	<u> </u>	Ψ	.	Ψ		Ψ		0,000
Total Operations & Maintenance	\$	9,322 \$	8,337 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	17,659
Total Expenditures	\$	26,175 \$	12,390 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	38,565
Excess (Deficiency) of Revenues over Expendit	ures \$	(6,175) \$	31,171 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	24,996
Other Financing Sources/Uses:														
Transfer In/(Out)	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Total Other Financing Sources/Uses	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
	-	((455)	04.454 #		•			*		•				04.05
Net Change in Fund Balance	\$	(6,175) \$	31,171 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	24,996

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 50% of Maximum Annual Debt Service

Reserve Fund Requirement \$86,038 Reserve Fund Balance \$86,038

Bonds Outstanding - 11/24/20 \$2,950,000 Less: Principal Payment - 5/1/22 (\$55,000)

Current Bonds Outstanding \$2,895,000

Series 2022, Special Assessment Revenue Bonds

Interest Rate: 3.250%, 3.625%, 4.000%, 4.125%

Maturity Date: 5/1/2052

Reserve Fund Definition Maximum Annual Debt Service

Reserve Fund Requirement \$604,294 Reserve Fund Balance \$604,294

Bonds Outstanding - 03/11/22 \$10,465,000

Current Bonds Outstanding \$10,465,000

COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Receipts

Fiscal Year 2023

Gross Assessments \$ 114,515.90 \$ 185,133.92 \$ 299,649.82 Net Assessments \$ 106,499.79 \$ 172,174.55 \$ 278,674.33

ON ROLL ASSESSMENTS

							38.22%	61.78%	100.00%
								Series 2020 Debt	
Date	Distribution	Gross Amount	(Discount)/Penalty	Commission	Interest	Net Receipts	O&M Portion	Service	Total
11/16/22	10/1/22-10/31/22	\$2,110.21	(\$84.41)	(\$40.52)	\$0.00	\$1,985.28	\$758.71	\$1,226.57	\$1,985.28
11/21/22	11/1/22-11/6/22	\$10,551.05	(\$422.05)	(\$202.58)	\$0.00	\$9,926.42	\$3,793.54	\$6,132.88	\$9,926.42
11/25/22	11/7/22-11/13/22	\$2,110.21	(\$84.41)	(\$40.52)	\$0.00	\$1,985.28	\$758.71	\$1,226.57	\$1,985.28
	TOTAL	14,771.47	\$ (590.87) \$	(283.62) \$		\$ 13,896.98	\$ 5,310.96	\$ 8,586.02 \$	13,896.98

5%	Net Percent Collected
\$264,777.35	Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

Eden Hills Addition 2 LL	C		\$139,999.90			\$52,499.90	\$87,500.00
Date	Due	Check	Net	Amount		Operations &	Series 2022
Received	Date	Number	Assessed	Received		Maintenance	Debt Service
	10/1/22		\$35,000.00			\$0.00	\$0.00
	12/1/22		\$35,000.00			\$0.00	\$0.00
	2/1/23		\$35,000.00			\$0.00	\$0.00
	5/1/23		\$35,000.00			\$0.00	\$0.00
			\$ 140,000.00	\$ -	• \$		\$ -

JMBI Development LLC			\$817,037.50		\$300	,000.00	\$517,037.50
Date	Due	Check	Net	Amount	Operation	ns &	Series 2022
Received	Date	Number	Assessed	Received	Maintena	ınce	Debt Service
	10/1/22		\$204,259.38			\$0.00	\$0.00
	12/1/22		\$204,259.38			\$0.00	\$0.00
	2/1/23		\$204,259.38			\$0.00	\$0.00
	5/1/23		\$204,259.38			\$0.00	\$0.00
			\$ 817,037.52	\$	- \$	-	\$ -

SECTION (c)

Community Development District

Unaudited Financial Reporting

December 31, 2022



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Community Development District

Combined Balance Sheet

December 31, 2022

Сај	Capital Pr	rojects		Totals
	Fund		Gove	rnmental Funds
\$	\$	-	\$	464,764
\$		861	\$	861
\$	\$	-	\$	86,038
\$		-	\$	8,926
\$	\$	-	\$	604,294
\$	\$	-	\$	76,972
\$	\$	-	\$	7,146
\$	\$	9,523	\$	9,523
\$	\$ 1	152,787	\$	152,787
\$	\$	-	\$	146,944
\$		-	\$	4,254
\$	\$ 1	163,171	\$	1,562,508
ď	¢		¢	1 422
\$		- 152707	\$	1,433
\$ \$		152,787	\$ \$	152,787
		-		146,944
\$ \$		-	\$ \$	91,421
>	\$ 1	132,381	\$	132,381
\$	\$ 2	285,168	\$	524,966
\$	\$	-	\$	4,254
\$	\$	-	\$	241,907
\$	\$	-	\$	688,412
\$	\$	861	\$	861
\$	\$ (1	122,858)	\$	(122,858
\$	-	-	\$	224,966
\$	\$ (1	121,997)	\$	1,037,543
¢	¢ _1	163 171	¢	1,562,508
		Ì	•	

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Prorated Budget			Actual		
	Budget	Thr	u 12/31/22	Thr	u 12/31/22	1	Variance
Revenues:							
Assessments - Tax Roll	\$ 159,000	\$	90,666	\$	90,666	\$	-
Assessments - Direct Bill	\$ 300,000	\$	-	\$	-	\$	-
Assessments - Lot Closings	\$ -	\$	-	\$	162,000	\$	162,000
Developer Contributions	\$ 101,192	\$	20,000	\$	20,000	\$	-
Total Revenues	\$ 560,193	\$	110,666	\$	272,666	\$	162,000
Expenditures:							
General & Administrative:							
Supervisor Fees	\$ 12,000	\$	3,000	\$	-	\$	3,000
Engineering	\$ 20,000	\$	5,000	\$	-	\$	5,000
Attorney	\$ 30,000	\$	7,500	\$	1,606	\$	5,895
Annual Audit	\$ 7,250	\$	-	\$	-	\$	
Assessment Administration	\$ 5,000	\$	5,000	\$	5,000	\$	
Arbitrage	\$ 1,350	\$	-	\$	-	\$	
Dissemination	\$ 7,000	\$	1,750	\$	1,500	\$	250
Trustee Fees	\$ 10,650	\$	673	\$	673	\$	
Management Fees	\$ 37,853	\$	9,463	\$	9,463	\$	(0
Information Technology	\$ 1,800	\$	450	\$	450	\$	
Website Technology	\$ 1,200	\$	300	\$	300	\$	
Postage & Delivery	\$ 850	\$	213	\$	29	\$	184
Insurance	\$ 6,250	\$	6,250	\$	5,563	\$	687
Copies	\$ 1,000	\$	250	\$	-	\$	250
Legal Advertising	\$ 10,000	\$	2,500	\$	-	\$	2,500
Other Current Charges	\$ 2,800	\$	700	\$	116	\$	584
Office Supplies	\$ 500	\$	125	\$	0	\$	125
Dues, Licenses & Subscriptions	\$ 175	\$	175	\$	175	\$	
Total General & Administrative	\$ 155,678	\$	43,349	\$	24,875	\$	18,474

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted	Pror	ated Budget		Actual		
		Budget	Thr	u 12/31/22	Thr	u 12/31/22		Variance
Operations & Maintenance								
Field Expenditures								
Property Insurance	\$	14,400	\$	14,400	\$	895	\$	13,505
Field Management	\$	15,000	\$	3,750	\$	1,875	\$	1,875
Landscape Maintenance	\$	70,000	\$	17,500	\$	5,736	\$	11,764
Landscape Replacement	\$	7,500	\$	1,875	\$	-	\$	1,875
Streetlights	\$	84,000	\$	21,000	\$	3,659	\$	17,341
Electric	\$	6,000	\$	1,500	\$	818	\$	682
Sidewalk & Asphalt Maintenance	\$	2,000	\$	500	\$	-	\$	500
Irrigation Repairs	\$	5,000	\$	1,250	\$	207	\$	1,043
General Repairs & Maintenance	\$	7,500	\$	1,875	\$	1,226	\$	649
Contingency	\$	7,500	\$	1,875	\$	-	\$	1,875
Subtotal Field Expenditures	\$	218,900	\$	65,525	\$	14,416	\$	51,109
Amenity Expenditures								
Amenity - Electric	\$	9,600	\$	-	\$	-	\$	-
Amenity - Water	\$	2,333	\$	-	\$	-	\$	-
Playground Lease	\$	31,400	\$	7,850	\$	12,763	\$	(4,913)
Internet	\$	2,000	\$	-	\$	-	\$	-
Pest Control	\$	480	\$	-	\$	-	\$	-
Janitorial Service	\$	4,333	\$	-	\$	-	\$	-
Security Services	\$	25,000	\$	-	\$	-	\$	-
Amenity Access Management	\$	3,333	\$	-	\$	-	\$	-
Pool Maintenance	\$	12,000	\$	-	\$	-	\$	-
Amenity Repairs & Maintenance	\$ \$	5,000	\$	-	\$ \$	-	\$ \$	-
Contingency		10,000	\$	-				-
Subtotal Amenity Expenditures	\$	105,480	\$	7,850	\$	12,763	\$	(4,913)
Total Operations & Maintenance	\$	324,380	\$	73,375	\$	27,179	\$	46,196
Total Expenditures	\$	480,058	\$	116,724	\$	52,054	\$	64,670
Excess (Deficiency) of Revenues over Expenditures	\$	80,135			\$	220,612		
Other Financina Sources/(Uses):	Ψ	00,133			Ψ	220,012		
Transfer In/(Out)	\$	(80,135)	\$	-	\$	-	\$	-
Total Other Financing Sources/(Uses)	\$	(80,135)	\$	-	\$	-	\$	-
Net Change in Fund Balance	\$	-			\$	220,612		
Fund Balance - Beginning	\$	-			\$	8,608		
						000 224		
Fund Balance - Ending	\$	-			\$	229,221		

Community Development District

Debt Service Fund Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Pror	ated Budget	Actual			
		Budget	Thr	u 12/31/22	Thr	ru 12/31/22	Variance	
Revenues:								
Assessments - Tax Roll	\$	172,075	\$	146,577	\$	146,577	\$	-
Interest	\$	-	\$	-	\$	864	\$	864
Total Revenues	\$	172,075	\$	146,577	\$	147,441	\$	864
Expenditures:								
Interest - 11/1	\$	56,506	\$	56,506	\$	56,506	\$	-
Principal - 5/1	\$	55,000	\$	-	\$	-	\$	-
Interest - 5/1	\$	56,506	\$	-	\$	-	\$	-
Total Expenditures	\$	168,013	\$	56,506	\$	56,506	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$	4,063			\$	90,934		
Fund Balance - Beginning	\$	60,727			\$	150,972		
Fund Balance - Ending	\$	64,789			\$	241,907	-	

Community Development District

Debt Service Fund Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

	,	Adopted	Prorated Budget		Actual			
		Budget	Thr	u 12/31/22	Thi	ru 12/31/22	7	⁷ arian <i>c</i> e
Revenues:								
Assessments - Direct Bill	\$	604,294	\$	-	\$	-	\$	-
Assessments - Lot Closings	\$	-	\$	-	\$	68,850	\$	68,850
Interest	\$	-	\$	-	\$	5,215	\$	5,215
Total Revenues	\$	604,294	\$	-	\$	74,065	\$	74,065
Expenditures:								
Interest - 11/1	\$	263,518	\$	263,518	\$	263,518	\$	-
Principal - 5/1	\$	195,000	\$	-	\$	-	\$	-
Interest - 5/1	\$	206,231	\$	-	\$	-	\$	-
Total Expenditures	\$	664,749	\$	263,518	\$	263,518	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$	(60,455)			\$	(189,453)		
Fund Balance - Beginning	\$	263,525			\$	877,865		
Fund Balance - Ending	\$	203,070			\$	688,412		

Community Development District

Capital Projects Fund Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prorat	ed Budget	Actual			
	Budget '		Thru 1	2/31/22	Thru 12/31/22		1	^J ariance
Revenues								
Developer Contributions	\$	-	\$	-	\$	36,345	\$	36,345
Total Revenues	\$	-	\$	-	\$	36,345	\$	36,345
Expenditures:								
Capital Outlay	\$	-	\$	-	\$	36,345	\$	(36,345)
Total Expenditures	\$	-	\$	-	\$	36,345	\$	(36,345)
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	-		
Fund Balance - Beginning	\$	-			\$	861		
Fund Balance - Ending	\$	-			\$	861		

Community Development District

Capital Projects Fund Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted Prorate		ed Budget	Actual				
	Budg	et	Thru 1	2/31/22	Thr	Thru 12/31/22		Variance
Revenues								
Developer Contributions	\$	-	\$	-	\$	507,040	\$	507,040
Interest	\$	-	\$	-	\$	1,257	\$	1,257
Total Revenues	\$	-	\$	-	\$	508,297	\$	508,297
Expenditures:								
Capital Outlay	\$	-	\$	-	\$	399,073	\$	(399,073)
Total Expenditures	\$	-	\$	-	\$	399,073	\$	(399,073)
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	109,224		
Fund Balance - Beginning	\$	-			\$	(232,082)		
Fund Balance - Ending	\$	-			\$	(122,858)		

Community Development District

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

	F	dopted	Prorate	ed Budget	Ac	tual		
		Budget	Thru 1	2/31/22	Thru 1	2/31/22	Va	riance
Revenues								
Interest	\$	-	\$	-	\$	-	\$	-
Total Revenues	\$	-	\$	-	\$	-	\$	-
Expenditures:								
Capital Outlay	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$	-	\$	-	\$	-	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$				\$	-		
Other Financing Sources/(Uses)								
Transfer In/(Out)	\$	80,135	\$	-	\$	-	\$	-
Total Other Financing Sources (Uses)	\$	80,135	\$	-	\$	-	\$	-
Net Change in Fund Balance	\$	80,135			\$			
Fund Balance - Beginning	\$	-			\$	-		
Fund Balance - Ending	\$	80,135			\$	-		

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ - \$	5,311 \$	85,355 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	90,666
Assessments - Direct Bill	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Assessments - Lot Closings	\$ - \$	38,250 \$	123,750 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	162,000
Developer Contributions	\$ 20,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	20,000
Total Revenues	\$ 20,000 \$	43,561 \$	209,105 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	272,666
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Engineering	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Attorney	\$ 1,496 \$	110 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,606
Annual Audit	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Assessment Administration	\$ 5,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,000
Arbitrage	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Dissemination	\$ 500 \$	500 \$	500 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,500
Trustee Fees	\$ 673 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	673
Management Fees	\$ 3,154 \$	3,154 \$	3,154 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	9,463
Information Technology	\$ 150 \$	150 \$	150 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	450
Website Technology	\$ 100 \$	100 \$	100 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	300
Postage & Delivery	\$ 2 \$	1 \$	26 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	29
Insurance	\$ 5,563 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,563
Copies	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Legal Advertising	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Other Current Charges	\$ 39 \$	38 \$	39 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	116
Office Supplies	\$ 0 \$	0 \$	0 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	0
Dues, Licenses & Subscriptions	\$ 175 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	175
Total General & Administrative	\$ 16.852 \$	4.053 \$	3.969 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	24.875

Community Development District Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Operations & Maintenance													
Field Expenditures													
Property Insurance	\$ 895 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	895
Field Management	\$ 625 \$	625 \$	625 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,875
Landscape Maintenance	\$ 1,912 \$	1,912 \$	1,912 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,736
Landscape Replacement	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Streetlights	\$ 1,220 \$	1,220 \$	1,220 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3,659
Electric	\$ 302 \$	233 \$	283 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	818
Sidewalk & Asphalt Maintenance	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Irrigation Repairs	\$ 114 \$	93 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	207
General Repairs & Maintenance	\$ 1,226 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,226
Contingency	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Subtotal Field Expenditures	\$ 6,294 \$	4,083 \$	4,039 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	14,416
Amenity Expenditures													
Amenity - Electric	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Amenity - Water	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Playground Lease	\$ 4,254 \$	4,254 \$	4,254 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	12,763
Internet	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Pest Control	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Janitorial Service	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Security Services	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Amenity Access Management	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Pool Maintenance	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Amenity Repairs & Maintenance	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Contingency	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Subtotal Amenity Expenditures	\$ 4,254 \$	4,254 \$	4,254 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	12,763
Total Operations & Maintenance	\$ 10,549 \$	8,337 \$	8,294 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	27,179
Total Expenditures	\$ 27,401 \$	12,390 \$	12,263 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	52,054
Net Change in Fund Balance	\$ (7,401) \$	31,171 \$	196,843 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	220,612

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 50% of Maximum Annual Debt Service

Reserve Fund Requirement \$86,038 Reserve Fund Balance \$86,038

Bonds Outstanding - 11/24/20 \$2,950,000 Less: Principal Payment - 5/1/22 (\$55,000)

Current Bonds Outstanding \$2,895,000

Series 2022, Special Assessment Revenue Bonds

Interest Rate: 3.250%, 3.625%, 4.000%, 4.125%

Maturity Date: 5/1/2052

Reserve Fund Definition Maximum Annual Debt Service

Reserve Fund Requirement \$604,294 Reserve Fund Balance \$604,294

Bonds Outstanding - 03/11/22 \$10,465,000

Current Bonds Outstanding \$10,465,000

COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Receipts

Fiscal Year 2023

Gross Assessments \$ 114,515.90 \$ 185,133.92 \$ 299,649.82 Net Assessments \$ 106,499.79 \$ 172,174.55 \$ 278,674.33

ON ROLL ASSESSMENTS

							38.22%	61.78%	100.00%
								Series 2020 Debt	
Date	Distribution	Gross Amount	(Discount)/Penalty	Commission	Interest	Net Receipts	O&M Portion	Service	Total
11/16/22	10/1/22-10/31/22	\$2,110.21	(\$84.41)	(\$40.52)	\$0.00	\$1,985.28	\$758.71	\$1.226.57	\$1,985.28
11/21/22	11/1/22-11/6/22	\$10,551.05	(\$422.05)	(\$202.58)	\$0.00	\$9,926.42	\$3,793.54	\$6,132.88	\$9,926.42
11/25/22	11/7/22-11/13/22	\$2,110.21	(\$84.41)	(\$40.52)	\$0.00	\$1,985.28	\$758.71	\$1,226.57	\$1,985.28
12/12/22	11/14/22-11/23/22	\$29,542.94	(\$1,181.74)	(\$567.22)	\$0.00	\$27,793.98	\$10,621.91	\$17,172.07	\$27,793.98
12/21/22	11/24/22-11/30/22	\$189,918.90	(\$7,596.90)	(\$3,646.44)	\$0.00	\$178,675.56	\$68,283.68	\$110,391.88	\$178,675.56
12/23/22	12/01/22-12/15/22	\$21,102.10	(\$822.99)	(\$405.58)	\$0.00	\$19,873.53	\$7,594.98	\$12,278.55	\$19,873.53
12/31/22	1% Fee Adj	(\$2,996.50)	\$0.00	\$0.00	\$0.00	(\$2,996.50)	(\$1,145.16)	(\$1,851.34)	(\$2,996.50)
	TOTAL \$	5 252,338.91	\$ (10,192.50) \$	(4,902.86) \$		\$ 237,243.55	\$ 90,666.37	\$ 146,577.18	\$ 237,243.55

_		
ſ	85%	Net Percent Collected
	\$41,430.78	Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

Eden Hills Addition 2 LLC	3		\$139,999.90		\$52,499.90	\$87,500.00
Date	Due	Check	Net	Amount	Operations &	Series 2022
Received	Date	Number	Assessed	Received	Maintenance	Debt Service
	10/1/22		\$35,000.00		\$0.00	\$0.00
	12/1/22		\$35,000.00		\$0.00	\$0.00
	2/1/23		\$35,000.00		\$0.00	\$0.00
	5/1/23		\$35,000.00		\$0.00	\$0.00
			\$ 140,000.00	\$ -	\$ -	\$ -

JMBI Development LLC			\$817,037.50			\$300,000.00	\$517,037.50
Date	Due	Check	Net	A	mount	Operations &	Series 2022
Received	Date	Number	Assessed	R	eceived	Maintenance	Debt Service
	10/1/22		\$204,259.38			\$0.00	\$0.00
	12/1/22		\$204,259.38			\$0.00	\$0.00
	2/1/23		\$204,259.38			\$0.00	\$0.00
	5/1/23		\$204,259.38			\$0.00	\$0.00
			\$ 817,037.52	\$	-	\$ -	\$ -

SECTION 3

SECTION (a)

Requisition	Payee/Vendor	Amount
38	Wood & Associates Engineering, LLC	\$ 53,675.00
39	Stacy's Printing	\$ 66.30
40	Tucker Paving, Inc.	\$ 1,141,642.76
41	JMBI Development, LLC	\$ 3,750.00
42	JMBI Development, LLC	\$ 3,750.00
43	Curtis T. Campbell	\$ 5,000.00
44	JMBI Development, LLC	\$ 3,750.00
45	HUB International Midwest West	\$ 38,894.00
46	KE Law Group	\$ 379.45
47	JMBI Development, LLC	\$ 3,750.00
48	Tucker Paving, Inc.	\$ 21,030.82
49	JMBI Development, LLC	\$ 3,750.00
50	Greenland Services, LLC	\$ 8,500.00
51	Wood & Associates Engineering, LLC	\$ 6,122.44
52	Stacy's Printing	\$ 1.65
53	Stewart & Associates Property Services	\$ 11,000.00
	TOTAL	\$ 1,305,062.42

SECTION (b)

EXHIBIT C

FORMS OF REQUISITIONS

EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

(Acquisition and Construction # 242784006)

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 Trust Company, National Association (successor to 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 March 1, 2022 (collectively, the "Series 2022 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2022 Indenture):

- (A) Requisition Number: 1
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of payee pursuant to Acquisition Agreement: Center State Development 2, LLC
- (D) Amount Payable: \$764,638.31
- (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): Reimbursable costs
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

 Phase 2B Series 2022 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 2B Series 2022 Assessment Area Acquisition and Construction Account of the Acquisition and Construction Fund
- 3. and each disbursement set forth above was incurred in connection with:
 - the Costs of the Series 2022 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

Responsible Officer

Date:

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE OR INON-OPERATING COSTS REQUESTS ONLY!

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2022 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2022 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 2022 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 2022 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: 2/2/22

Centel State Development.

& 764, Le38.31

Reimbursonat Cost.

EXHIBIT C

FORMS OF REQUISITIONS

EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

(Acquisition and Construction # 242784006)

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 Trust Company, National Association (successor to 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 March 1, 2022 (collectively, the "Series 2022 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2022 Indenture):

- (A) Requisition Number: 2
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of payee pursuant to Acquisition Agreement: Con-Sur, Inc.
- (D) Amount Payable: \$194,161.50
- (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 # 3 period thru 8/31/22
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Phase 2B – Series 2022 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 2B – Series 2022 Assessment Area Acquisition and Construction Account of the Acquisition and Construction Fund

3. and each disbursement set forth above was incurred in connection with:

the Costs of the Series 2022 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:	Jill Burns
Re	esponsible Officer
Date:	10/12/2022

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 2022 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2022 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 2022 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 2022 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.

Date: 10-6.22

EXHIBIT C

FORMS OF REQUISITIONS

EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

(Acquisition and Construction # 242784006)

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 Trust Company, National Association (successor to 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 March 1, 2022 (collectively, the "Series 2022 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2022 Indenture):

- (A) Requisition Number: 3
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of payee pursuant to Acquisition Agreement: Con-Sur, Inc. Attn: Sheldon McVay 4301 Old Bartow Eagle Lake Rd Bartow, FL 33830
- (D) Amount Payable: \$165,600.00
- (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 # 4 period thru 9/30/22
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Phase 2B – Series 2022 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 2B – Series 2022 Assessment Area Acquisition and Construction Account of the Acquisition and Construction Fund

3. and each disbursement set forth above was incurred in connection with:

the Costs of the Series 2022 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 Office

ate:

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 2022 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2022 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 2022 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 2022 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.

onsulting Engineer

Date: 10.21.22

EXHIBIT C

FORMS OF REQUISITIONS

EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

(Acquisition and Construction # 242784006)

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 Trust Company, National Association (successor to 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 March 1, 2022 (collectively, the "Series 2022 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2022 Indenture):

- (A) Requisition Number: 4
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of payee pursuant to Acquisition Agreement: Eden Hills Addition 2, LLC
- (D) Amount Payable: \$202,000.00
- (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): Reimburse for Signature Privacy Walls of Florida
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Phase 2B – Series 2022 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 2B – Series 2022 Assessment Area Acquisition and Construction Account of the Acquisition and Construction Fund

3. and each disbursement set forth above was incurred in connection with:

the Costs of the Series 2022 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: Dagangible Office

Date: In Is

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 2022 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2022 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 2022 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 2022 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

EXHIBIT C

FORMS OF REQUISITIONS

EDEN HILLS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022

(Acquisition and Construction # 242784006)

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 Trust Company, National Association (successor to 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 March 1, 2022 (collectively, the "Series 2022 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2022 Indenture):

- (A) Requisition Number: 5
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of payee pursuant to Acquisition Agreement: Con-Sur, Inc.
- (D) Amount Payable: \$383,814.00
- (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 # 5 period thru 10/31/22
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Phase 2B – Series 2022 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 2B – Series 2022 Assessment Area Acquisition and Construction Account of the Acquisition and Construction Fund

3. and each disbursement set forth above was incurred in connection with:

the Costs of the Series 2022 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

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 2022 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2022 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 2022 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 2022 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: 10-31-22