

**EAST BONITA  
BEACH ROAD**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**September 30, 2020**

**BOARD OF SUPERVISORS**

**CONTINUED SPECIAL  
PUBLIC MEETING AGENDA**

**EAST BONITA BEACH ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

**Agenda Letter**

# East Bonita Beach Road Community Development District

## OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

September 28, 2020

Board of Supervisors  
East Bonita Beach Road Community Development District

Dear Board Members:

The Board of Supervisors of the East Bonita Beach Road Community Development District will hold a Continued Special Public Meeting on September 30, 2020, at 1:00 p.m., remotely, via Zoom, at <https://us02web.zoom.us/j/89090458720>, Meeting ID **890 9045 8720** or by dialing **1-929-205-6099**, Meeting ID **890 9045 8720**. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Presentation/Consideration of Amended and Restated Engineer's Report [Assessment Area 2 Project]
4. Presentation/Consideration of Second Supplemental Special Assessment Methodology Report [Assessment Area 2 Project]
5. Consideration of Resolution 2020-08, Declaring Special Assessments; Designating the Nature and Location of the Proposed Improvements; Declaring the Total Estimated Cost of the Improvements, the Portion To Be Paid By Assessments, and the Manner and Timing In Which the Assessments Are To Be Paid; Designating the Lands Upon Which the Assessments Shall Be Levied; Providing for an Assessment Plat and a Preliminary Assessment Roll; Addressing the Setting of Public Hearings; Providing for Publication of this Resolution; and Addressing Conflicts, Severability and an Effective Date
6. Consideration of Resolution 2020-09, Supplementing Its Resolution 2018-03 by Authorizing the Issuance of its East Bonita Beach Road Community Development District Special Assessment Revenue Bonds, Series 2020 (Assessment Area Two) in a Principal Amount of Not Exceeding \$8,000,000 for the Principal Purpose of Acquiring and Constructing Assessable Improvements; Delegating to the Chairman or Vice Chairman of the Board of Supervisors of the District, Subject to Compliance With the Applicable Provisions Hereof, the Authority to Award the Sale of Such 2020 Bonds to FMSbonds,

### ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

**NOTE: Meeting Time**

Inc., by Executing and Delivering to Such Underwriter a Bond Purchase Contract and Approving the Form Thereof; Approving the Form of and Authorizing the Execution of the Second Supplemental Trust Indenture; Appointing U.S. Bank National Association as the Trustee, Bond Registrar and Paying Agent for Such 2020 Bonds; Making Certain Findings; Approving Form of Said 2020 Bonds; Approving the Form of the Preliminary Limited Offering Memorandum and Authorizing the Use by the Underwriter of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and the Execution of the Limited Offering Memorandum; Approving the Form of the Continuing Disclosure Agreement and Authorizing the Execution Thereof; Authorizing Certain Officials of East Bonita Beach Road Community Development District and Others to Take All Actions Required in Connection With the Issuance, Sale and Delivery of Said 2020 Bonds; Providing Certain Other Details With Respect to Said 2020 Bonds; and Providing an Effective Date

- Exhibit A: Form of Second Supplemental Trust Indenture
- Exhibit B: Form of Bond Purchase Contract
- Exhibit C: Form of Preliminary Limited Offering Memorandum and Limited Offering Memorandum
- Exhibit D: Form of Continuing Disclosure Agreement

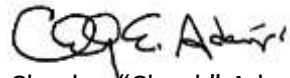
7. Consideration of Forms of Ancillary Bond Documents
  - A. Acquisition Agreement
  - B. Completion Agreement
  - C. True Up Agreement
  - D. Collateral Assignment
  - E. Declaration of Consent
8. Consideration of Acquisition of Phase 2 Improvements and Real Property
9. Consideration of Hopping Green & Sams Fee Letter
10. Audience Comments/Supervisors' Requests
11. Adjournment

“Further, please be advised that the Florida Governor’s Office has declared a state of emergency due to the Coronavirus (COVID-19). As reported by the Center for Disease Control and World Health Organization, COVID-19 can spread from person-to-person through small droplets from the nose or mouth, including when an individual coughs or sneezes. These droplets may land on objects and surfaces. Other people may contract COVID-19 by touching these objects or surfaces, then touching their eyes, nose or mouth. Therefore, merely cleaning facilities, while extremely important and vital in this crisis, may not be enough to stop the spread of this virus. “

“That said, the District wants to encourage public participation in a safe and efficient manner. Toward that end, anyone wishing to listen and participate in the meeting can do so via Zoom, details specified herein. Additionally, participants are encouraged to submit questions and comments to the District’s manager at [adamsc@whhassociates.com](mailto:adamsc@whhassociates.com).”

Should you have any questions, please do not hesitate to contact me directly at 239-464-7114.

Sincerely,



Chesley “Chuck” Adams  
District Manager

**OPTIONS FOR MEETING PARTICIPATION**

<https://us02web.zoom.us/j/89090458720>

**MEETING ID: 890 9045 8720**

**OR**

**CALL IN NUMBER: 1-929-205-6099**

**MEETING ID: 890 9045 8720**

**EAST BONITA BEACH ROAD**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3**

AMENDED AND RESTATED  
ENGINEER'S REPORT  
FOR THE  
EAST BONITA BEACH ROAD  
COMMUNITY DEVELOPMENT DISTRICT

PREPARED FOR:

BOARD OF SUPERVISORS  
EAST BONITA BEACH ROAD  
COMMUNITY DEVELOPMENT DISTRICT

ENGINEERS:

BANKS ENGINEERING  
10511 SIX MILE CYPRESS PKWY, SUITE 101  
FORT MYERS, FLORIDA 33966

**September 28, 2020**

## TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE NO.</u>
1. INTRODUCTION	3
2. DISTRICT BOUNDARIES AND PROPERTIES SERVED	4
3. EXISTING INFRASTRUCTURE & PROPOSED DEVELOPER-FUNDED INFRASTRUCTURE	5
4. PROPOSED DISTRICT INFRASTRUCTURE	6
5. OPINION OF PROBABLE CONSTRUCTION COSTS AND BENEFIT	9
6. PERMITS	11

### TABLES

TABLE 1	LAND USE SUMMARY	4
TABLE 2	PHASE TABLE	4
TABLE 3	SUMMARY OF OPINION OF PROBABLE COSTS FOR THE PROJECT INFRASTRUCTURE	10

### APPENDIX

EXHIBIT 1	DISTRICT BOUNDARY/ LOCATION MAP
EXHIBIT 2	DISTRICT BOUNDARY SKETCH
EXHIBIT 2A	DESCRIPTION FOR DISTRICT BOUNDARY
EXHIBIT 2B	SKETCH FOR ASSESMENT AREA ONE
EXHIBIT 2C	DESCRIPTION FOR ASSESSMENT AREA ONE
EXHIBIT 2D	DESCRIPTION FOR ASSESSMENT AREA TWO
EXHIBIT 3	DISTRICT ZONING MAP
EXHIBIT 4	EXISTING UTILITIES MAP
EXHIBIT 5	PHASING PLAN
EXHIBIT 6-1	REGIONAL OUTFALL MAP
EXHIBIT 6-2	DISTRICT OUTFALL MAP
EXHIBIT 7	IRRIGATION FACILITIES
EXHIBIT 8	STORMWATER FACILITIES
EXHIBIT 9	BUFFERS
EXHIBIT 10	WETLAND/WILDLIFE MITIGATION
EXHIBIT 11	DISTRICT ROADWAYS



# ENGINEER'S REPORT

## 1. INTRODUCTION

### 1.1 Description of East Bonita Beach Road Community Development District

Seasons at Bonita ("**Development**"), to be served by the East Bonita Beach Road Community Development District ("**District**"), is located in Lee County, Florida lying in Section 1 Township 48, Range 26 East in Bonita Springs, east of I-75 and at the eastern end of Bonita Beach Road. The location is shown by Exhibit "1" of the Appendix. The Development is planned to be developed as a Residential Planned Development consisting of (548) single-family residential units allocated among the following product types: (i) 88 - 60' single-family lots (60'); and (ii) 263 - 50' single-family lots, and 197 - 40' lots.

The District's overall capital improvement plan ("**Capital Improvement Plan**," or "**CIP**"), as described herein, consists of the master stormwater management system, wetland/wildlife impact mitigation, and certain entry roadways, buffers, and irrigation, all of which functions as a system of improvements benefitting all developable lands within the District. While the CIP consists of a system of improvements, the CIP will be split into two distinct assessment areas and projects, known as "**Assessment Area One**" / "**Assessment Area One Project**" and "**Assessment Area Two**" / "**Assessment Area Two Project**." Assessment Area One consists of 102.69 acres, as described in **Exhibit 2B**, and Assessment Area Two is 65.76 acres which is the balance of the lands within the District. The Assessment Area One Project refers to that portion of the CIP allocable to Assessment Area One as previously described in that certain Engineers Report, adopted by the District's Board in January 2018, and, likewise, the Assessment Area Two Project refers to that portion of the CIP allocable to Assessment Area Two.

The CIP and the Development itself are expected to be constructed in two "**Phases**" over time – including "**Phase 1**" and "**Phase 2**," which phases generally correspond with the Assessment Areas. Because the CIP functions as a system of improvements, the Phase 1 construction (just like the Phase 2 construction) includes master infrastructure benefitting both Assessment Area One and Assessment Area Two. Thus, the use of the term "**Phases**" herein is not intended to address the exact geographic location of any construction per se, but rather is intended to identify the timing with which certain infrastructure will be constructed and/or acquired.

Phase 1 construction began January 2018, and Phase 2 construction is expected to commence in August 2020. The Development is planned to be completed in 2022.

Assessment Areas One and Two are expected to include two hundred eighty-four (284) and two hundred sixty-four (264) single-family units, respectively. The unit breakdown for the Assessment Areas is provided in Table 2 and also shown on Exhibit "5." D.R. Horton, the previous developer, constructed an amenity, which is not included as part of the District's CIP. The amenity is located in Assessment Area One and was developed as part of the Phase 1 construction and is owned and operated by the HOA.

The proposed land uses are included in Table 1 below.

**TABLE 1**  
Land Use Summary:

TYPE OF USE	ASSESSMENT AREA ONE (AC)	ASSESSMENT AREA TWO (AC)	TOTAL (AC)	% OF TOTAL PROJECT
RESIDENTIAL	52.12	45.16	97.28	57.8%
RIGHT-OF-WAY*	11.1	8.5	19.6	11.60%
LAKE	23.7	7.3	31	18.4%
BUFFER/COMMON	6.1	4.8	10.9	6.50%
AMENITY AREA	5.1	0	5.1	3.0%
PRESERVE	4.57	0	4.57	2.70%
<b>TOTAL</b>	<b>102.69</b>	<b>65.76</b>	<b>168.45</b>	<b>100%</b>

\*Public RLW area is 0.48ac.

**TABLE 2**  
UNIT COUNTS:

	Assessment Area One	Assessment Area Two	TOTAL
40' LOTS	98	99	197
50' LOTS	181	82	263
60' LOTS	5	83	88
<b>TOTAL</b>	<b>284</b>	<b>264</b>	<b>548</b>

## 1.2 Purpose and Scope of the Report

Prior to the date hereof, the District adopted its *Engineer's Report* dated January 2018 setting forth improvements to be financed, acquired and/constructed by the District as part of the Assessment Area One Project ("2018 Report"). The 2018 Report was created near the time of the start of the construction of the Assessment Area One Project, and was used in connection with the District's issuance of bonds to finance the Assessment Area One Project. The purpose of this Amended and Restated Engineers Report is to update the status of the Assessment Area One Project, and update the overall development cost of the Assessment Area Two Project. An assessment methodology will be developed by the District's methodology consultant, and such methodology shall identify the specific benefit derived to the lands within Assessment Area Two from the Assessment Area Two Project.

## 2. DISTRICT BOUNDARIES AND PROPERTIES SERVED

### 2.1 District Boundaries

Exhibit "1" delineates the boundaries of the District. The District is bounded on the south and west by Bonita Beach Road, the east by the Bonita National project, and the north by public land that is in preservation and owned by the South Florida Water Management District.

## **2.2 Description of Properties Served**

The District is located in Section 1, Township 48 South, Range 26 East, Lee County, Florida and is 168.45 acres in size. The property within the District is zoned for residential development and is depicted on Exhibit "3".

### **3. EXISTING INFRASTRUCTURE & PROPOSED DEVELOPER-FUNDED INFRASTRUCTURE**

#### **3.1 Existing Infrastructure**

The District has been previously cleared and partially filled and prior to development was primarily used for row crops, except for a small wetland that contains some native trees. In 2007 site construction commenced, all of the stormwater lakes were excavated, except for the planned lake within the amenity area. The excavated materials were used onsite to fill properties within the District. These lakes collect any runoff from the District and naturally fluctuate with the ground water. The water level is generally less than one foot below natural ground during the wet season and may drop up to 5 feet below existing grade in the dry season.

#### **3.2 Developer Infrastructure – Utilities, Amenities, Etc.**

The District is located within the Bonita Springs Utilities water-sewer franchise area. Bonita Springs Utilities will provide water and wastewater services to the District. At this time, Bonita Springs Utilities does not have effluent reuse irrigation water available to the District so onsite lakes will be the source for irrigation.

Potable water for the District is available via an existing 16" watermain along Bonita Beach Road. This existing potable watermain is operated by Bonita Springs Utilities. The location of this watermain is shown on Exhibit "4" of the Appendix. New potable water facilities are planned to be constructed to serve the Development. Upon completion, Bonita Springs Utilities will own and maintain these potable water facilities. The District will not finance any portion of the potable water facilities.

Wastewater for the District is available via an existing 12" forcemain along Bonita Beach Road. This existing forcemain is operated by Bonita Springs Utilities. The location of this forcemain is shown on Exhibit "4" of the Appendix. New wastewater facilities are planned to be constructed to serve the Development. Upon completion, Bonita Springs Utilities will own and maintain these potable water facilities. The District will not finance any portion of the wastewater facilities.

The District is located within the Cocohatchee River Drainage Basin with the receiving body being the Cocohatchee River via overland flow through offsite wetlands that connect to the Cocohatchee Canal, which is shown on Exhibit "6-1". This system ultimately discharges to the Gulf of Mexico.

The District is accessed on the south by Bonita Beach Road that is a public roadway that provides access to the District.

The District is located within the franchise areas of Florida Power & Light and CenturyLink. Cable service is available from Comcast. These utility companies will provide electrical power, telephone and cable television services to the Development located within the District.

An amenity center has been constructed as part of the Development. The amenity includes both active and passive recreation uses along with the mailboxes for the residents. The completed amenity area included tennis and pickleball courts, a clubhouse with fitness equipment and meeting areas, and a large pool with a cabana restaurant. The amenity area is currently owned by the developer but will ultimately be owned and maintained by the Seasons at Bonita Homeowners Association. The District will not finance any portion of the amenity area.

#### **4. PROPOSED DISTRICT INFRASTRUCTURE**

##### **4.1 Summary of the District Infrastructure**

Developable lands within the areas of the District will benefit from the proposed CIP. The District's infrastructure generally consists of the following:

- Irrigation
- Stormwater Management
- Buffers
- Public Roadways
- Wetland/Wildlife Impact Mitigation
- Professional Services
- Contingency

##### **4.2 Irrigation**

The District's irrigation system will consist of two irrigation pump stations and controls, irrigation mains of varying sizes, and irrigation services to the lots and other areas of the District. The irrigation system is schematically shown on Exhibit "7". The irrigation system withdraws from the onsite lakes that will be owned by the District. Approximately 36,000 linear feet of irrigation main will be constructed to serve the District. The individual sprinkler systems on the residential lots (and the amenity center) will not be part of the CIP and will not be owned nor maintained by the District. The District will either construct or acquire its portion of the irrigation system and will own and maintain the District irrigation system thereafter.

The Assessment One Area portion of the irrigation system has been completed but was not conveyed or acquired/funded by the District. The irrigation system within Assessment Area Two that makes up a portion of the Assessment Area Two Project will be constructed as part of the Assessment Area Two Project. The cost for the Assessment Area Two Project will also include the cost for the Assessment Area One Project that was constructed, but not requisitioned. Upon completion of the Assessment Area Two irrigation system, the entire system will be conveyed to the District for ownership and maintenance.

##### **4.3 Stormwater Management**

The District's stormwater management system is planned to consist of stormwater management lakes, drainage pipes, catch basins, water control structures, swales, berms, and other conveyance elements as schematically shown in Exhibit "8". Stormwater runoff from within the District will be collected and conveyed to the stormwater management lakes for water quality treatment and quantity storage. Stormwater runoff from the District will be stored in the lakes during the storm events.

The storm water management system has been designed and will be constructed in accordance with South Florida Water Management District standards for water quality treatment, quantity storage and flood protection. The existing storm water lakes will be reshaped to create littoral planting areas, and the lake banks will be re-graded as necessary to comply with regulatory requirements. The lake within the amenity area was excavated as part of the Assessment Area One Project, and the material generated used to reshape the other lakes within Assessment Areas One. Ground cover will be provided at all lakes and as necessary to prevent erosion. Ground cover will consist of sod, shrubs, and littoral and upland plantings in and around the lakes and berms.

Approximately 13,000 feet of valley gutter and 12,000 feet of drainage pipes and 85 inlets will be constructed as part of the District CIP. These are the conveyance elements that will drain the Development and connect to the stormwater lakes.

The stormwater management improvements for the Development will be constructed or acquired by the District when completed. Also, the Developer will sell to the District the fee title, based upon an appraisal, land where the storm water management lakes are located. The District will finance all or a portion of the costs of acquiring the fee title to the lakes, as well as any costs for completing the construction and/or acquisition of the work necessary to complete the stormwater management system. The District will own and maintain the stormwater management system.

The Assessment Area One portion of the stormwater management system has been completed and conveyed to the District, including ownership of the lakes within the Assessment One Area. The stormwater management system within the Assessment Area Two project area will be constructed as part of the Assessment Area Two Project. Upon completion of the Assessment Area Two stormwater management system, it will be conveyed to the District for ownership and maintenance along with the fee title for the lakes within Assessment Area Two.

#### **4.4 Buffers**

Buffers will be provided around the perimeter of the District. These buffers will consist of decorative plantings and a buffer wall and are shown on Exhibit "9". The buffers plantings will consist of ground cover, sod, shrubs, flowers, trees, and other plant materials adjacent to public properties. This vegetation will help beautify the District and the buffers provide a visual barrier between the District and the adjacent uses. The buffers will also include a perimeter wall that provides enhanced security to the District. The entry features outside of any gated structures will be part of the District CIP. The District cost will be for the wall and the planting materials that are on the outside of the perimeter wall along with the cost of the acquisition of the buffer tracts based on the appraised value.

The Assessment Area One portion of the buffers has been completed. The Assessment Area One buffer wall was conveyed to the District, but the plantings although constructed, were not requisitioned or conveyed. The buffers within Assessment Area Two will be constructed as part of the Assessment Area Two Project. The cost for the Assessment Area One plantings that were not requisitioned will be included as part of the Assessment Area Two Project cost. Upon completion, the Assessment Area Two buffers and Assessment Area One plantings will be conveyed to the District for ownership and maintenance.

#### **4.5 Public Roadways**

The roadways within the District will consist of two-lane curbed roadways. The roadways will provide access to the various land uses within the District. The roadways for the District will connect to Bonita Beach Road. The roadways will be constructed to City of Bonita Springs requirements within platted rights-of-ways and easements.

While 20,000 feet of roadway is proposed within the District, only the portion of the roadway (“**CDD Roadways**”) that is outside the entry gates will be owned by the District. The roadways (“**HOA Roadways**”) within the gates will be owned and maintained by the HOA. The CDD Roadways and HOA Roadways are shown on Exhibit “5”.

The CDD Roadways will be constructed or acquired by the District when completed. The District will acquire the completed CDD Roadways for the cost of the construction of the improvements for the CDD Roadways along with the cost of the right of way acquisition based on the appraised value. The District will be responsible for perpetual maintenance of the CDD Roadways. The public will have access to the CDD Roadways. A manned access gate will be owned and operated by the HOA (and not financed by the District) to secure access into the HOA Roadways.

Entry features will be located within and adjacent to the CDD Roadways. The CDD Roadways and entry features will be landscaped to help the CDD Roadways blend into the community. Landscaping may consist of sod, annual flowers, shrubs, trees and ground covers. These improvements are part of the CDD Roadways and District CIP and will be owned and maintained by the District.

The public roadway was completed as part of the Assessment One Area (Phase 1) Project. The cost for the road construction was requisitioned and conveyed to the District along with the fee interest in the property. The entry features and plantings within the roadway tract were not requisitioned or conveyed to the District. The cost for these facilities will be included as part of the Assessment Area Two (Phase 2) Project.

#### **4.6 Wetland/Wildlife Mitigation**

The wetland impact mitigation for the Development will consist of the enhancement of the onsite mitigation area generally reflected on Exhibit 10. The mitigation will be completed in accordance with SFWMD, ACOE and City of Bonita Springs requirements. Enhancement of the mitigation areas will occur through construction and planting of aquatic littoral zones in the mitigation areas, removal of exotic plant species and replanting of the preserve areas with native plants.

A vegetated buffer is required around the wetland as part of the wetland and wildlife mitigation. This buffer will be planted with native plants. The cost for the grading and planting of this buffer will be part of the District mitigation work.

The enhancement activities will be part of the District CIP and was in part financed by the District as part of the Assessment Area One Project and the remainder will be part of the Assessment Area Two Project. The acquisition of the conservation area, based on the appraised value, was part of the Assessment Area One Project.

The wetland/wildlife mitigation was partially completed as part of the Assessment One Area project and the mitigation area conveyed to the District. The planting of some additional mitigation plants are necessary since the plant coverage has not met the permit success criteria. These additional plants will be installed as part of the Assessment Area Two project. Upon

completion of the Assessment Area Two mitigation plantings, they will be conveyed to the District for ownership and maintenance.

#### **4.7 Professional Services**

The professional services for design and construction of all components of the District CIP including the engineering, utilities, soils investigation and testing, landscaping design, environmental consultation, and construction services for inspection of the CIP during construction will be financed by the District. The professional services for the design and construction of the private infrastructure will not be part of the District CIP, nor financed by the District.

The Assessment One Area portion of the professional services have been completed and conveyed to the District. The professional services for the Assessment Area Two will be part of the Assessment Area Two Project. Upon completion, the Assessment Area Two professional fees will be conveyed to the District.

#### **4.8 Contingency**

These costs include a reasonable contingency in the amount of approximately 10% to cover unexpected cost or unforeseen requirements, and to cover any inflationary cost since construction of some District infrastructure may not occur for several years.

### **5. OPINION OF PROBABLE CONSTRUCTION COSTS AND BENEFIT**

A summary of the opinion of probable costs for the public improvements comprising the CIP to be financed by the District is represented in Table 3. The costs do not include the legal, administrative, financing, operation or maintenance services necessary to finance and operate the District infrastructure.

\$562,202.49 of the cost contained within the Assessment Area Two Project estimate represents the amount of shortfall from the Assessment Area One Project that was not paid out of the bond proceeds from the Series 2018 bond issuance but remain eligible for reimbursement from the Series 2020 bond issuance. Said another way, the District acquired \$5,279,911 worth of improvements and real property in 2018 but only had \$4,717,708.51 in bond proceeds to reimburse the developer. Pursuant to the acquisition agreement between the developer and the District, should the District issue additional bonds in the future, the difference between the value of the improvements acquired by the District in 2018 and what the district could requisition from bond proceeds is eligible for reimbursement if the District issued bonds in the future. Accordingly, the shortfall has been made part of the Assessment Area Two Project Cost.

The public improvements comprising the CIP benefit the District and the estimate of probable cost is less than the benefit the assembled property within the District will receive as a result of the construction of the CIP. The District Assessment Methodology will apportion the cost based on the special benefit received by the residential units planned for the District.

There are no impact fee credits available for any improvements included within the CIP.

It is my professional opinion that these costs are reasonable for the work to be performed and benefit the developable real property in the District. I believe that the District's planned CIP is feasible and can be constructed within the budget set forth in this Report.

The cost estimates set forth herein are estimates based on current plans and market conditions, which are subject to change. Accordingly, the CIP as used herein refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, roadways, etc.) to support the development and sale of the planned residential units, which (subject to true-up determinations) number and type of units may be changed with the development of the CIP.

**TABLE 3**

Summary of Opinion of Probable Cost:

Project Description	Assessment Area One Estimated Construction Cost <sup>5</sup>	Assessment Area One Reimbursement from 2018 Bonds	Assessment Area Two Estimated Construction Cost	Total CIP Construction Costs <sup>6</sup>
IRRIGATION	\$675,000		\$850,000	\$850,000
STORMWATER MANAGEMENT <sup>1</sup>	\$1,525,000	\$1,166,665	\$1,200,000	\$2,366,665
BUFFERS	\$475,000	\$310,507	\$650,000	\$960,507
PUBLIC ROADWAYS	\$250,000	\$8,289	\$300,000	\$308,289
WETLAND/WILDLIFE MITIGATION	\$35,000		\$10,000	\$10,000
PROFESSIONAL SERVICES	\$ 100,000	\$20,490	\$50,000	\$70,490
CONTINGENCY	\$310,000		\$300,000	\$300,000
TOTALS	\$3,370,000	\$1,505,951	\$3,360,000	\$4,865,951
MASTER LAND ACQUISITION COSTS:		\$3,211,757.51 <sup>2</sup>	\$2,112,202.49 <sup>3</sup>	\$5,323,960
<b>GRAND TOTAL:</b>		\$4,717,708.51 <sup>4</sup>	\$5,472,202.49	<b>\$10,189,911</b>

1. All of this cost is for infrastructure work performed as of 2018 and does not include any amounts for excavation of the stormwater lakes prior to 2018.
2. The Phase 1 land value was computed as 37.58 acres x \$100,000 per acre for the CDD Roadways, stormwater, and buffer areas, plus 4.56 acres x \$3,500 per acre for the mitigation area. The land value is based on the appraisal provided by Integra Realty Resources. The appraisal was for \$3,773,960; of that total amount, \$3,211,757.51 was reimbursed with proceeds from the 2018 Bonds, the remainder (\$562,202.49) is included in the Assessment Area Two Project cost.
3. The Phase 2 land value is based on the appraisal provided by Integra Realty Resources dated August 17, 2020 for the lakes and buffer tracts within Assessment Area Two. The appraisal of the Assessment Area Two lands was for \$1,550,000. The Assessment Area Two master land acquisition cost also includes the land cost from the Assessment Area One Project that were requisitioned but not reimbursed to the Developer (\$562,202.49).
4. \$4,717,708.51 of the \$5,279,911 Assessment Area One Project cost were reimbursed to the developer as part of the construction requisition for Assessment Area One. In accordance with the acquisition agreement between the District and the developer, the difference (\$562,202.49) will be part of the Assessment Area Two Project cost and eligible for reimbursement to the Developer.
5. These values in Table 3 are from the Engineering Report for East Bonita Beach Road CDD dated January 9<sup>th</sup>, 2018.
6. Total CIP is the Assessment Area One Project amounts previously reimbursed to the developer (\$4,717,708.51) plus the total estimated Assessment Area Two Project amounts.



6. **PERMITS**

**Overall Project Permits**

Permits for construction are required prior to the commencement of construction of infrastructure improvements. The permitting agencies have continuing jurisdiction over the public infrastructure being financed. The following permits have been obtained for the overall CIP:

- Local zoning approval.
- Army Corps of Engineers Dredge and Fill Permit.
- South Florida Water Management District Environmental Resource Permit (ERP).
- Development Order Approval for Site Infrastructure by the City of Bonita Springs.

The following permits have been obtained for the Phase 1 project:

- Bonita Springs Utilities Construction Approval for Water and Sewer Facilities.
- Florida Department of Environmental Protection Wastewater and Lee County Environmental Health Water Construction Permits.
- The subdivision plat for the Assessment Area One Project has been approved by the City of Bonita Springs and recorded.

The following permits have been obtained for approximately half of the Phase 2 Project:

- Bonita Springs Utilities Construction Approval for Water and Sewer Facilities.
- Florida Department of Environmental Protection Wastewater and Lee County Environmental Health Water Construction Permits.

The remaining permits and plats for construction of the CIP are expected to be obtained in due course.

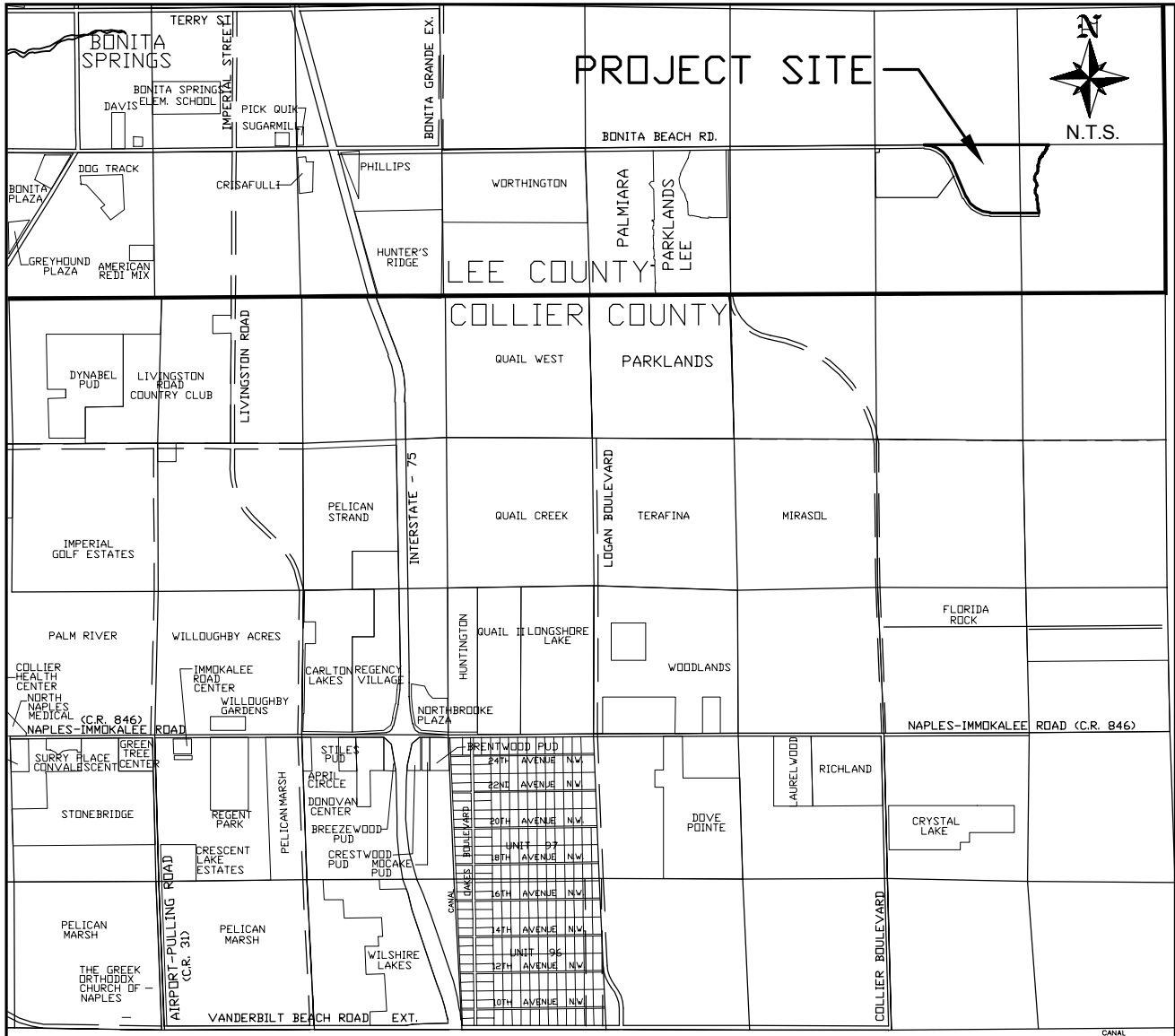
All permits necessary for construction of the CIP are expected to be obtained in due course.

---

David R. Underhill, Jr.                      Date  
FL License No. 47029  
District Engineer

## **APPENDIX**

# SITE LOCATION MAP

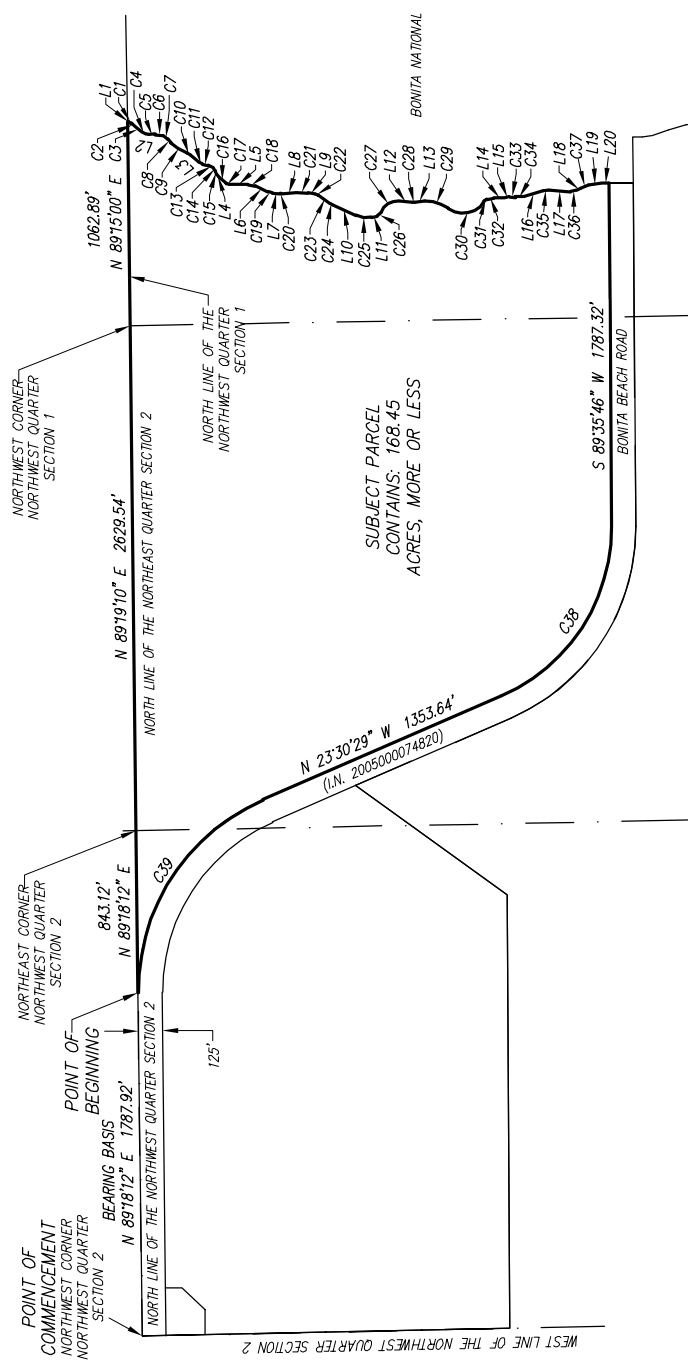


SECTION 1, TOWNSHIP 48 SOUTH, RANGE 26 EAST  
LEE COUNTY, FLORIDA

# EAST BONITA BEACH ROAD C.D.D.

## PROJECT LOCATION MAP

EXHIBIT 1



## SKETCH OF DESCRIPTION

OF  
A TRACT OR PARCEL OF LAND LYING IN  
SECTIONS 1 AND 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST,  
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA  
EXHIBIT "B"

THIS SKETCH OF DESCRIPTION  
IS NOT A BOUNDARY SURVEY

### NOTES:

- 1.) SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.
- 2.) BEARINGS ARE BASED ON THE "STATE PLANE COORDINATE SYSTEM" FLORIDA ZONE WEST NAD 83 (CORS), WHEREIN THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST BEARS N 89°18'12" E.

### CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	16.00'	60°18'50"	16.84'	16.08'	S 29°24'25" W
C2	83.50'	17°08'57"	24.99'	24.90'	S 50°59'21" W
C3	421.93'	06°20'50"	46.74'	46.72'	S 38°28'14" W
C4	56.00'	24°36'12"	24.05'	23.86'	S 22°59'43" W
C5	77.50'	24°36'11"	33.28'	33.02'	S 01°36'28" E
C6	63.21'	47°28'44"	45.76'	44.77'	S 06°49'48" W
C7	60.00'	26°53'54"	28.17'	27.91'	S 41°01'07" W
C8	117.50'	12°21'39"	25.35'	25.30'	S 48°17'15" W
C9	286.61'	19°57'14"	99.82'	99.31'	S 32°07'48" W
C10	55.00'	19°47'28"	19.00'	18.90'	S 32°02'55" W
C11	34.30'	41°00'49"	24.55'	24.03'	S 26°57'38" W
C12	97.33'	16°43'45"	28.42'	28.32'	S 10°49'28" W
C13	173.66'	10°26'14"	31.63'	31.59'	S 23°56'51" W
C14	22.00'	53°27'49"	20.53'	19.79'	S 56°00'49" W
C15	43.74'	28°18'10"	21.61'	21.39'	S 68°35'38" W
C16	147.00'	18°42'18"	47.99'	47.78'	S 41°12'21" W
C17	30.00'	31°47'50"	16.65'	16.44'	S 15°57'17" W
C18	85.00'	25°23'50"	37.68'	37.37'	S 12°45'17" W
C19	68.00'	19°17'07"	22.89'	22.78'	S 15°48'39" W
C20	48.50'	11°01'51"	8.95'	8.94'	S 00°39'10" W
C21	290.00'	12°06'24"	61.28'	61.16'	S 01°11'26" W
C22	47.50'	23°46'45"	19.71'	19.57'	S 19°08'00" W
C23	469.77'	09°07'39"	74.84'	74.76'	S 35°35'13" W
C24	47.50'	15°03'30"	12.48'	12.45'	S 32°37'17" W
C25	128.00'	37°51'48"	84.59'	83.06'	S 06°09'38" W
C26	29.97'	60°21'58"	31.58'	30.14'	S 41°12'00" E
C27	88.00'	76°48'36"	117.97'	109.33'	S 32°58'41" E
C28	65.00'	12°06'17"	13.73'	13.71'	S 00°37'32" E
C29	200.00'	37°46'33"	131.86'	129.49'	S 16°45'02" W
C30	130.00'	94°14'47"	213.84'	190.53'	S 11°29'05" E
C31	25.00'	39°51'42"	17.39'	17.04'	S 38°40'38" E
C32	98.14'	22°30'22"	38.55'	38.30'	S 07°29'36" E
C33	75.00'	23°56'39"	31.34'	31.12'	S 00°25'15" W
C34	87.00'	28°30'04"	43.28'	42.83'	S 01°51'28" E
C35	87.00'	20°01'46"	30.41'	30.26'	S 06°05'37" E
C36	56.00'	35°38'16"	34.83'	34.27'	S 13°53'52" E
C37	110.00'	23°00'29"	44.17'	43.88'	S 20°12'46" E
C38	955.00'	66°53'44"	1115.01'	1052.75'	S 56°57'22" W
C39	1081.00'	67°11'18"	1267.65'	1196.25'	S 57°06'09" W

### LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 00°45'00" E	7.13'	L11	S 12°46'16" E	27.97'
L2	S 10°41'57" W	16.05'	L12	S 05°25'37" W	70.20'
L3	S 41°56'39" W	57.94'	L13	S 06°40'40" E	49.18'
L4	S 51°53'17" W	18.18'	L14	S 01°20'37" E	54.56'
L5	S 00°03'22" W	99.60'	L15	S 11°33'05" E	26.09'
L6	S 25°27'12" W	72.66'	L16	S 16°06'30" E	104.81'
L7	S 06°10'05" W	39.67'	L17	S 03°55'16" W	114.57'
L8	S 04°51'46" E	76.99'	L18	S 31°43'00" E	22.00'
L9	S 07°14'38" W	38.05'	L19	S 08°42'31" E	70.09'
L10	S 25°05'32" W	134.89'	L20	S 00°04'22" W	38.50'

### LEGEND:

- LB INDICATES LICENSED BUSINESS
- I.N. INDICATES INSTRUMENT NUMBER
- L1 INDICATES LINE 1 FROM LINE TABLE
- C1 INDICATES CURVE 1 FROM CURVE TABLE

EXHIBIT 2

**BANKS ENGINEERING**  
Professional Engineers, Planners, & Land Surveyors  
Serving The State Of Florida

10511 SIX MILE CYPRESS PARKWAY  
FORT MYERS, FLORIDA 33966  
PHONE: (239) 939-5490 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6690  
WWW.BANKSENG.COM

DISTRICT BOUNDARY SKETCH  
EAST BONITA BEACH ROAD C.D.D.  
LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
10/25/2017	1324DR	CDD BNDY	JLW	JLW	DRU	N.T.S.	1

**EXHIBIT "B"**

DESCRIPTION  
OF A  
PARCEL OF LAND  
LYING IN

SECTIONS 1 AND 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST,  
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

(AS RECORDED IN INSTRUMENT NUMBER 2005000070029)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTIONS 1 AND 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST; THENCE N.89°18'12"E., ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1787.92 FEET TO THE **POINT OF BEGINNING**. THENCE CONTINUE N.89°18'12"E., ALONG SAID NORTH LINE A DISTANCE OF 843.12 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE N.89°19'10"E., ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 2,629.54 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE N.89°15'00"E., ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1,062.89 FEET; THENCE S.00°45'00"E., A DISTANCE OF 7.13 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF 60°18'50", A CHORD BEARING OF S.29°24'25"W., AND A CHORD LENGTH OF 16.08 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 16.84 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 83.50 FEET, A CENTRAL ANGLE OF 17°08'57", A CHORD BEARING OF S.50°59'21"W., AND A CHORD LENGTH OF 24.90 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 24.99 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 421.93 FEET, A CENTRAL ANGLE OF 06°20'50", A CHORD BEARING OF S.38°28'14"W., AND A CHORD LENGTH OF 46.72 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 46.74 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE LEFT HAVING: A RADIUS OF 56.00 FEET, A CENTRAL ANGLE OF 24°36'12", A CHORD BEARING OF S.22°59'43"W., AND A CHORD LENGTH OF 23.86 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 24.05 FEET TO THE END OF SAID CURVE; THENCE S.10°41'37"W., A DISTANCE OF 16.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 77.50 FEET, A CENTRAL ANGLE OF 24°36'11", A CHORD BEARING OF S.01°36'28"E., AND A CHORD LENGTH OF 33.02 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 33.28 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 63.21 FEET, A CENTRAL ANGLE OF 41°28'44", A CHORD BEARING OF S.06°49'48"W., AND A CHORD LENGTH OF 44.77 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 45.76 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT HAVING: A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 26°53'54", A CHORD BEARING OF S.41°0'107"W., AND A CHORD LENGTH OF 27.91 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 28.17 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 117.50 FEET, A CENTRAL ANGLE OF 12°21'39", A CHORD BEARING OF S.48°17'15"W., AND A CHORD LENGTH OF 25.30 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 25.35 FEET TO THE

EXHIBIT 2A  
PAGE 1

**BANKS**  
ENGINEERING  
Professional Engineers, Planners, & Land Surveyors  
Serving The State Of Florida

10511 SIX MILE CYPRESS PARKWAY  
FORT MYERS, FLORIDA 33966  
PHONE: (239) 939-5490 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6690  
WWW.BANKSENG.COM

DESCRIPTION FOR DISTRICT BOUNDARY									
EAST BONITA BEACH ROAD C.D.D.									
LEE COUNTY, FLORIDA									
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET		
10/25/2017	1324DR	CDD BNDY	JLW	JLW	DRU	N.T.S.	1		

POINT OF CURVATURE OF A COMPOUND CURVE TO THE LEFT HAVING: A RADIUS OF 286.61 FEET, A CENTRAL ANGLE OF 19°57'14", A CHORD BEARING OF S.32°07'48"W., AND A CHORD LENGTH OF 99.31 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 99.82 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 19°47'28", A CHORD BEARING OF S.32°02'55"W., AND A CHORD LENGTH OF 18.90 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 19.00 FEET TO THE END OF SAID CURVE; THENCE S.41°56'39"W., A DISTANCE OF 57.94 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 34.30 FEET, A CENTRAL ANGLE OF 41°00'49", A CHORD BEARING OF S.26°57'38"W., AND A CHORD LENGTH OF 24.03 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 24.55 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 97.33 FEET, A CENTRAL ANGLE OF 16°43'45", A CHORD BEARING OF S.10°49'28"W., AND A CHORD LENGTH OF 28.32 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 28.42 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 173.66 FEET, A CENTRAL ANGLE OF 10°26'14", A CHORD BEARING OF S.23°56'51"W., AND A CHORD LENGTH OF 31.59 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.63 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 22.00 FEET, A CENTRAL ANGLE OF 53°27'49", A CHORD BEARING OF S.56°00'49"W., AND A CHORD LENGTH OF 19.79 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 20.53 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 43.74 FEET, A CENTRAL ANGLE OF 28°18'10", A CHORD BEARING OF S.68°35'38"W., AND A CHORD LENGTH OF 21.39 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 21.61 FEET; THENCE S.51°53'17"W., A DISTANCE OF 18.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 147.00 FEET, A CENTRAL ANGLE OF 18°42'18", A CHORD BEARING OF S.41°12'21"W., AND A CHORD LENGTH OF 47.78 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 47.99 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE LEFT HAVING: A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 31°47'50", A CHORD BEARING OF S.15°57'17"W., AND A CHORD LENGTH OF 16.44 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 16.65 FEET TO THE END OF SAID CURVE; THENCE S.00°03'22"W., A DISTANCE OF 99.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 25°23'50", A CHORD BEARING OF S.12°45'17"W., AND A CHORD LENGTH OF 37.37 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 37.68 FEET TO THE END OF SAID CURVE; THENCE S.25°27'12"W., A DISTANCE OF 72.66 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 68.00 FEET, A CENTRAL ANGLE OF 19°17'07", A CHORD BEARING OF S.15°48'39"W., AND A CHORD LENGTH OF 22.78 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 22.89 FEET TO THE END OF SAID CURVE; THENCE S.06°10'05"W., A DISTANCE OF 39.67 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 46.50 FEET, A CENTRAL ANGLE OF 11°01'51", A CHORD BEARING OF S.00°39'10"W., AND A CHORD LENGTH OF 8.94 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 8.95 FEET TO THE END OF SAID CURVE; THENCE S.04°51'46"E., A DISTANCE OF 76.99 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 290.00 FEET, A CENTRAL ANGLE OF 12°06'24", A CHORD BEARING OF S.01°11'26"W., AND A CHORD LENGTH OF 61.16 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 61.28 FEET TO THE END OF SAID CURVE; THENCE S.07°14'38"W., A DISTANCE OF 38.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 47.50 FEET, A CENTRAL ANGLE OF 23°46'45", A CHORD BEARING OF S.19°08'00"W., AND A CHORD LENGTH OF 19.57 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 19.71 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT HAVING: A RADIUS OF 469.77 FEET, A CENTRAL ANGLE OF 09°07'39", A CHORD BEARING OF S.35°35'13"W., AND A CHORD LENGTH OF 74.76 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 74.84 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 47.50 FEET, A CENTRAL ANGLE OF 15°03'30", A CHORD BEARING OF S.32°37'17"W., AND A CHORD LENGTH OF 12.45 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 12.48 FEET TO THE END OF SAID CURVE; THENCE S.25°05'32"W., A DISTANCE OF 134.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 128.00 FEET, A CENTRAL ANGLE OF 37°51'48", A CHORD BEARING

EXHIBIT 2B  
PAGE 2

**BANKS**  
**ENGINEERING**  
Professional Engineers, Planners, & Land Surveyors  
Serving The State Of Florida

10511 SIX MILE CYPRESS PARKWAY  
FORT MYERS, FLORIDA 33966  
PHONE: (239) 939-5490 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6690  
WWW.BANKSENG.COM

DESCRIPTION FOR DISTRICT BOUNDARY  
**EAST BONITA BEACH ROAD C.D.D.**  
LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
10/25/2017	1324DR	CDD BNDY	JLW	JLW	DRU	N.T.S.	1

FEET, A CENTRAL ANGLE OF 76°48'36", A CHORD BEARING OF S.32°58'41"E., AND A CHORD LENGTH OF 109.33 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 117.97 FEET TO THE END OF SAID CURVE; THENCE S.05°25'37"W., A DISTANCE OF 70.20 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 12°06'17", A CHORD BEARING OF S.00°37'32"E., AND A CHORD LENGTH OF 13.71 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 13.73 FEET TO THE END OF SAID CURVE; THENCE S.06°40'40"E., A DISTANCE OF 49.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 37°46'33", A CHORD BEARING OF S.16°45'02"W., AND A CHORD LENGTH OF 129.49 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 131.86 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 94°14'47", A CHORD BEARING OF S.11°29'05"E., AND A CHORD LENGTH OF 190.53 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 213.84 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 39°51'42", A CHORD BEARING OF S.38°40'38"E., AND A CHORD LENGTH OF 17.04 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 17.39 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE TO THE RIGHT HAVING: A RADIUS OF 98.14 FEET, A CENTRAL ANGLE OF 22°30'22", A CHORD BEARING OF S.07°29'36"E., AND A CHORD LENGTH OF 38.30 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 38.55 FEET TO THE END OF SAID CURVE; THENCE S.01°20'37"E., A DISTANCE OF 54.56 FEET; THENCE S.11°33'05"E., A DISTANCE OF 26.09 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 23°56'39", A CHORD BEARING OF S.00°25'15"W., AND A CHORD LENGTH OF 31.12 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 31.34 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 87.00 FEET, A CENTRAL ANGLE OF 28°30'04", A CHORD BEARING OF S.01°51'28"E., AND A CHORD LENGTH OF 42.83 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 43.28 FEET TO THE END OF SAID CURVE; THENCE S.16°06'30"E., A DISTANCE OF 104.81 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 87.00 FEET, A CENTRAL ANGLE OF 20°01'46", A CHORD BEARING OF S.06°05'37"E., AND A CHORD LENGTH OF 30.26 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 30.41 FEET TO THE END OF SAID CURVE; THENCE S.03°55'16"W., A DISTANCE OF 114.57 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 56.00 FEET, A CENTRAL ANGLE OF 35°38'16", A CHORD BEARING OF S.13°53'52"E., AND A CHORD LENGTH OF 34.27 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 34.83 FEET TO THE END OF SAID CURVE; THENCE S.31°43'00"E., A DISTANCE OF 22.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 23°00'29", A CHORD BEARING OF S.20°12'46"E., AND A CHORD LENGTH OF 43.88 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 44.17 FEET TO THE END OF SAID CURVE; THENCE S.08°42'31"E., A DISTANCE OF 70.09 FEET; THENCE S.00°04'22"W., A DISTANCE OF 38.50 FEET; THENCE S.89°35'46"W., A DISTANCE OF 1,787.32 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 955.00 FEET, A CENTRAL ANGLE OF 66°53'44", A CHORD BEARING OF N.56°57'22"W., AND A CHORD LENGTH OF 1,052.75 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1,115.01 FEET TO THE END OF SAID CURVE; THENCE N.23°30'29"W., A DISTANCE OF 1353.64 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 1081.00 FEET, A CENTRAL ANGLE OF 67°11'18", A CHORD BEARING OF N.57°06'09"W., AND A CHORD LENGTH OF 1,196.25 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1,267.65 FEET TO THE **POINT OF BEGINNING**. PARCEL CONTAINS 168.45 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

BEARINGS ARE BASED ON THE "STATE PLANE COORDINATE SYSTEM" FLORIDA ZONE WEST NAD 83 (CORS). WHEREIN THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST BEARS N 89°18'12" E.

EXHIBIT 2A  
PAGE 3

**BANKS**  
**ENGINEERING**  
Professional Engineers, Planners, & Land Surveyors  
Serving The State Of Florida

10511 SIX MILE CYPRESS PARKWAY  
FORT MYERS, FLORIDA 33966  
PHONE: (239) 939-5490 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6690  
WWW.BANKSENG.COM

DESCRIPTION FOR DISTRICT BOUNDARY  
**EAST BONITA BEACH ROAD C.D.D.**  
LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
10/25/2017	1324DR	CDD BNDY	JLW	JLW	DRU	N.T.S.	1

# SKETCH OF DESCRIPTION

OF  
A TRACT OR PARCEL OF LAND LYING IN  
SECTIONS 1 AND 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST,  
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA



**CURVE TABLE**

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	247.50'	90°00'00"	388.77'	350.02'	S 44°19'10" W
C2	60.00'	55°09'29"	57.76'	55.56'	S 26°53'55" W
C3	20.00'	90°00'00"	31.42'	28.28'	S 44°19'10" W
C4	60.00'	90°00'00"	94.25'	84.85'	S 45°40'50" E
C5	60.00'	90°16'36"	94.54'	85.06'	S 44°27'28" W
C6	60.00'	90°00'00"	94.25'	84.85'	N 44°35'46" E
C7	60.00'	74°29'06"	78.00'	72.62'	S 53°09'41" E
C8	60.00'	105°30'54"	110.50'	95.53'	S 36°50'19" W
C9	955.00'	66°53'44"	1115.01'	1052.75'	N 56°57'22" W
C10	1081.00'	67°11'18"	1267.65'	1196.25'	N 57°06'09" W

**NOTES:**

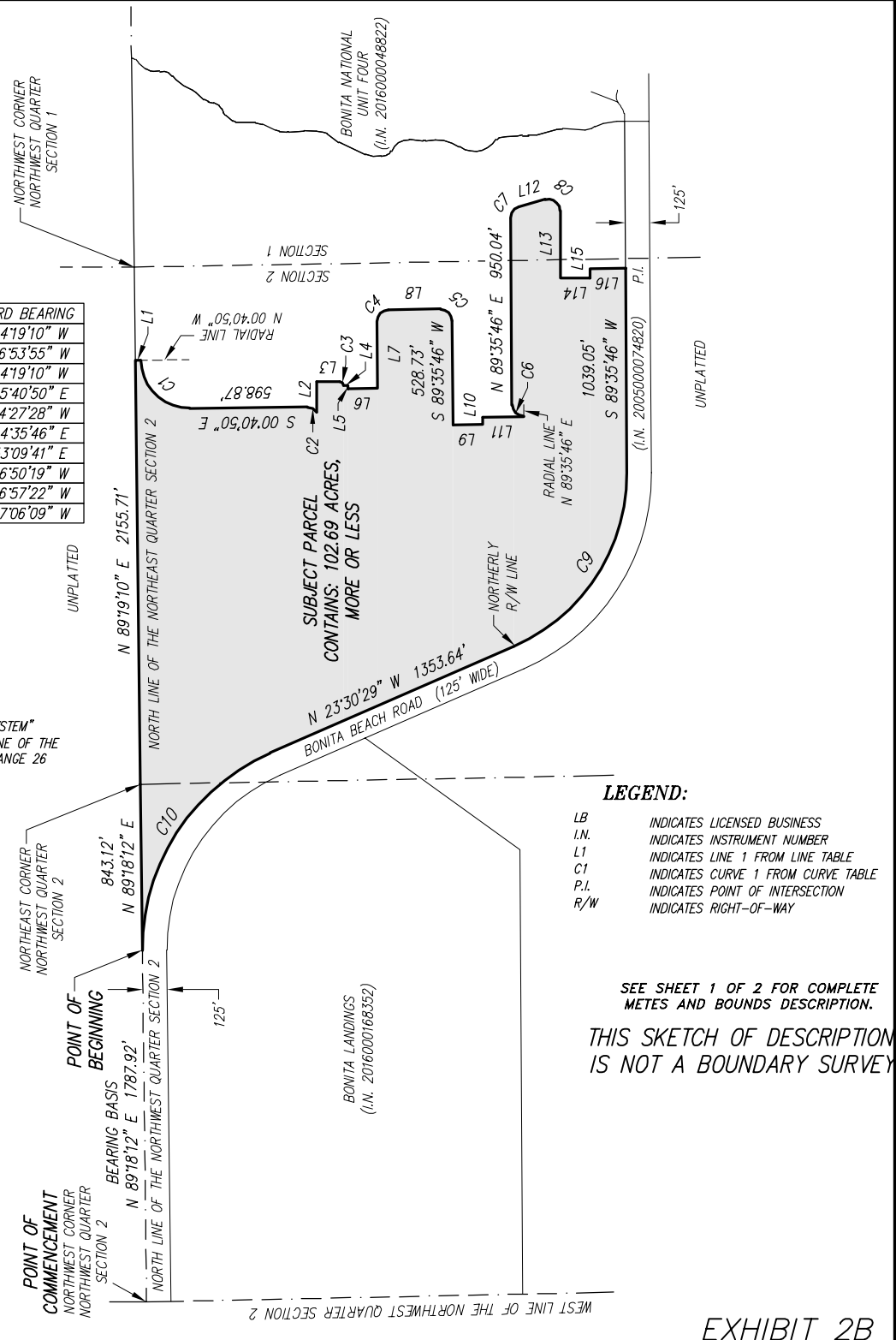
- 1) SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.
- 2) BEARINGS ARE BASED ON THE "STATE PLANE COORDINATE SYSTEM" FLORIDA ZONE WEST NAD 83 (CORS). WHEREIN THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST BEARS N 89°18'12" E.

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S 00°40'50" E	25.00'
L2	N 89°19'10" E	153.22'
L3	S 00°40'50" E	117.88'
L4	S 00°40'50" E	22.50'
L5	S 89°19'10" W	17.52'
L6	S 00°40'50" E	150.00'
L7	N 89°19'10" E	340.03'
L8	S 00°40'50" E	263.74'

**LINE TABLE**

LINE	BEARING	DISTANCE
L9	S 00°24'14" E	150.00'
L10	N 89°35'46" E	38.32'
L11	S 00°24'14" E	210.00'
L12	S 15°55'08" E	138.03'
L13	S 89°35'46" W	344.57'
L14	S 00°24'14" E	150.00'
L15	N 89°35'46" E	47.66'
L16	S 00°24'14" E	180.00'



**LEGEND:**

- LB INDICATES LICENSED BUSINESS
- L.N. INDICATES INSTRUMENT NUMBER
- L1 INDICATES LINE 1 FROM LINE TABLE
- C1 INDICATES CURVE 1 FROM CURVE TABLE
- P.I. INDICATES POINT OF INTERSECTION
- R/W INDICATES RIGHT-OF-WAY

SEE SHEET 1 OF 2 FOR COMPLETE METES AND BOUNDS DESCRIPTION.

THIS SKETCH OF DESCRIPTION IS NOT A BOUNDARY SURVEY

EXHIBIT 2B

**BANKS ENGINEERING**  
Professional Engineers, Planners, & Land Surveyors  
Serving The State Of Florida

10511 SIX MILE CYPRESS PARKWAY  
FORT MYERS, FLORIDA 33966  
PHONE: (239) 939-5490 FAX: (239) 939-2523

ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6660  
WWW.BANKSENG.COM

SKETCH FOR ASSESSMENT AREA ONE  
**EAST BONITA BEACH ROAD C.D.D.**  
LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
10/25/2017	1324DR	CDD BNDY	JLW	JLW	DRU	N.T.S.	1



DESCRIPTION  
OF  
A TRACT OR PARCEL OF LAND  
LYING IN  
SECTIONS 1 AND 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST,  
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, CITY OF BONITA SPRINGS, LYING IN SECTIONS 1 AND 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST; THENCE N 89°18'12" E ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER FOR 1787.92 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE N 89°18'12" E ALONG SAID NORTH LINE FOR 843.12 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE N 89°19'10" E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 FOR 2,155.71 FEET; THENCE S 00°40'50" E FOR 25.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 247.50 FEET TO WHICH POINT A RADIAL LINE BEARS N 00°40'50" W; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 388.77 FEET; THENCE S 00°40'50" E FOR 598.87 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°09'29" FOR 57.76 FEET; THENCE N 89°19'10" E FOR 153.22 FEET; THENCE S 00°40'50" E FOR 117.88 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 31.42 FEET; THENCE S 00°40'50" E FOR 22.50 FEET; THENCE S 89°19'10" W FOR 17.52 FEET; THENCE S 00°40'50" E FOR 150.00 FEET; THENCE N 89°19'10" E FOR 340.03 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 94.25 FEET; THENCE S 00°40'50" E FOR 263.74 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°16'36" FOR 94.54 FEET; THENCE S 89°35'46" W FOR 528.73 FEET; THENCE S 00°24'14" E FOR 150.00 FEET; THENCE N 89°35'46" E FOR 38.32 FEET; THENCE S 00°24'14" E FOR 210.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET TO WHICH POINT A RADIAL LINE BEARS N 89°35'46" E; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 94.25 FEET; THENCE N 89°35'46" E FOR 950.04 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 74°29'06" FOR 78.00 FEET; THENCE S 15°55'08" E FOR 138.03 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 105°30'54" FOR 110.50 FEET; THENCE S 89°35'46" W FOR 344.57 FEET; THENCE S 00°24'14" E FOR 150.00 FEET; THENCE N 89°35'46" E FOR 47.66 FEET; THENCE S 00°24'14" E FOR 180.00 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF BONITA BEACH ROAD (125 FEET WIDE) AS DESCRIBED IN INSTRUMENT NUMBER 2005000074820 OF THE PUBLIC RECORDS OF SAID LEE COUNTY, FLORIDA; THENCE S 89°35'46" W ALONG SAID NORTHERLY LINE FOR 1,039.05 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 955.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 66°53'44" FOR 1,115.01 FEET; THENCE N 23°30'29" W ALONG SAID NORTHERLY LINE FOR 1,353.64 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,081.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 67°11'18" FOR 1,267.65 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS: 102.69 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

BEARINGS ARE BASED ON THE "STATE PLANE COORDINATE SYSTEM" FLORIDA ZONE WEST NAD 83 (CORS). WHEREIN THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 48 SOUTH, RANGE 26 EAST BEARS N 89°18'12" E.

*EXHIBIT 2C*

**BANKS**  
**ENGINEERING**  
Professional Engineers, Planners, & Land Surveyors  
Serving The State Of Florida

10511 SIX MILE CYPRESS PARKWAY  
FORT MYERS, FLORIDA 33966  
PHONE: (239) 939-5490 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6690  
WWW.BANKSENG.COM

DESCRIPTION FOR ASSESSMENT AREA ONE								
<b>EAST BONITA BEACH ROAD C.D.D.</b>								
LEE COUNTY, FLORIDA								
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	
10/25/2017	1324DR	CDD BNDY	JLW	JLW	DRU	N.T.S.	1	

**EXHIBIT 2D**

DESCRIPTION

OF

ASSESSMENT AREA TWO

ALL OF TRACTS "B-3", TRACT "FD", TRACT "D-4", TRACT "L-8", AND TRACT "L-9", AND THE EASTERLY 473.85 FEET OF TRACT "D-1", SEASONS AT BONITA, ACCORDING TO THE MAP OF PLAT THEREOF, RECORDED IN INSTRUMENT NUMBER 2018000200311, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

SUBJECT PROPERTY CONTAINS: 65.76 ACRES, MORE OR LESS.



N.T.S.

LEE COUNTY  
RURAL VACANT AG-2  
VACANT & AGRICULTURAL  
USES

SECTION ONE  
SECTION TWO

FUTURE LAND USE:  
URBAN FRINGE-COMMUNITY  
ZONED: EAST BONITA ACTIVE  
ADULT RPD

FUTURE LAND USE:  
CONSERVATION  
LANDS-WETLANDS  
ZONED: RURAL VACANT  
AG-2 VACANT &  
AGRICULTURAL  
USES

BONITA BEACH ROAD

FUTURE LAND USE:  
URBAN FRINGE-COMMUNITY  
ZONED: BONITA BEACH ROAD  
ESTATES RPD

PROPERTY  
BOUNDARY

15' TYPE "D"  
LANDSCAPE BUFFER

25' FPL  
EASEMENT

15' TYPE "B"  
LANDSCAPE BUFFER

EXHIBIT 3

**BANKS**  
**ENGINEERING**

10511 SIX MILE CYPRESS PARKWAY  
FORT MYERS, FLORIDA 33966  
PHONE: (239) 939-5490 FAX: (239) 939-2523

ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6690

WWW.BANKSENG.COM

Professional Engineers, Planners, & Land Surveyors  
Serving The State Of Florida

DISTRICT ZONING MAP  
EAST BONITA BEACH ROAD C.D.D.  
LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
10/25/2017	1324DR	ZONING	JLW	JLW	DRU	N.T.S.	1

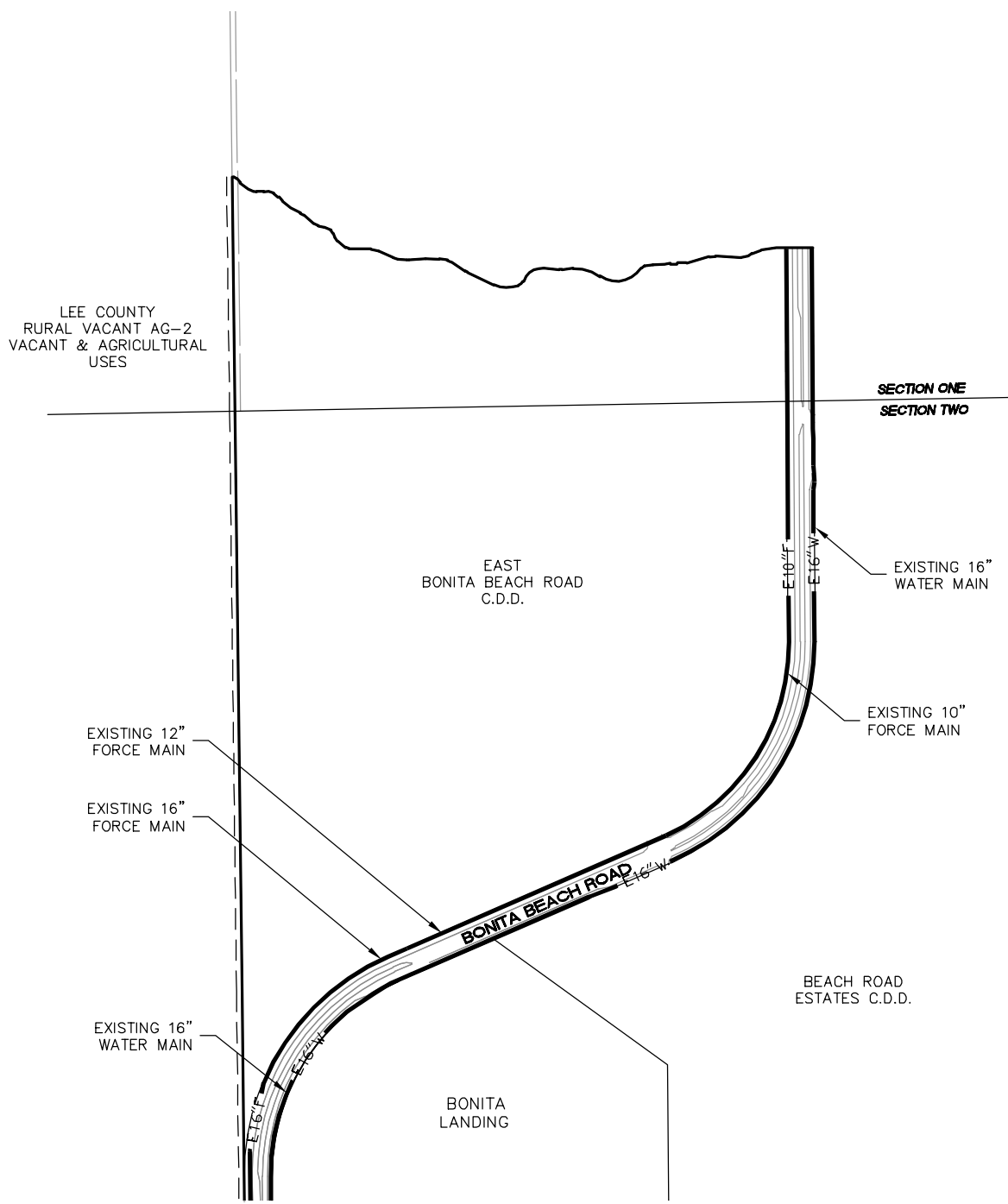


EXHIBIT 4

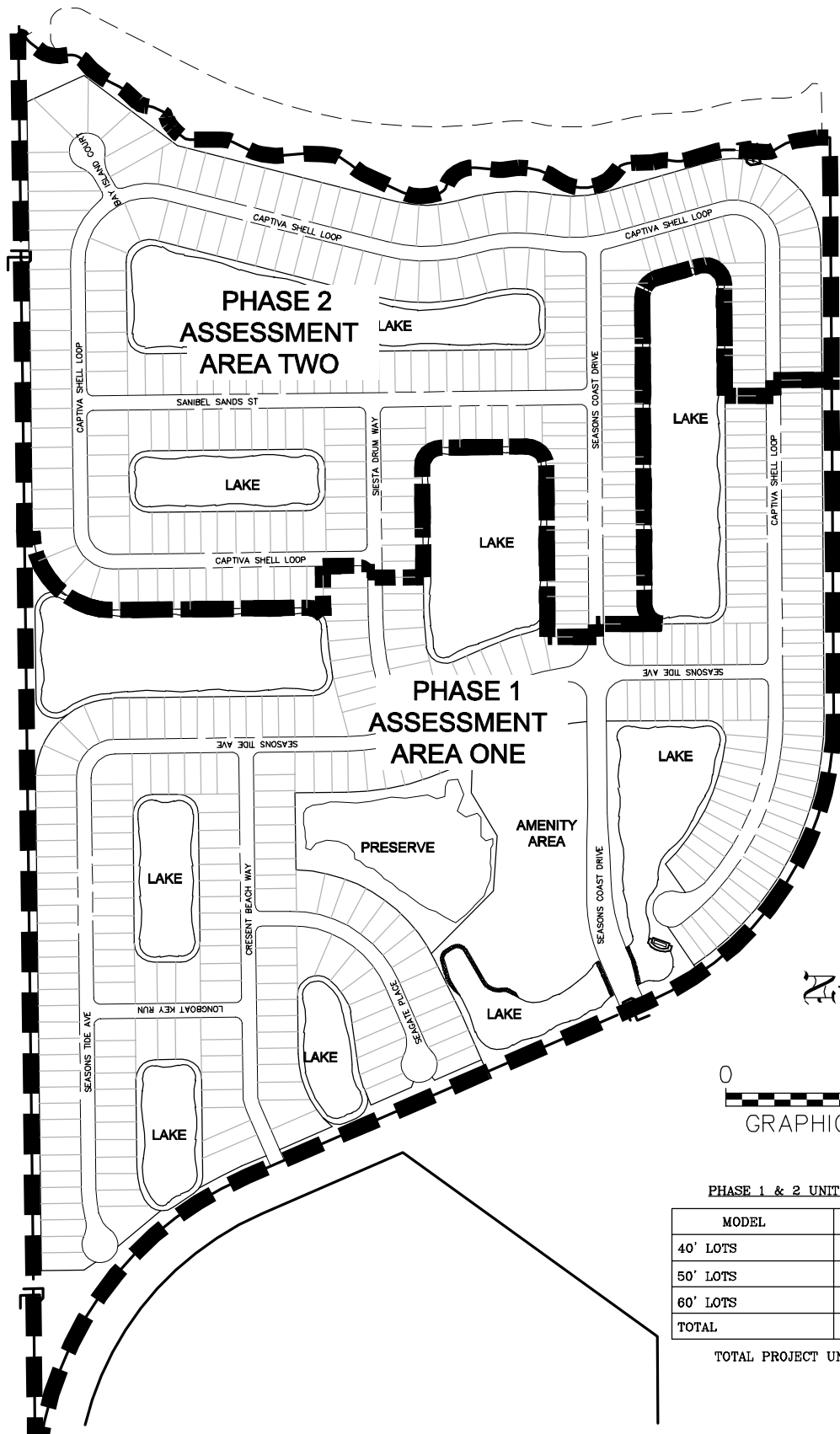
**BANKS**  
ENGINEERING

10511 SIX MILE CYPRESS PARKWAY  
FORT MYERS, FLORIDA 33966  
PHONE: (239) 939-5490 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6690  
WWW.BANKSENG.COM

Professional Engineers, Planners, & Land Surveyors  
Serving The State Of Florida

EXISTING UTILITIES MAP  
EAST BONITA BEACH ROAD C.D.D.  
LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
10/25/2017	1324DR	EX UTIL	JLW	JLW	DRU	N.T.S.	1



PHASE 1 & 2 UNIT COUNT:

MODEL	PHASE 1	PHASE 2	TOTAL
40' LOTS	98	99	197
50' LOTS	181	82	263
60' LOTS	5	83	88
<b>TOTAL</b>	<b>284</b>	<b>264</b>	<b>548</b>

TOTAL PROJECT UNITS = 548 UNITS

*EXHIBIT 5*

**BANKS**  
ENGINEERING

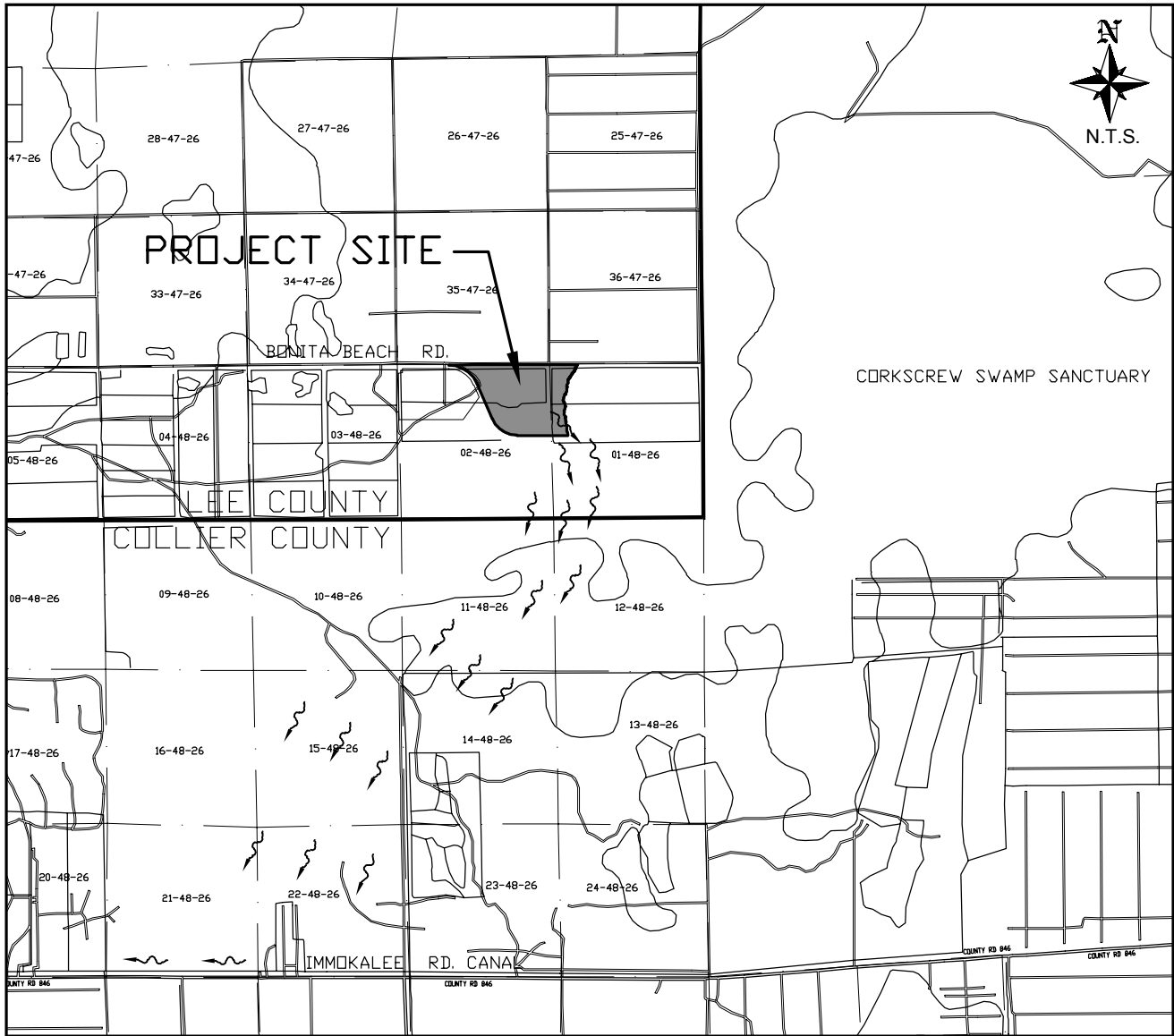
10511 SIX MILE CYPRESS PARKWAY  
FORT MYERS, FLORIDA 33966  
PHONE: (239) 939-5490 FAX: (239) 939-2523

ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6690  
WWW.BANKSENG.COM

Professional Engineers, Planners, & Land Surveyors  
Serving The State Of Florida

PHASE PLAN  
EAST BONITA BEACH ROAD C.D.D.  
LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
10/25/2017	1324DR	PHASE	JLW	JLW	DRU	1"=500'	1



SECTION 1, TOWNSHIP 48 SOUTH, RANGE 26 EAST  
LEE COUNTY, FLORIDA

# EAST BONITA BEACH ROAD C.D.D.

## OUTFALL MAP

*EXHIBIT 6-1*

**BANKS**  
**ENGINEERING**  
Professional Engineers, Planners, & Land Surveyors  
Serving The State Of Florida

10511 SIX MILE CYPRESS PARKWAY  
FORT MYERS, FLORIDA 33966  
PHONE: (239) 939-5490 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6690  
WWW.BANKSENG.COM

REGIONAL OUTFALL MAP  
EAST BONITA BEACH ROAD C.D.D.  
LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
10/25/2017	1324DR	OUTFALL	JLW	JLW	DRU	N.T.S.	1



EXHIBIT 6-2

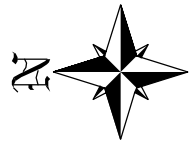
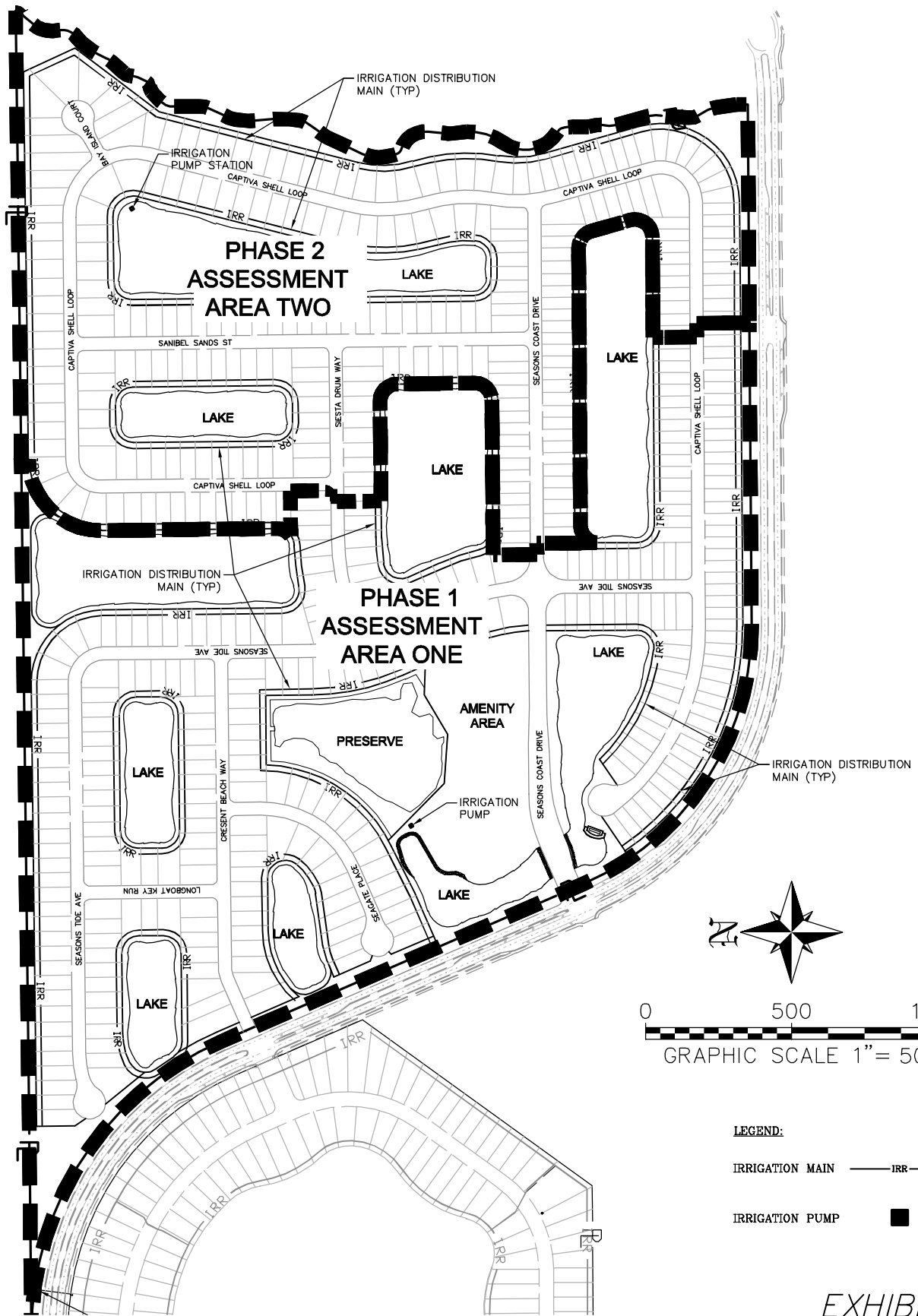
# BANKS ENGINEERING

10511 SIX MILE CYPRESS PARKWAY  
 FORT MYERS, FLORIDA 33966  
 PHONE: (239) 939-5490 FAX: (239) 939-2523  
 ENGINEERING LICENSE # EB 6469  
 SURVEY LICENSE # LB 6690  
 WWW.BANKSENG.COM

Professional Engineers, Planners, & Land Surveyors  
 Serving The State Of Florida

DISTRICT OUTFALL MAP  
**EAST BONIT BEACH ROAD C.D.D.**  
 LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
10/25/2017	1324DR	OUTFALL	JLW	JLW	DRU	1"=1000'	1



**LEGEND:**

- IRRIGATION MAIN ——— IRR ———
- IRRIGATION PUMP ■

*EXHIBIT 7*

**BANKS**  
ENGINEERING

Professional Engineers, Planners, & Land Surveyors  
Serving The State Of Florida

10511 SIX MILE CYPRESS PARKWAY  
FORT MYERS, FLORIDA 33966  
PHONE: (239) 939-5490 FAX: (239) 939-2523

ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6690

WWW.BANKSENG.COM

IRRIGATION FACILITIES  
**EAST BONITA BEACH ROAD C.D.D.**  
LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
10/25/2017	1324DR	IRRIGATION	JLW	JLW	DRU	1"=500'	1



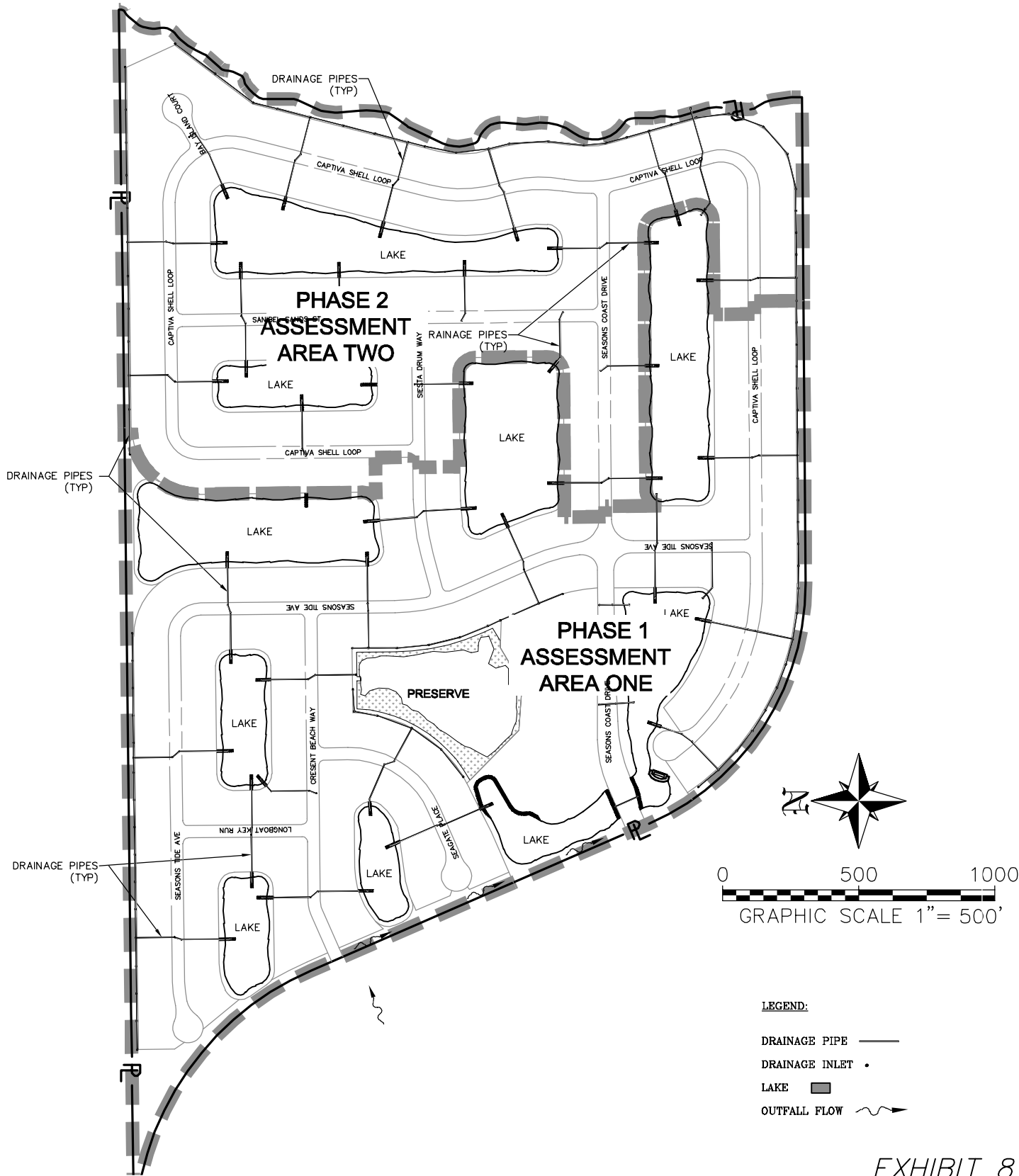


EXHIBIT 8

**BANKS**  
ENGINEERING

10511 SIX MILE CYPRESS PARKWAY  
FORT MYERS, FLORIDA 33966  
PHONE: (239) 939-5490 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6690  
WWW.BANKSENG.COM

Professional Engineers, Planners, & Land Surveyors  
Serving The State Of Florida

STORMWATER FACILITIES  
EAST BONITA BEACH ROAD C.D.D.  
LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
10/25/2017	1324DR	DRAINAGE	JLW	JLW	DRU	1"=500'	1

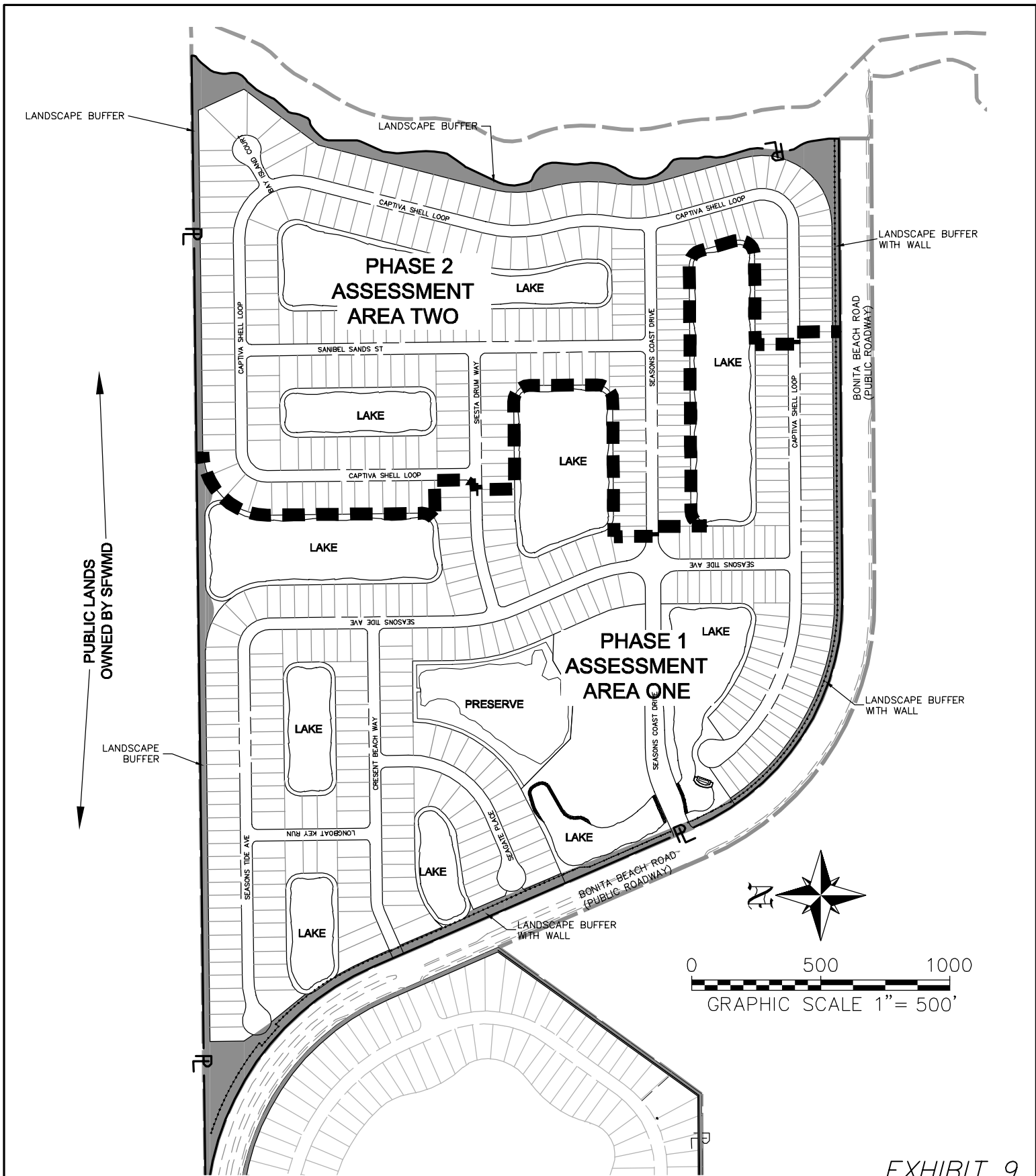


EXHIBIT 9

**BANKS ENGINEERING**  
 Professional Engineers, Planners, & Land Surveyors  
 Serving The State Of Florida

10511 SIX MILE CYPRESS PARKWAY  
 FORT MYERS, FLORIDA 33966  
 PHONE: (239) 939-5490 FAX: (239) 939-2523  
 ENGINEERING LICENSE # EB 6469  
 SURVEY LICENSE # LB 6690  
 WWW.BANKSENG.COM

BUFFERS						
EAST BONITA BEACH ROAD C.D.D.						
LEE COUNTY, FLORIDA						
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE
10/25/2017	1324DR	BUFFERS	JLW	JLW	DRU	1"=500'
						SHEET 1

PUBLIC LANDS  
OWNED BY SFWMD

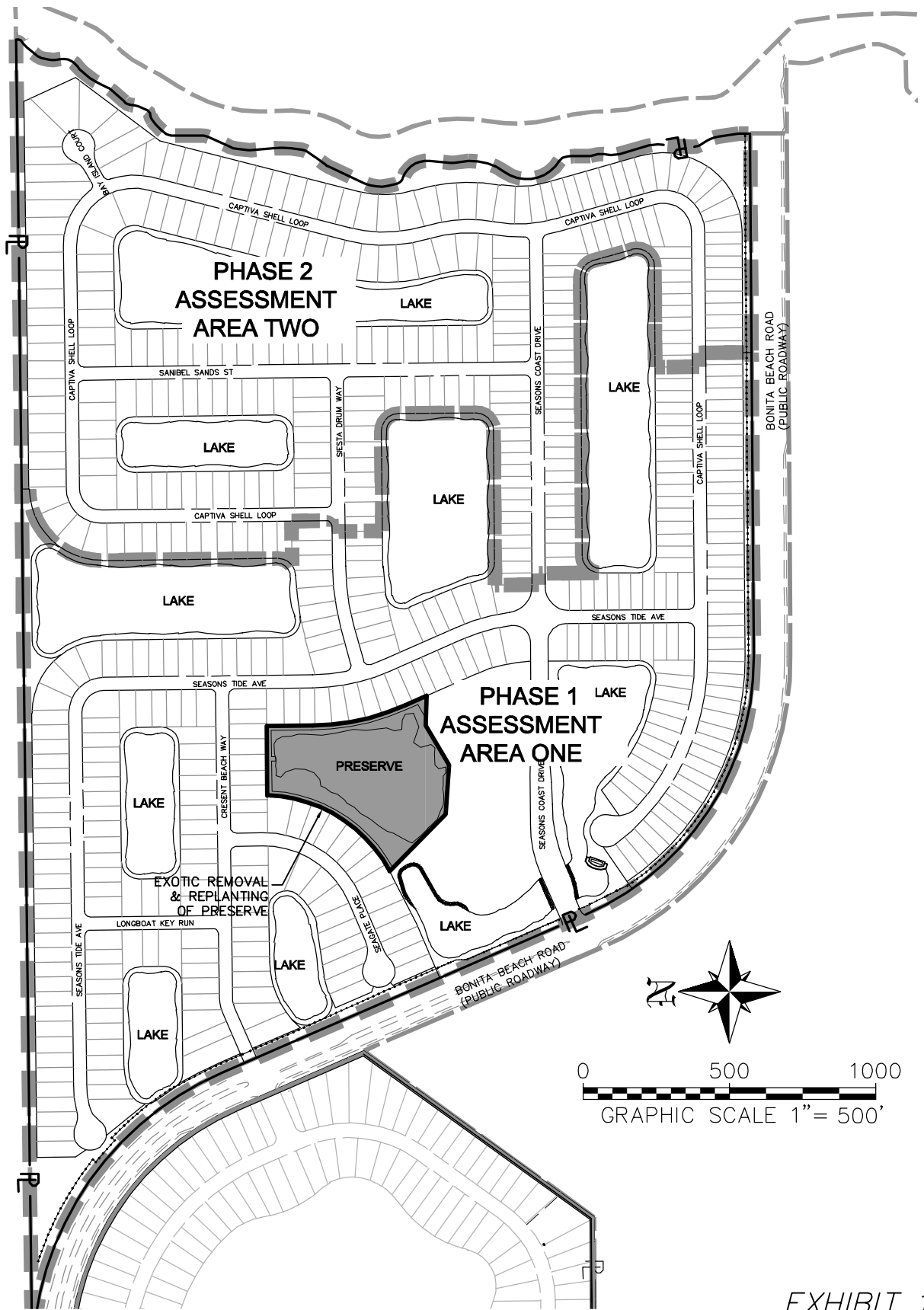


EXHIBIT 10

**BANKS**  
ENGINEERING

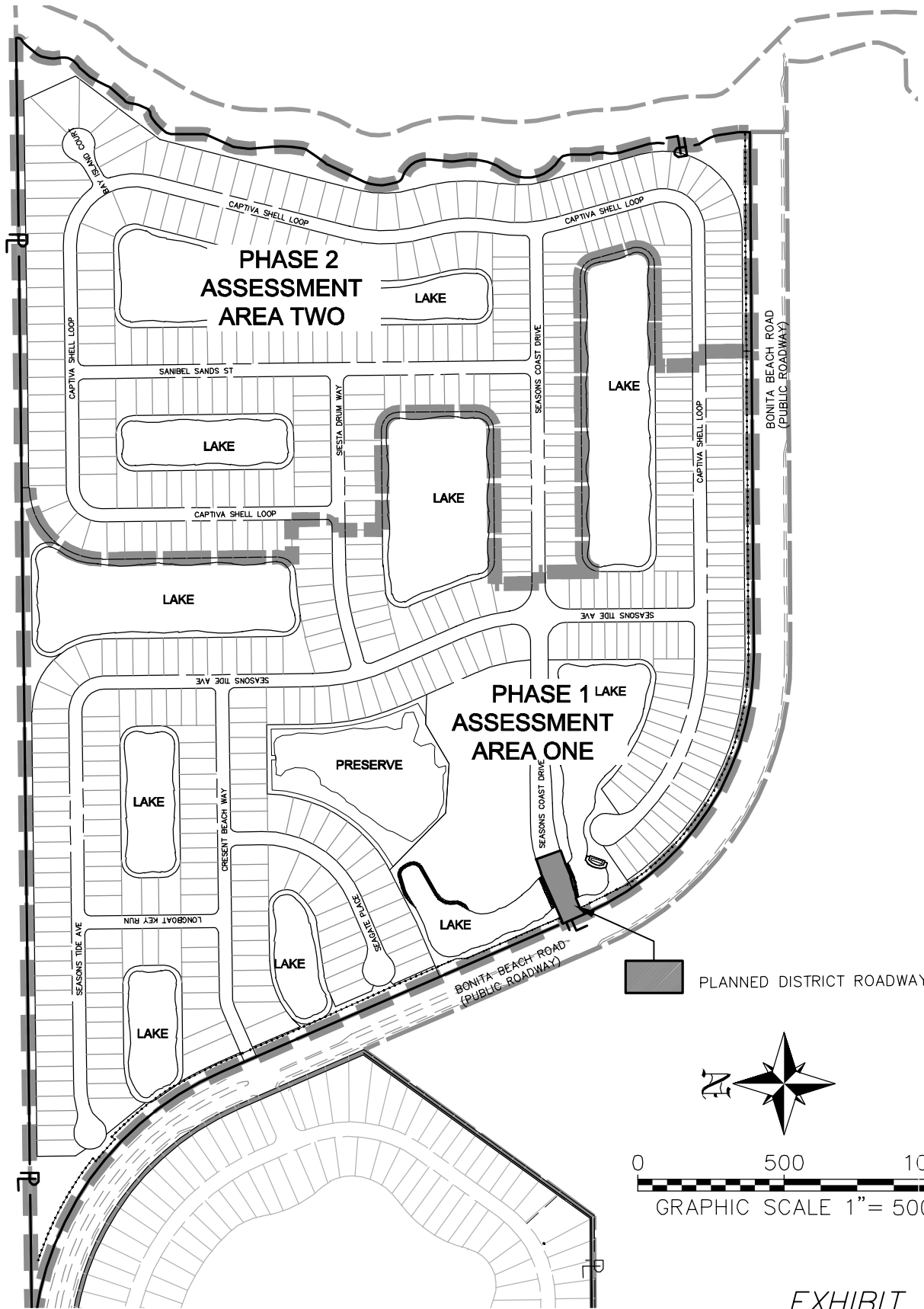
10511 SIX MILE CYPRESS PARKWAY  
FORT MYERS, FLORIDA 33966  
PHONE: (239) 939-5490 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6690  
WWW.BANKSENG.COM

Professional Engineers, Planners, & Land Surveyors  
Serving The State Of Florida

WETLAND/WILDLIFE MITIGATION  
EAST BONITA BEACH ROAD C.D.D.  
LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
10/25/2017	1324DR	BUFFER	JLW	JLW	DRU	1"=500'	1

PUBLIC LANDS  
OWNED BY SFWMD



PLANNED DISTRICT ROADWAY



EXHIBIT 11

**BANKS**  
ENGINEERING

10511 SIX MILE CYPRESS PARKWAY  
FORT MYERS, FLORIDA 33966  
PHONE: (239) 939-5490 FAX: (239) 939-2523  
ENGINEERING LICENSE # EB 6469  
SURVEY LICENSE # LB 6690  
WWW.BANKSENG.COM

Professional Engineers, Planners, & Land Surveyors  
Serving The State Of Florida

DISTRICT ROADWAYS  
**EAST BONITA BEACH ROAD C.D.D.**  
LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
10/25/2017	1324DR	BUFFER	JLW	JLW	DRU	1"=500'	1

**EAST BONITA BEACH ROAD**  
**COMMUNITY DEVELOPMENT DISTRICT**

**4**

# EAST BONITA BEACH ROAD COMMUNITY DEVELOPMENT DISTRICT

Second Supplemental  
Special Assessment  
Methodology Report

September 29, 2020



Provided by:

**Wrathell, Hunt and Associates, LLC**

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: [www.whhassociates.com](http://www.whhassociates.com)

## Table of Contents

<b>1.0</b>	<b>Introduction</b>	
1.1	Purpose .....	1
1.2	Scope of the Second Supplemental Report .....	1
1.3	Special Benefits and General Benefits .....	1
1.4	Organization of the Second Supplemental Report .....	2
<b>2.0</b>	<b>Development Program</b>	
2.1	Overview .....	3
2.2	The Development Program .....	3
<b>3.0</b>	<b>Public Infrastructure Improvements</b>	
3.1	Overview .....	3
3.2	Capital Improvement Plan / Assessment Area Two Project .....	3
<b>4.0</b>	<b>Financing Program</b>	
4.1	Overview .....	4
4.2	Types of Bonds Proposed .....	5
<b>5.0</b>	<b>Assessment Methodology</b>	
5.1	Overview .....	5
5.2	Benefit Allocation .....	6
5.3	Assigning Bond Assessment .....	8
5.4	Lienability Test: Special and Peculiar Benefit to the Property .....	8
5.5	Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay .....	9
5.6	True-Up Mechanism .....	9
5.7	Assessment Roll .....	11
<b>6.0</b>	<b>Appendix</b>	
	Table 1 .....	12
	Table 2 .....	12
	Table 3 .....	13
	Table 4 .....	14
	Table 5 .....	15
	Table 6 .....	15
	Table 7 .....	16

## **1.0 Introduction**

### **1.1 Purpose**

This Second Supplemental Special Assessment Methodology Report (the “Second Supplemental Report”) was developed to supplement the Master Special Assessment Methodology Report dated January 9, 2018 (the “Master Report”), and to provide a supplemental financing plan and a supplemental special assessment methodology for what is known as “Assessment Area Two” (as defined in the Engineer’s Report (defined herein)) within the East Bonita Beach Community Development District (the “District”), located in the City of Bonita Springs, Florida. This Second Supplemental Report is being issued in connection with the District’s proposed issuance of its second series of bonds intended to finance all or a portion of the “Assessment Area Two Project,” as defined in the Amended and Restated Engineer’s Report for the East Bonita Beach Road Community Development District of Banks Engineering dated September 28, 2020 (the “Engineer’s Report”).

### **1.2 Scope of the Second Supplemental Report**

This Second Supplemental Report presents the projections for financing all or a portion of the District’s Assessment Area Two Project described in the Engineer’s Report, as well as describes the method for the allocation of special benefits and the apportionment of special assessments to secure the debt resulting from the provision and financing of the Assessment Area Two Project.

### **1.3 Special Benefits and General Benefits**

Improvements undertaken and funded by the District as part of the Assessment Area Two Project (as defined in *Section 3.2* below) create special and peculiar benefits, different in kind and degree than general benefits, for properties within Assessment Area Two (as defined in *Section 2.2* below), as well as general benefits for the areas outside of the District and to the public at large. However, as discussed within this Second Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within Assessment Area Two. The sum of all public infrastructure improvements as described in the Engineer’s Report will comprise an interrelated system of improvements, which means all of the improvements comprising the overall CIP, once constructed, will serve the entire District, and improvements will be interrelated such that they will reinforce one another.



There is no doubt that the general public and property owners of property outside the District will benefit from the provision of the Assessment Area Two Project. However, these benefits are only incidental since the Assessment Area Two Project is designed solely to provide special benefits peculiar to property within Assessment Area Two. Properties outside the District are not directly served by the Assessment Area Two Project and do not depend upon the Assessment Area Two Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which Assessment Area Two properties receive compared to those lying outside of Assessment Area Two's boundaries.

The Assessment Area Two Project will provide public infrastructure improvements and real property interests which are all necessary in order to make the lands within Assessment Area Two developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within Assessment Area Two to increase by more than the sum of the financed cost of the individual components of the Assessment Area Two Project. Even though the exact value of the benefits provided by the Assessment Area Two Project is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

#### **1.4 Organization of the Second Supplemental Report**

*Section Two* describes the development program as proposed by the Landowner, as defined below.

*Section Three* provides a summary of the Assessment Area Two Project as determined by the District Engineer.

*Section Four* discusses the supplemental financing program for the District.

*Section Five* discusses the special assessment methodology for the Assessment Area Two that was introduced in the Master Report and its application to the current development and financing programs for the District.

## **2.0 Development Program**

### **2.1 Overview**

The District serves the Seasons at Bonita development (the “Development” or “Seasons at Bonita”), a master planned, residential development located in the City of Bonita Springs, Florida. The land within the District consists of approximately 168.45 +/- acres and is generally north and east of Bonita Beach Road, and directly west of the Bonita National residential development. The land within Assessment Area Two consists of approximately 65.76 +/- acres within the District, as defined by legal description in the Exhibit “A” to the Second Supplemental Report.

### **2.2 The Development Program**

The development of Seasons at Bonita is conducted for Forestar Group, Inc. (the “Landowner”) over a multi-year period. Based upon the information provided by the Landowner, the current development plan envisions a total of 548 residential units developed in two (2) phases and located within two (2) geographical areas referred to as Assessment Area One with a total of 284 residential units and Assessment Area Two with a total of 264 residential units. The development of Assessment Area One has already commenced, and all 284 residential units have been platted. Table 1 in the *Appendix* illustrates the development plan for the Seasons at Bonita.

## **3.0 Public Infrastructure Improvements**

### **3.1 Overview**

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

### **3.2 Capital Improvement Plan / Assessment Area Two Project**

The public infrastructure improvements needed to serve the Development and set forth in the overall “Capital Improvement Plan” or “CIP,” as described in the Engineer’s Report, are projected to consist of irrigation, storm water management, buffers, public

roadways, wetland/wildlife mitigation. Additionally, cost estimates include professional services, master land acquisition costs, as well as contingency. According to the Engineer's Report, the public infrastructure improvements are projected to be constructed in two (2) infrastructure construction phases. The Assessment Area One Project, as noted in the Engineer's Report, consists of that portion of the overall CIP that was funded in part from the District's first bond issuance in 2018 and allocable to Assessment Area One, while the Assessment Area Two Project, consists of that portion of the overall CIP that will be funded in part by the District's second bond issuance in 2020 and allocable to Assessment Area Two. See *Table 3* in the Master Report and herein. The District's second bond issuance to be secured by the special assessment lien imposed on Assessment Area Two is anticipated to finance, in whole or in part, the second portion of the overall CIP up to the amount of the construction from the 2020 bond issuance.

The sum of all public infrastructure improvements as described in the Engineer's Report will comprise an interrelated system of improvements, which means all of the improvements comprising the overall CIP, once constructed, will serve the entire District, and improvements will be interrelated such that they will reinforce one another. At the time of this writing, the total costs of the public infrastructure improvements are estimated at \$10,189,911, with the costs of the Assessment Area One Project based on actual costs of the Assessment Area One Project which were reimbursed from proceeds of District's first bond issuance in 2018 estimated at \$4,717,709, and the costs of the Assessment Area Two Project estimated at \$5,472,202. Tables 2 and 3 in the *Appendix* illustrate the specific components of the public infrastructure improvements and their costs.

## **4.0 Financing Program**

### **4.1 Overview**

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within Assessment Area Two. Generally, construction of public improvements is either funded by the Landowner and then acquired by the District or funded directly by the District. The choice of the exact mechanism for providing public infrastructure has not yet been made at the time of this writing, and the District may either acquire the public infrastructure from the Landowner or construct it, or even partly acquire it and partly construct it.

The District intends to issue Special Assessment Bonds, Series 2020 in the principal amount of \$5,580,000 (the "Bonds") to fund a portion of the Assessment Area Two Project in the amount of \$5,036,465, with the balance of the Assessment Area Two Project costs at \$13,950.79 financed by the Landowner with private capital.

#### **4.2 Types of Bonds Proposed**

The financing plan for Assessment Area Two provides for the issuance of the Bonds in the principal amount of \$5,580,000 to finance a portion of the Assessment Area Two Project cost at \$5,036,465. The Bonds will be amortized in 30 annual installments. Interest payments on the Bonds will be made every May 1 and November 1, and principal payments on the Bonds will be made every November 1.

In order to finance the portion of the improvement costs described in *Section 4.1*, the District needs to borrow more funds and incur indebtedness in the total amount of \$5,580,000. The difference is comprised of debt service reserve, capitalized interest, and costs of issuance, including the underwriter's discount. Sources and uses of funding for the Bonds are presented in Table 4 in the *Appendix*.

### **5.0 Assessment Methodology**

#### **5.1 Overview**

The issuance of the Bonds provides the District with a portion of the funds necessary to construct/acquire the infrastructure improvements which are part of the Assessment Area Two Project outlined in *Section 3.2* and described in more detail by the District Engineer in the Engineer's Report. The improvements funded with proceeds of the Bonds lead to special and general benefits, with special benefits accruing to properties within Assessment Area Two, as well as general benefits accruing to properties outside the District to the public at large, which general benefits are only incidental in nature. The debt incurred in financing the public infrastructure will be paid off by assessing properties that derive special and peculiar benefits from the portion of the Assessment Area Two Project funded with the Bonds. All properties within Assessment Area Two that receive special benefits from the portion of the Assessment Area Two Project funded with the Bonds will be assessed for their fair share of the debt issued in order to finance the Assessment Area Two Project.

## 5.2 Benefit Allocation

The current development plan envisions the development of a total of 548 residential units developed in two (2) phases and located within two (2) defined geographical areas referred to as Assessment Area One with a total of 284 residential units and Assessment Area Two with a total of 264 residential units, although development phasing, unit types and unit numbers may change throughout the development period.

The sum of all public infrastructure improvements as described in the Engineer's Report will comprise an interrelated system of improvements, which means all of the currently planned Assessment Area Two Project improvements and the already existing Assessment Area One Project improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another, and their combined benefit will be greater than the sum of their individual benefits. All of the unit types within the District, both those in the Assessment Area One and those in the Assessment Area Two, will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all land within the District and benefit all land within the District as an integrated system of improvements.

The portion of the public infrastructure improvements that are part of the Assessment Area Two Project and are funded with the Bonds have a logical connection to the special and peculiar benefits received by the land within the Assessment Area Two, as without such improvements, the development of the properties within the Assessment Area Two would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the Assessment Area Two the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments (the "Bond Assessment") to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the cost of, or the actual Bond Assessment amount, levied on that parcel.

The benefit associated with the public infrastructure improvements described in the Engineer's Report is proposed to be allocated to the different unit types within the District in proportion to the density of development as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 5 in the *Appendix*

illustrates the ERU weights that are proposed to be assigned to the unit types contemplated to be developed within Assessment Area Two based on the relative density of development, the total ERU counts for each unit type category, and the share of the benefit received by each unit type.

This Second Supplemental Report proposes to assign each SF 50' unit an ERU weight of 1.0 (the base weight), each SF 40' unit an ERU weight of 0.8, and each SF 60' unit an ERU weight of 1.2. The rationale behind different ERU weights is supported by the fact that generally and on average smaller units will use and benefit from the public infrastructure improvements less than larger units, as for instance, generally and on average smaller units produce less storm water runoff, may produce fewer vehicular trips, and may need less irrigation capacity than larger units. Additionally, the value of the larger units is likely to appreciate by more in terms of dollars than that of the smaller units as a result of the implementation of the public infrastructure improvements. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received from the public infrastructure improvements.

In order to facilitate the marketing of the residential units within Assessment Area Two, the Landowner requested that the District limit the amount of annual assessments for debt service on the Bonds to certain predetermined levels, and in order to accomplish that, the Landowner will be required to complete all Assessment Area Two Project improvements in excess of the total amount available from the proceeds of the Bonds. Table 6 in the *Appendix* illustrates the allocation of the Assessment Area Two Project improvement costs of \$5,050,415.79 using the ERU benefit allocations developed in Table 5 in the *Appendix*. However, the District will fund only a portion of that amount in the total amount of \$5,036,465 with proceeds of the Bonds, while the balance of the cost of the Assessment Area Two Project improvements in the amount of \$13,950.79 funded by the Landowner and improvements funded in such way will be contributed to the District at no cost to the District under a completion agreement that will be entered into by the Landowner and District.

Table 7 in the *Appendix* presents the apportionment of the Bond Assessment to the units within Assessment Area Two in accordance with the cost allocations presented in Table 6. Table 7 also presents the annual levels of the projected annual debt service assessments per unit.

### **5.3 Assigning Bond Assessment**

As the land in the District is not yet platted for its intended final use and the precise location of the different units by lot or parcel is unknown, the Bond Assessment will initially be levied on all of the land within Assessment Area Two on an equal pro-rata gross acre basis and thus the total bonded debt in the amount of \$5,580,000 will be preliminarily levied on approximately 65.76 +/- gross acres at a rate of \$84,854.01 per acre.

When the land is platted, the Bond Assessment will be allocated to each platted parcel within Assessment Area Two on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 7 in the *Appendix*. Such allocation of the Bond Assessment from unplatted gross acres to platted parcels will reduce the amount of Bond Assessment levied on unplatted gross acres within Assessment Area Two.

Further, to the extent that any parcel of land which has not been platted is sold to another third party unaffiliated builder or developer, the Bond Assessment will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessment transferred at sale.

### **5.4 Lienability Test: Special and Peculiar Benefit to the Property**

As first discussed in *Section 1.3*, Special Benefits and General Benefits, improvements undertaken by the District and funded with proceeds of the Bonds create special and peculiar benefits to certain properties within Assessment Area Two. The District's improvements benefit assessable properties within Assessment Area Two and accrue to all such assessable properties within Assessment Area Two on an ERU basis.

Improvements undertaken by the District can be shown to create special and peculiar benefits to the property within Assessment Area Two. The special and peculiar benefits resulting from each improvement are:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums; and
- d. increased marketability and value of the property.

The improvements which are part of the Assessment Area Two Project and are funded in part with proceeds of the Bonds make the land in Assessment Area Two developable and saleable and when implemented jointly as parts of the Assessment Area Two Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

### **5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay**

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 5 (expressed as ERU factors) in the *Appendix*.

The apportionment of the assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within Assessment Area Two according to reasonable estimates of the special and peculiar benefits derived from the Assessment Area Two Project by different unit types.

Accordingly, no acre or parcel of property within the District will be liened for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property.

### **5.6 True-Up Mechanism**

The Assessment Methodology described herein is based on conceptual information obtained from the Landowner prior to construction. As development occurs, it is possible that the number of units may change. The mechanism for maintaining the methodology over the changes is referred to as true-up.

This mechanism is to be utilized to ensure that the Bond Assessment within Assessment Area Two on a per unit basis never exceed the initially allocated assessments as contemplated in the adopted assessment methodology. Bond Assessment per unit preliminarily equal the levels in Table 7 in the *Appendix* and may change based on the final bond sizing. If such changes occur, the Methodology is applied to the land based on the number of units within each and every parcel.



As the land in Assessment Area Two is platted, the Bond Assessment is assigned to platted parcels based on the figures in Table 7 in the *Appendix*. If as a result of platting and apportionment of the Bond Assessment to the platted parcels, the Bond Assessment per unit for land that remains unplatted remains equal to the figures in Table 7 in the *Appendix*, then no true-up adjustment will be necessary.

If as a result of platting and apportionment of the Bond Assessment to the platted parcels, the Bond Assessment per unit for land that remains unplatted equals less than the figures in Table 7 in the *Appendix* (for instance as a result of a larger number of units), then the per unit Bond Assessment for all parcels within the Assessment Area Two will be lowered if that state persists at the conclusion of platting of all land within Assessment Area Two.

If, in contrast, as a result of platting and apportionment of the Bond Assessment to the platted parcels, the Bond Assessment per unit for land that remains unplatted<sup>1</sup> equals more than the figures in Table 7 in the *Appendix* (for instance as a result of a smaller number of units), taking into account any future development plans for the unplatted lands – in the District’s sole discretion and to the extent such future development plans are feasible, consistent with existing entitlements and governmental requirements, and reasonably expected to be implemented, then the difference in Bond Assessment plus accrued interest will be collected from the owner of the property which platting caused the increase of assessment per unit to occur, in accordance with the assessment resolution and a true-up agreement to be entered into between the District and the Landowner, which will be binding on assignees as provided therein.

The owner(s) of the property will be required to immediately remit to the Trustee for redemption a true-up payment equal to the difference between the actual Bond Assessment per unit and the Bond Assessment figures in Table 7 in the *Appendix*, multiplied by the actual number of units plus accrued interest to the next succeeding interest payment date on the Bonds, unless such interest payment date occurs within 45 days of such true-up payment, in which case the accrued interest shall be paid to the

---

<sup>1</sup> For example, if the first platting includes 70 SF 50’ lots, then the remaining unplatted land within the Assessment Area Two would be required to absorb 99 SF 40’ lots, 12 SF 50’ lots, and 83 SF 60’ lots, or approximately \$4,082,300.61 in debt. If the remaining unplatted land would only be able to absorb 95 SF 40’ lots, 11 SF 50’ lots, and 83 SF 60’ lots, or approximately \$3,992,438.65 in debt, then a true-up, payable by the owner of the land subject to the initial plat, would be due in the amount of approximately \$89,861.96, calculated as 4 SF 40’ lots times \$17,116.56 plus 1 SF 50’ lot times \$21,395.71.

following interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of Bonds secured by the Bond Assessment).

In addition to platting of property within the District, any planned sale of an unplatted parcel to a third party unaffiliated builder or developer will cause the District to initiate a true-up test as described above to test whether the amount of the Bond Assessment per unit for land that remains unplatted within the Assessment Area Two remains equal to the figures in Table 7 in the *Appendix*. The test will be based upon the development rights as signified by the number of units associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessment transferred at sale.

Note that, in the event that the Assessment Area Two Project is not completed, certain contributions are not made, multiple bond issuances are contemplated and not all are issued, or under certain other circumstances, the District may be required to reallocate the Bond Assessment, provided however that the Bond Assessment would only be reallocated as among lands within Assessment Area Two.

### **5.7 Assessment Roll**

The Bond Assessment of \$5,580,000 is levied over the area described in Exhibit "A". Excluding any capitalized interest period, debt service assessment shall be paid in thirty (30) annual installments.

## **6.0 Appendix**

Table 1

## East Bonita Beach Road

### Community Development District

#### Development Program

Unit Type	Assessment Area One Units	Assessment Area Two Units	Total Units
SF 40'	98	99	197
SF 50'	181	82	263
SF 60'	5	83	88
<b>Total</b>	<b>284</b>	<b>264</b>	<b>548</b>

Table 2

## East Bonita Beach Road

### Community Development District

#### Public Infrastructure Improvements

Description	Assessment Area One Estimated Construction Cost	Assessment Area One Cost Reimbursed from 2018 Bonds	Assessment Area Two Estimated Construction Cost	Total CIP
Irrigation	\$675,000	\$0	\$850,000	\$850,000
Storm Water Management	\$1,525,000	\$1,166,665	\$1,200,000	\$2,366,665
Buffers	\$475,000	\$310,507	\$650,000	\$960,507
Public Roadways	\$250,000	\$8,289	\$300,000	\$308,289
Wetland/Wildlife Mitigation	\$35,000	\$0	\$10,000	\$10,000
Professional Services	\$100,000	\$20,490	\$50,000	\$70,490
Contingency	\$310,000	\$0	\$300,000	\$300,000
<b>Sub-Total</b>	<b>\$3,370,000</b>	<b>\$1,505,951</b>	<b>\$3,360,000</b>	<b>\$4,865,951</b>
Master Land Acquisition		\$3,211,758	\$2,112,202	\$5,323,960
<b>Total</b>	<b>\$3,370,000</b>	<b>\$4,717,709</b>	<b>\$5,472,202</b>	<b>\$10,189,911</b>

Table 3

# East Bonita Beach Road

## Community Development District

### Allocation of Costs of Public Infrastructure Improvements to Assessment Area One and Assessment Area Two

Description	Total CIP	Assessment Area One Allocable Project Cost	Assessment Area Two Allocable Project Cost
Irrigation	\$850,000.00	\$428,715.32	\$421,284.68
Storm Water Management	\$2,366,665.00	\$1,193,677.10	\$1,172,987.90
Buffers	\$960,507.00	\$484,451.84	\$476,055.16
Public Roadways	\$308,289.00	\$155,492.02	\$152,796.98
Wetland/Wildlife Mitigation	\$10,000.00	\$5,043.71	\$4,956.29
Professional Services	\$70,490.00	\$35,553.11	\$34,936.89
Contingency	\$300,000.00	\$151,311.29	\$148,688.71
<b>Sub-Total</b>	<b>\$4,865,951.00</b>	<b>\$2,454,244.39</b>	<b>\$2,411,706.61</b>
Master Land Acquisition	\$5,323,960.00	\$2,685,250.82	\$2,638,709.18
<b>Total</b>	<b>\$10,189,911.00</b>	<b>\$5,139,495.21</b>	<b>\$5,050,415.79</b>

**Note:** Please note that the allocation of project costs to Assessment Area One and Assessment Area Two is based on benefit allocation as described in Section 5.2 of the Master Report and Second Supplemental Report

Table 4

# East Bonita Beach Road

## Community Development District

### Sources and Uses of Funds

		Amount
<b>Sources:</b>		
	Bond Proceeds:	
	Par Amount	\$5,580,000.00
<b>Total Sources</b>		<b>\$5,580,000.00</b>
<b>Uses:</b>		
	Project Fund Deposits:	
	Project Fund	\$5,036,465.00
	Other Fund Deposits:	
	Debt Service Reserve Fund	\$166,260.00
	Capitalized Interest Fund	\$118,575.00
	Delivery Date Expenses:	
	Costs of Issuance	\$258,700.00
<b>Total Uses</b>		<b>\$5,580,000.00</b>

Table 5

## East Bonita Beach Road

### Community Development District

#### Improvements Benefit Allocation

Unit Type	Total Units	ERU per Unit	Total ERU
SF 40'	197	0.8	157.60
SF 50'	263	1.0	263.00
SF 60'	88	1.2	105.60
<b>Total</b>	<b>548</b>		<b>526.20</b>

Unit Type	Assessment Area One Units	ERU per Unit	Assessment Area One ERU
SF 40'	98	0.8	78.40
SF 50'	181	1.0	181.00
SF 60'	5	1.2	6.00
<b>Total</b>	<b>284</b>		<b>265.40</b>

Unit Type	Assessment Area Two Units	ERU per Unit	Assessment Area Two ERU
SF 40'	99	0.8	79.20
SF 50'	82	1.0	82.00
SF 60'	83	1.2	99.60
<b>Total</b>	<b>264</b>		<b>260.80</b>

Table 6

## East Bonita Beach Road

### Community Development District

#### Public Infrastructure Improvements Costs Allocation - Assessment Area Two

Unit Type	Public Infrastructure Improvements Costs Allocation Based on ERU Method	Public Infrastructure Improvements Costs Financed with Bonds	Public Infrastructure Improvements Contributed by the Developer
SF 40'	\$1,533,715.22	\$1,529,478.63	\$4,236.59
SF 50'	\$1,587,937.48	\$1,583,551.11	\$4,386.37
SF 60'	\$1,928,763.09	\$1,923,435.25	\$5,327.83
<b>Total</b>	<b>\$5,050,415.79</b>	<b>\$5,036,465.00</b>	<b>\$13,950.79</b>

Table 7

# East Bonita Beach Road

## Community Development District

### Bond Assessment Apportionment - Assessment Area Two

Unit Type	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Bond Assessment Payment Apportionment per Unit - March Pmt*	Annual Bond Assessment Payment Apportionment per Unit - Nov Pmt**
SF 40'	\$1,694,539.88	\$17,116.56	\$1,065.10	\$1,022.50
SF 50'	\$1,754,447.85	\$21,395.71	\$1,330.73	\$1,277.50
SF 60'	\$2,131,012.27	\$25,674.85	\$1,596.35	\$1,532.50
<b>Total</b>	<b>\$5,580,000.00</b>			

\* Includes Lee County costs of collection and 4% early payment discount allowance-March payment

\*\* Includes Lee County costs of collection-November payment

## **Exhibit "A"**

Bond Assessments of \$5,580,000 are proposed to be levied over the following land:

ALL OF TRACTS "B-3", TRACT "FD", TRACT "D-4", TRACT "L-8", AND TRACT "L-9",  
AND THE EASTERLY

473.85 FEET OF TRACT "D-1", SEASONS AT BONITA, ACCORDING TO THE MAP  
OF PLAT THEREOF,

RECORDED IN INSTRUMENT NUMBER 2018000200311, PUBLIC RECORDS OF  
LEE COUNTY, FLORIDA.

SUBJECT PROPERTY CONTAINS: 65.76 ACRES, MORE OR LESS.



**EAST BONITA BEACH ROAD**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5**

## RESOLUTION 2020-08

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF EAST BONITA BEACH ROAD COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; DESIGNATING THE NATURE AND LOCATION OF THE PROPOSED IMPROVEMENTS; DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID; DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT AND A PRELIMINARY ASSESSMENT ROLL; ADDRESSING THE SETTING OF PUBLIC HEARINGS; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND ADDRESSING CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the East Bonita Beach Road Community Development District (“**District**”) was established by Ordinance No. 08-02 of City Council of the City of Bonita Springs, Florida, effective March 21, 2008, , as amended by Ordinance No, 16-02 duly enacted by the City Council and effective on March 2, 2016 and effective on April 1, 2016, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended, and is located entirely within Lee County, Florida; and

**WHEREAS**, the District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, stormwater management/earthwork improvements, landscape, irrigation, conservation and mitigation, street lighting and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District; and

**WHEREAS**, the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements described in the [*Engineer’s Report*], dated September 28, 2020, attached hereto as **Exhibit A** and incorporated herein by reference (“**Assessment Area 2 Project**”); and

**WHEREAS**, it is in the best interest of the District to pay all or a portion of the cost of the Assessment Area 2 Project by special assessments pursuant to Chapter 190, *Florida Statutes* (“**Assessments**”); and

**WHEREAS**, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection and Enforcement of Non-Ad Valorem Assessments, Florida Statutes, to finance, fund, plan, establish,

acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Assessment Area 2 Project and to impose, levy and collect the Assessments; and

**WHEREAS**, as set forth in the *[Assessment Methodology Report]*, dated September 29, 2020, attached hereto as **Exhibit B** and incorporated herein by reference and on file at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W Boca Raton, Florida 33431, ("**District Records Office**"), the District hereby finds and determines that:

- (i) benefits from the Assessment Area 2 Project will accrue to the property improved,
- (ii) the amount of those benefits will exceed the amount of the Assessments, and
- (iii) the Assessments are fairly and reasonably allocated;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF EAST BONITA BEACH ROAD COMMUNITY DEVELOPMENT DISTRICT:**

1. **AUTHORITY FOR THIS RESOLUTION; INCORPORATION OF RECITALS.** This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190 and 197, *Florida Statutes*. The recitals stated above are incorporated herein and are adopted by the Board as true and correct statements.

2. **DECLARATION OF ASSESSMENTS.** The Board hereby declares that it has determined to make all or a portion of the Assessment Area 2 Project and to defray all or a portion of the cost thereof by the Assessments.

3. **DESIGNATING THE NATURE AND LOCATION OF IMPROVEMENTS.** The nature and general location of, and plans and specifications for, the Assessment Area 2 Project are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.

4. **DECLARING THE TOTAL ESTIMATED COST OF THE ASSESSMENT AREA 2 PROJECT, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID.**

- A. The total estimated construction cost of the Assessment Area 2 Project is \$5,050,415.79 ("**Estimated Cost**").
- B. The Assessments will defray approximately \$5,580,000.00, which is the anticipated maximum par value of any bonds and which includes all or a portion of the Estimated Cost, as well as other financing-related costs, as set forth in **Exhibit B**.
- C. The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, as may be modified by supplemental assessment resolutions.

Commencing with the years in which the Assessments are certified for collection, the Assessments shall each be paid in not more than thirty (30) annual installments. The Assessments may be payable at the same time and in the same manner as are ad valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non-ad valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law, including but not limited to by direct bill. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**5. DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED.**

The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon such improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.

**6. ASSESSMENT PLAT.** Pursuant to Section 170.04, *Florida Statutes*, there is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Assessment Area 2 Project and the estimated cost of the Assessment Area 2 Project, all of which are open to inspection by the public.

**7. PRELIMINARY ASSESSMENT ROLL.** Pursuant to Section 170.06, *Florida Statutes*, the District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District’s preliminary assessment roll.

**8. PUBLIC HEARINGS DECLARED; DIRECTION TO PROVIDE NOTICE OF THE HEARINGS.** Pursuant to Sections 170.07 and 197.3632(4)(b), *Florida Statutes*, among other provisions of Florida law, there are hereby declared two public hearings to be held as follows:

**NOTICE OF PUBLIC HEARINGS**

---

DATE: \_\_\_\_\_, 2020

TIME: \_\_\_\_\_

LOCATION: Offices of D.R. Horton  
10541 Ben C Pratt  
6 Mile Cypress Parkway  
Fort Myers, Florida, 33966

The purpose of the public hearings is to hear comment and objections to the proposed special assessment program for District improvements as identified in the preliminary assessment roll, a copy of which is on file and as set forth in **Exhibit B**. Interested parties may appear at that hearing or submit their comments in writing prior to the hearings at the District Records Office.

At the time of adoption of this Resolution 2020-08 there are currently in place federal, state, and local emergency declarations and orders ("**Declarations**"). In the event the Declarations remain in effect or if future orders or declarations authorize, the hearing may be conducted remotely, using communications media technology pursuant to Executive Orders 20-52, 20-69, 20-112, 20-123, 20-139, 20-150 and 20-179, issued by Governor DeSantis, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*. Information regarding participation in any remote hearing may be obtained by contacting the District Manager at (877) 276-0889.

Notice of said hearings shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation within Lee County (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

9. **PUBLICATION OF RESOLUTION.** Pursuant to Section 170.05, *Florida Statutes*, the District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within Lee County and to provide such other notice as may be required by law or desired in the best interests of the District.

10. **CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

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

12. **EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

**PASSED AND ADOPTED** this 30<sup>th</sup> day of September, 2020.

**ATTEST:**

**EAST BONITA BEACH ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:**     *[Engineer's Report]*, dated September 28, 2020

**Exhibit B:**     *[Assessment Methodology Report]*, dated September 29, 2020

**Exhibit A**  
Engineer's Report

**Exhibit B**  
Assessment Methodology Report



**EAST BONITA BEACH ROAD**  
**COMMUNITY DEVELOPMENT DISTRICT**

**6**

**RESOLUTION 2020-09**

**A RESOLUTION OF EAST BONITA BEACH ROAD COMMUNITY DEVELOPMENT DISTRICT SUPPLEMENTING ITS RESOLUTION 2018-03 BY AUTHORIZING THE ISSUANCE OF ITS EAST BONITA BEACH ROAD COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020 (ASSESSMENT AREA TWO) IN A PRINCIPAL AMOUNT OF NOT EXCEEDING \$8,000,000 FOR THE PRINCIPAL PURPOSE OF ACQUIRING AND CONSTRUCTING ASSESSABLE IMPROVEMENTS; DELEGATING TO THE CHAIRMAN OR VICE CHAIRMAN OF THE BOARD OF SUPERVISORS OF THE DISTRICT, SUBJECT TO COMPLIANCE WITH THE APPLICABLE PROVISIONS HEREOF, THE AUTHORITY TO AWARD THE SALE OF SUCH 2020 BONDS TO FMSBONDS, INC. BY EXECUTING AND DELIVERING TO SUCH UNDERWRITER A BOND PURCHASE CONTRACT AND APPROVING THE FORM THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF THE SECOND SUPPLEMENTAL TRUST INDENTURE; APPOINTING U.S. BANK NATIONAL ASSOCIATION AS THE TRUSTEE, BOND REGISTRAR AND PAYING AGENT FOR SUCH 2020 BONDS; MAKING CERTAIN FINDINGS; APPROVING FORM OF SAID 2020 BONDS; APPROVING THE FORM OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND AUTHORIZING THE USE BY THE UNDERWRITER OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND THE LIMITED OFFERING MEMORANDUM AND THE EXECUTION OF THE LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF THE CONTINUING DISCLOSURE AGREEMENT AND AUTHORIZING THE EXECUTION THEREOF; AUTHORIZING CERTAIN OFFICIALS OF EAST BONITA BEACH ROAD COMMUNITY DEVELOPMENT DISTRICT AND OTHERS TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SAID 2020 BONDS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT TO SAID 2020 BONDS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, East Bonita Beach Road Community Development District (the "District") is authorized by Florida Statutes, Chapter 190 (the "Act") and Ordinance No. 08-02 and No. 16-02 of City of Bonita Springs, Florida, (the "Ordinance"), to issue its bonds for the purpose of acquiring and constructing assessable improvements all as provided in the Act and the Ordinance; and

**WHEREAS**, the District is authorized by the Act to make payments of principal, interest, and premium, if any, with respect to its bonds by levying and collecting special assessments on property located within the District and specially benefited by the assessable improvements to be financed with certain proceeds of its bonds; and

**WHEREAS**, the District pursuant to its Resolution 2018-03 as (the "First Resolution") authorized the issuance of its not exceeding \$15,000,000 principal amount of its special assessment revenue bonds (the "Bonds") in separate series for the purposes set forth in said First Resolution and approved the form of the Master Indenture (hereinafter defined) in substantially the form attached to the First Resolution; and

**WHEREAS**, the only Bonds previously issued by the District are its \$5,200,000 initial principal amount Special Assessment Revenue Bonds, Series 2018 (Assessment Area One); and

**WHEREAS**, the Bonds were validated by final judgment rendered by the Circuit Court in and for Lee County, Florida on February 5, 2018; and

**WHEREAS**, the District now desires to supplement the First Resolution, to authorize the issuance of and award the sale of its Special Assessment Revenue Bonds, Series 2020 (Assessment Area Two) (the "2020 Bonds") in a principal amount not exceeding \$8,000,000, to approve the Supplemental Indenture (hereinafter defined) and to provide for various other matters relating to the issuance of the 2020 Bonds; and

**WHEREAS**, the Board of Supervisors of the District (the "Board") has received from FMSbonds, Inc. (the "Underwriter") a proposal in the form of a Bond Purchase Contract (the "Contract") for the purchase of the 2020 Bonds and the Board has determined that acceptance of such proposal and the sale of the 2020 Bonds to the Underwriter is in the best interest of the District for the reasons hereafter indicated;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF EAST BONITA BEACH ROAD COMMUNITY DEVELOPMENT DISTRICT**, as follows:

**SECTION 1. Definitions.** All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Indenture (hereinafter defined).

**SECTION 2. Authorization.** There is hereby authorized to be issued the 2020 Bonds in a principal amount not exceeding \$8,000,000. The 2020 Bonds shall be issued under and secured by that Master Trust Indenture dated as of September 1, 2018 (the "Master Indenture") as supplemented by that Second Supplemental Trust Indenture (the "Supplemental Indenture") both by and between the District and U.S. Bank National Association, as trustee (the "Trustee") (the Master Indenture and the Supplemental Indenture are referred to collectively as the "Indenture"). The proceeds of the 2020 Bonds shall be used for the purposes set forth in the Supplemental Indenture and the Limited Offering Memorandum (hereinafter defined).

**SECTION 3. Approval of Supplemental Indenture; Appointment of Trustee.** The Supplemental Indenture is hereby approved in substantially the form set forth as **Exhibit A** hereto and the Chairman or the Vice Chairman of the Board are hereby authorized and directed to execute and deliver such Supplemental Indenture on behalf of and in the name of the District and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chairman or the Vice Chairman executing the same, such execution to be conclusive evidence of

such approval. The Trustee is hereby appointed to serve as Trustee, Bond Registrar and Paying Agent under such Supplemental Indenture.

**SECTION 4. Negotiated Sale.** The Board hereby determines that a negotiated sale of the 2020 Bonds to the Underwriter is in the best interest of the District because of prevailing market conditions, because delays caused by soliciting competitive bids could adversely affect the District's ability to issue and deliver the 2020 Bonds at presently favorable interest rates, and because the nature of the security for the 2020 Bonds and the sources of payment of debt service on the 2020 Bonds require the participation of an underwriter in structuring the bond issue.

**SECTION 5. Contract Approved.** The Board hereby approves the Contract submitted by the Underwriter in substantially the form attached as **Exhibit B** hereto. The Chairman or Vice Chairman of the Board is hereby authorized to execute the Contract and to deliver the Contract to the Underwriter with such changes, amendments, modifications, omissions and additions as may be approved by the executing Chairman or Vice Chairman; provided that (i) the principal amount of the 2020 Bonds shall not exceed \$8,000,000; (ii) the arbitrage yield of the 2020 Bonds will not exceed four and one-half percent (4.5%) per annum; (iii) the Underwriter's discount shall not exceed two percent (2.0%) of the principal amount of the 2020 Bonds; (iv) the 2020 Bonds shall be subject to optional redemption no later than November 1, 2032 at a Redemption Price not in excess of 100% of the principal amount to be redeemed plus accrued interest to the redemption date; and (v) the final maturity of the 2020 Bonds shall be no later than the maximum allowed under applicable Florida law.

**SECTION 6. Preliminary Limited Offering Memorandum and Limited Offering Memorandum.** The District hereby approves the Preliminary Limited Offering Memorandum in substantially the form attached hereto as **Exhibit C** (the "Preliminary Limited Offering Memorandum") and authorizes its distribution and use by the Underwriter in connection with the offering for the sale of the 2020 Bonds. If between the date hereof and the mailing of the Preliminary Limited Offering Memorandum it is necessary to make insertions, modifications and changes to the Preliminary Limited Offering Memorandum, the Chairman or Vice Chairman is hereby authorized to approve such insertions, changes and modifications, and, the Chairman or Vice Chairman is hereby authorized to deem the Preliminary Limited Offering Memorandum "final" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") under the Securities Exchange Act of 1934, in the form as mailed and in furtherance thereof to execute a certificate evidencing same. The preparation of a final Limited Offering Memorandum is hereby approved and the Chairman or Vice Chairman is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the 2020 Bonds and, upon such award, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the 2020 Bonds. The Limited Offering Memorandum shall be substantially in the form of the final Preliminary Limited Offering Memorandum, with such changes as shall be approved by the Chairman or Vice Chairman as necessary to conform to the details of the 2020 Bonds and such other insertions, modifications and changes as may be approved by the Chairman or Vice Chairman. The execution and delivery of the Limited Offering Memorandum by the Chairman or Vice Chairman shall constitute evidence of the approval thereof. The District hereby authorizes the use of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the 2020 Bonds.

**SECTION 7. Form of 2020 Bonds.** The 2020 Bonds shall be in substantially the form as set forth in an exhibit to the Supplemental Indenture, with such additions, deletions and other changes thereto as the officials of the Board executing the 2020 Bonds shall approve, such approval to be conclusively evidenced by the execution of the 2020 Bonds (by manual or facsimile signature) by such officials. The Board hereby authorizes and approves the use of a facsimile of the District seal on the 2020 Bonds.

**SECTION 8. Continuing Disclosure Agreement.** The form and content of the Continuing Disclosure Agreement (the "Disclosure Agreement") relating to the 2020 Bonds attached hereto as **Exhibit D** is hereby approved. The Chairman or Vice Chairman and the Secretary or any Assistant Secretary are hereby authorized to execute on behalf of the District the Disclosure Agreement in substantially the form attached hereto, with such additions, deletions, and other changes as may be necessitated by applicable law, this Resolution and the Contract as such officers may approve (such approval to be conclusively evidenced by their execution of the Disclosure Agreement).

**SECTION 9. Open Meetings.** It is hereby found and determined that all official acts of this Board concerning and relating to the issuance, sale, and delivery of the 2020 Bonds, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirement of Florida Statutes, Section 286.011.

**SECTION 10. Other Actions.** The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), Akerman LLP, as Bond Counsel, Hopping Green & Sams, P.A. the District's General Counsel, and any other consultant or experts retained by the District in connection with the issuance of the 2020 Bonds, are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the 2020 Bonds and the consummation of all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the Supplemental Indenture, the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum, this Resolution, the Disclosure Agreement and the Contract.

**SECTION 11. Approval of Prior Actions.** All actions taken to date by the members of the Board and the officers, agents, and employees of the District in furtherance of the issuance of the Bonds are hereby approved, confirmed and ratified.

**SECTION 12. Inconsistent Resolutions and Motions.** All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

**SECTION 13. Severability.** If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this

Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**SECTION 14. Effective Date.** This Resolution shall become effective immediately upon its adoption.

ADOPTED this 30<sup>th</sup> day of September, 2020.

**EAST BONITA BEACH ROAD  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

[SEAL]  
Attest:

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

Exhibit A: Form of Second Supplemental Trust Indenture

**SECOND SUPPLEMENTAL TRUST INDENTURE**  
**BETWEEN**  
**EAST BONITA BEACH ROAD COMMUNITY DEVELOPMENT DISTRICT**  
**AND**  
**U.S. BANK NATIONAL ASSOCIATION**  
**AS TRUSTEE**

**Dated as of October 1, 2020**



## TABLE OF CONTENTS

This Table of Contents is incorporated herein for ease of reference only and shall not be deemed a part of the Second Supplemental Trust Indenture.

<b>ARTICLE I DEFINITIONS.....</b>	<b>3</b>
Section 101. Definitions.....	3
<b>ARTICLE II AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2020 BONDS.....</b>	<b>6</b>
Section 201. Authorization of Series 2020 Bonds; Book-Entry Only Form .....	6
Section 202. Terms of Series 2020 Bonds .....	7
Section 203. Dating; Interest Accrual .....	8
Section 204. Denominations .....	8
Section 205. Paying Agent.....	8
Section 206. Bond Registrar .....	8
Section 207. Conditions Precedent to Issuance of Series 2020 Bonds .....	8
Section 208. Continuing Disclosure .....	9
<b>ARTICLE III REDEMPTION AND PURCHASE OF SERIES 2020 BONDS .....</b>	<b>9</b>
<b>ARTICLE IV DEPOSIT OF SERIES 2020 BOND PROCEEDS AND APPLICATION THEREOF;     ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF .....</b>	<b>10</b>
Section 401. Establishment of Accounts .....	10
Section 402. Use of 2020 Bond Proceeds .....	10
Section 403. 2020 Acquisition and Construction Account .....	11
Section 404. Costs of Issuance Account .....	11
Section 405. 2020 Reserve Account .....	11
Section 406. Application of Prepayment Principal; 2020 Prepayment Account .....	12
Section 407. Tax Covenants and Rebate Account .....	12
Section 408. Establishment of 2020 Revenue Account in Revenue Fund; Application of Series 2020 Accounts and Investment Earnings.....	13
<b>ARTICLE V CONCERNING THE TRUSTEE.....</b>	<b>15</b>
Section 501. Acceptance by Trustee .....	15
Section 502. Limitation of Trustee's Responsibility .....	15
Section 503. Trustee's Duties .....	15
Section 504. Brokerage Confirmations .....	15
Section 505. Patriot Act Requirements of Trustee.....	15
<b>ARTICLE VI MISCELLANEOUS.....</b>	<b>16</b>
Section 601. Confirmation of Master Indenture .....	16
Section 602. Additional Covenant Regarding 2020 Assessments .....	16
Section 603. Limitation on Additional Debt.....	16
Section 604. Additional Matters Relating to Delinquent Assessments .....	17

Section 605.	Additional Matters Relating to Series 2020 Assessments and Assessment Proceedings .....	17
Section 606.	Additional Matters Relating to Events of Default .....	18
Section 607.	Provisions relating to Bankruptcy or Insolvency of Developer.....	18
Section 608.	Assignment of Collateral Assignment .....	20
Section 609.	Third Party Beneficiaries .....	20
<b>Exhibit "A"</b>	Description of the Assessment Area Two Project	
<b>Exhibit "B"</b>	The Series 2020 Bonds	
<b>Exhibit "C"</b>	Requisition for Series 2020 Bonds (Acquisition and Construction)	
<b>Exhibit "D"</b>	Cost of Issuance Requisition	

## SECOND SUPPLEMENTAL TRUST INDENTURE

THIS SECOND SUPPLEMENTAL TRUST INDENTURE (the "Second Supplemental Indenture") dated as of October 1, 2020, from **EAST BONITA BEACH ROAD COMMUNITY DEVELOPMENT DISTRICT** (the "District") to **U.S. BANK NATIONAL ASSOCIATION**, as trustee (the "Trustee"), a national banking association authorized to accept and execute trusts of the character herein set out within the State of Florida.

**WHEREAS**, the District has entered into a Master Trust Indenture dated as of September 1, 2018 (the "Master Indenture"), with the Trustee to secure the issuance of its East Bonita Beach Road Community Development District Special Assessment Revenue Bonds (the "Bonds"), issuable in one or more Series from time to time; and

**WHEREAS**, pursuant to Resolution 2018-03 adopted by the Board of the District on November 20, 2017 (the "Bond Resolution"), the District has authorized the issuance of its not exceeding \$15,000,000 East Bonita Beach Road Community Development District Special Assessment Revenue Bonds, in one or more Series, and authorized the execution and delivery of the Master Indenture to secure the issuance of the Bonds; and

**WHEREAS**, the Bonds were validated by the Circuit Court of the Twentieth Judicial Circuit of the State of Florida in and for Lee County, Florida in a final judgment rendered on February 5, 2018 and the appeal period from such final judgment has expired with no appeal being taken; and

**WHEREAS**, the only Bonds previously issued by the District are its \$5,200,000 initial principal amount Special Assessment Revenue Bonds, Series 2018 (Assessment Area One); and

**WHEREAS**, the Board of the District has duly adopted resolutions pursuant to Sections 170.03, 170.07 and 170.08, Florida Statutes, defining assessable property to be benefited by the Assessment Area Two Project (hereinafter defined), defining the portion of the Cost of the Assessment Area Two Project with respect to which Series 2020 Assessments (hereinafter defined) will be imposed and the manner in which such Series 2020 Assessments shall be levied against such benefited property within the District, directing the preparation of an assessment roll calling for a public hearing of the District at which owners of property to be subject to the Series 2020 Assessments may be heard as to the propriety and advisability of undertaking the Assessment Area Two Project, as to the cost thereof, the manner of payment therefor, and the amount to be assessed against each property improved by the Assessment Area Two Project, and stating the intent of the District to issue the Series 2020 Bonds (as herein defined) secured by such Series 2020 Assessments to finance the costs of the acquisition and construction of the Assessment Area Two Project and the Board of the District has duly adopted a resolution, following a public hearing conducted in accordance with the Act, to fix and establish the Series 2020 Assessments and the benefited property (collectively the "Assessment Resolution"); and

**WHEREAS**, pursuant to the Bond Resolution, as supplemented by District Resolution \_\_\_\_\_ adopted by the Board of Supervisors the District on September 21, 2020 has authorized the issuance, sale and delivery of its \$\_\_\_\_\_ East Bonita Beach Road Community Development District Special Assessment Revenue Bonds, Series 2020 (Assessment Area Two)

(the "Series 2020 Bonds") as a Series of Bonds under the Master Indenture and authorized the execution and delivery of this Second Supplemental Indenture (collectively with the Master Indenture, the "Indenture") to secure the issuance of the Series 2020 Bonds and to set forth the terms of the Series 2020 Bonds; and

**WHEREAS**, the District will apply the proceeds of the Series 2020 Bonds to: (i) finance the Cost of acquisition, construction, installation and equipping of a portion of the Assessment Area Two Project, which Assessment Area Two Project is further described in **Exhibit A** hereto (hereinafter, the "Assessment Area Two Project"); (ii) pay certain costs associated with the issuance of the Series 2020 Bonds; (iii) to pay a portion of the interest accruing on the Series 2020 Bonds; and (iv) fund the 2020 Reserve Account as herein provided; and

**WHEREAS**, the execution and delivery of the Series 2020 Bonds and of this Second Supplemental Indenture have been duly authorized by the Board of the District and all things necessary to make the Series 2020 Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Second Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the 2020 Trust Estate (as hereinafter defined) have been done;

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS SECOND SUPPLEMENTAL TRUST INDENTURE WITNESSETH:**

That the District, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the Series 2020 Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price of, and interest on, all Series 2020 Bonds Outstanding from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this Second Supplemental Indenture and in the Series 2020 Bonds: (a) has executed and delivered this Second Supplemental Indenture and (b) does hereby, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in interest the trusts under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions hereof pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture and herein, the revenues derived by the District from the Series 2020 Assessments levied and imposed pursuant to the Assessment Proceedings as the same may be amended from time to time (the "2020 Pledged Revenues") and the Funds and Accounts (except for the 2020 Rebate Account and the 2020 Cost of Issuance Account) established hereby (the "2020 Pledged Funds" and collectively with the "2020 Pledged Revenues," the "2020 Trust Estate") which shall comprise the Trust Estate securing only the Series 2020 Bonds;

**TO HAVE AND TO HOLD** all the same by the Master Indenture granted, bargained, sold, conveyed, transferred, assigned and pledged, or agreed or intended so to be, to the Trustee and its successors in trust and to it and its assigns forever;

**IN TRUST NEVERTHELESS**, except as in each such case may otherwise be provided in the Master Indenture and herein, upon the terms and trusts in the Master Indenture and herein set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the Series 2020 Bonds issued or to be issued under and secured by this Second Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any Series 2020 Bond over any other Series 2020 Bond by reason of priority in their issue, sale or execution;

**PROVIDED HOWEVER**, that if the District, its successors or assigns, shall well and duly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Series 2020 Bonds or any Series 2020 Bond secured and Outstanding under this Second Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2020 Bonds and this Second Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this Second Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provision of the Master Indenture and this Second Supplemental Indenture, then upon such final payments, this Second Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Series 2020 Bonds or any Series 2020 Bond of a particular maturity, otherwise this Second Supplemental Indenture shall remain in full force and effect;

**THIS SECOND SUPPLEMENTAL INDENTURE FURTHER WITNESSETH**, and it is expressly declared, that all Series 2020 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as in the Master Indenture (except as amended directly or by implication by this Second Supplemental Indenture), including this Second Supplemental Indenture, expressed, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Series 2020 Bonds, as follows:

**ARTICLE I  
DEFINITIONS**

Section 101. Definitions. All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All terms used herein that are defined in the Master Indenture are used with the same meaning herein (including the use of such terms in the recitals hereto and the granting clauses hereof) unless (i) expressly given a different meaning herein or (ii) the context clearly requires otherwise. In addition, unless the context clearly requires otherwise, the following terms used herein shall have the following meanings:

"Acquisition Agreement" shall mean any document, including any and all amendments thereto, pursuant to which the Developer conveys to the District any portion of the Assessment Area Two Project.

"Amortization Installments" shall mean the moneys required to be deposited in the Sinking Fund Account within the Debt Service Fund for the purpose of redeeming and paying when due any Term Bonds.

"Assessment Interest" shall mean the interest on Series 2020 Assessments received by the District which is pledged to the Series 2020 Bonds, other than Delinquent Assessment Interest.

"Assessment Principal" shall mean the principal amount of Series 2020 Assessments received by the District which are pledged to the Series 2020 Bonds, other than Delinquent Assessment Principal and Prepayment Principal.

"Assessment Proceedings" shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2020 Assessments, including the Assessment Resolution and any supplemental proceedings undertaken by the District with respect to the Series 2020 Assessments.

"Beneficial Owner" shall mean the owners from time to time of the Series 2020 Bonds for federal income tax purposes.

"Bond Depository" shall mean the securities depository existing from time to time under Section 201 hereof.

"Bond Participants" shall mean those broker-dealers, banks and other financial institutions from time to time for which the Bond Depository holds Series 2020 Bonds as securities depository.

"Collateral Assignment" shall mean that certain Collateral Assignment and Assumption of Development Rights Relating to the Assessment Area Two Project and dated the initial delivery date of the Series 2020 Bonds, between the District and the Developer, as amended from time to time.

"Completion Agreement" shall mean the document entitled \_\_\_\_\_ by and between the Developer and the District dated October \_\_, 2020.

"Continuing Disclosure Agreement" means that certain Continuing Disclosure Agreement dated the date of issuance and delivery of the Series 2020 Bonds, among the District and the Developer and joined in by the Trustee and Disclosure Representative (as defined therein), as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Delinquent Assessment Interest" shall mean Assessment Interest deposited with the Trustee after the date on which such Assessment Interest has become due and payable in accordance with applicable law or proceedings of the District.

"Delinquent Assessment Principal" shall mean Assessment Principal deposited with the Trustee after the date on which such Assessment Principal has become due and payable in accordance with applicable law or proceedings of the District.

"Developer" shall mean Forestar (USA) Real Estate Group Inc., a Delaware corporation.

"DTC" shall mean The Depository Trust Company, New York, New York, and its successors and assigns.

"Interest Payment Date" shall mean each May 1 and November 1, commencing May 1, 2021.

"Majority Owners" shall mean the Beneficial Owners of more than fifty percent (50%) of the aggregate principal amount of the Series 2020 Bonds then Outstanding.

"Nominee" shall mean the nominee of the Bond Depository, which may be the Bond Depository, as determined from time to time pursuant to this Supplemental Indenture.

"Participating Underwriter" shall have the meaning ascribed to it in the Continuing Disclosure Agreement.

"Prepayment Principal" shall mean the excess amount of Assessment Principal received by the District over the Assessment Principal then due, but shall not include Delinquent Assessment Principal. Prepayment Principal shall not include the proceeds of any refunding bonds.

"Quarterly Redemption Date" shall mean each February 1, May 1, August 1 and November 1.

"Series 2020 Assessments" shall mean the Special Assessments levied against properties within the District specially benefited by the Assessment Area Two Project all as described in the Assessment Proceedings.

"Substantially Absorbed" means the date at least 75% of the principal portion of the Series 2020 Assessments have been assigned to residential units that have received certificates of occupancy.

"Term Bonds" shall mean the Series 2020 Bonds that mature on one date and that are subject to mandatory redemption from Amortization Installments.

"True Up Agreement" shall mean, the document entitled \_\_\_\_\_ between the District and the Developer, dated \_\_\_\_\_, 2020.

"2020 Acquisition and Construction Account" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Second Supplemental Indenture.

"2020 Costs of Issuance Account" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Second Supplemental Indenture.

"2020 Interest Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(b) of this Second Supplemental Indenture.

"2020 Investment Obligations" shall mean those obligations described under the definition of "Investment Securities" in the Master Indenture.

"2020 Prepayment Account" shall mean the Account so designated, established as a separate Account within the Bond Redemption Fund pursuant to Section 4.01(c) of this Second Supplemental Indenture.

"2020 Rebate Account" shall mean the Account so designated, established pursuant to Section 4.07 of this Second Supplemental Indenture.

"2020 Reserve Account" shall mean the Account established as a separate Account within the Debt Service Reserve Fund pursuant to Section 4.01(d) of this Second Supplemental Indenture.

"2020 Reserve Account Requirement" shall mean an amount equal to fifty (50%) of maximum annual Debt Service Requirement with respect to the Series 2020 Bonds determined from time to time which is initially \$\_\_\_\_\_.

"2020 Revenue Account" shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 4.01(c) of this Second Supplemental Indenture.

"2020 Sinking Fund Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(b) of this Second Supplemental Indenture.

## ARTICLE II

### AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2020 BONDS

Section 201. Authorization of Series 2020 Bonds; Book-Entry Only Form. The Series 2020 Bonds are hereby authorized to be issued in the aggregate principal amount of \$\_\_\_\_\_ for the purposes enumerated in the recitals hereto. The Series 2020 Bonds shall be substantially in the form set forth as **Exhibit B** to this Second Supplemental Indenture. Each Series 2020 Bond shall bear the designation "2020" and be numbered consecutively from 1 upwards.

The Series 2020 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2020 Bond for each maturity of Series 2020 Bonds. Upon initial issuance, the ownership of such Series 2020 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of The Depository Trust Company, New York, New York ("DTC"), the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Series 2020 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to Series 2020 Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any Beneficial Owner. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond



Participant with respect to any ownership interest in the Series 2020 Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Series 2020 Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2020 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each Series 2020 Bond is registered in the registration books kept by the Bond Registrar as the absolute owner of such Series 2020 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2020 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2020 Bond, for the purpose of registering transfers with respect to such Series 2020 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2020 Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and such payment shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payments of principal of, premium, if any, and interest on the Series 2020 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Series 2020 Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions therein with respect to Record Dates, the words "Cede & Co." in this Second Supplemental Indenture shall refer to such new Nominee of DTC; and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC: (i) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding Series 2020 Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the Beneficial Owners of the Series 2020 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Series 2020 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Beneficial Owners shall designate, in accordance with the provisions hereof.

Section 202. Terms of Series 2020 Bonds. The Series 2020 Bonds shall be issued as \_\_\_\_ (\_\_\_\_) Term Bonds as set forth below and shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates set forth below:

\$ \_\_\_\_\_, \_\_\_\_% Term Bond due November 1, \_\_\_\_\_

\$ \_\_\_\_\_, \_\_\_\_% Term Bond due November 1, \_\_\_\_\_

\$ \_\_\_\_\_, \_\_\_\_% Term Bond due November 1, \_\_\_\_\_

\$ \_\_\_\_\_, \_\_\_\_\_ % Term Bond due November 1, \_\_\_\_\_

Section 203. Dating; Interest Accrual. Each Series 2020 Bond upon initial issuance shall be dated October \_\_\_\_, 2020. Each Series 2020 Bond shall also bear its date of authentication. Each Series 2020 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such Series 2020 Bond has been paid, in which event such Series 2020 Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Series 2020 Bonds, in which event such Series 2020 Bond shall bear interest from its date. Interest on the Series 2020 Bonds shall be due and payable on each May 1 and November 1, commencing May 1, 2021, and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 204. Denominations. The Series 2020 Bonds shall be issued in Authorized Denominations.

Section 205. Paying Agent. The District appoints the Trustee as Paying Agent for the Series 2020 Bonds.

Section 206. Bond Registrar. The District appoints the Trustee as Bond Registrar for the Series 2020 Bonds.

Section 207. Conditions Precedent to Issuance of Series 2020 Bonds. In addition to complying with the requirements set forth in Section 3.01 of the Master Indenture in connection with the issuance of the Series 2020 Bonds, all the Series 2020 Bonds shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Assessment Proceedings;
- (b) Executed originals of the Master Indenture and this Second Supplemental Indenture;
- (c) A Bond Counsel opinion addressed to the Trustee substantially to the effect that; (i) the Indenture has been duly authorized and executed by the District and constitutes a valid and binding obligation of the District; (ii) the Series 2020 Bonds have been duly authorized, executed and delivered by the District and are valid and binding special obligations of the District, payable solely from the sources provided therefor in the Indenture; (iii) the interest on the Series 2020 Bonds is excludable from gross income for federal income tax purposes; and (iv) the Series 2020 Bonds and the interest paid thereon are exempt from all taxes imposed by the State of Florida except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes on corporations and other entities, as defined therein.
- (d) An opinion of Counsel to the District addressed to the Trustee substantially to the effect that; (i) the District has been duly established and validly exists as a community development district under the Act, (ii) the District has good right and lawful authority under the Act to undertake the Assessment Area Two Project being financed with the proceeds of the Series 2020 Bonds, subject to obtaining such licenses, orders or other authorizations as are, at the date of

such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to undertake the Assessment Area Two Project, (iii) all proceedings undertaken by the District with respect to the Series 2020 Assessments have been in accordance with Florida law, (iv) the District has taken all action necessary to levy and impose the Series 2020 Assessments, and (v) the Series 2020 Assessments are legal, valid and binding liens upon the property against which such Series 2020 Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid;

(e) A certificate of a Responsible Officer to the effect that, upon the authentication and delivery of the Series 2020 Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this Second Supplemental Indenture;

(f) A certificate or certificates of the District's engineer certifying as to the accuracy of the information set forth in the District Engineer's Report regarding the Assessment Area Two Project; and

(g) A certified copy of the final judgment of validation together with a certificate of no appeal.

Delivery to the Trustee of the net proceeds from the issuance of the Series 2020 Bonds shall constitute satisfactory proof of the delivery of the items described above to the satisfaction of the District and the Participating Underwriter of the Series 2020 Bonds.

Section 208. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provisions of the Indenture, failure of the District to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may and, at the request of any Participating Underwriter (as defined in Rule 15c2-12 of the Securities and Exchange Commission) or the Holders of at least 25% aggregate principal amount of Outstanding Series 2020 Bonds, and receipt of indemnity satisfactory to the Trustee shall, or any such Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the District to comply with its obligations under this Section.

### **ARTICLE III**

#### **REDEMPTION AND PURCHASE OF SERIES 2020 BONDS**

The Series 2020 Bonds are subject to redemption prior to maturity as provided in the form thereof set forth as **Exhibit B** to this Second Supplemental Indenture. Series 2020 Bonds may be purchased as provided in Article VIII of the Master Indenture. If at the time of mailing the notice of any redemption, the District shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem all the Series 2020 Bonds called for redemption, such notice shall state that it is subject to the deposit of the redemption moneys with the Trustee or Paying Agent, as the case may be, not later than the opening of business on the redemption date and such other conditions

as shall be set forth in such notice, and such notice shall be of no effect unless such moneys are so deposited and any other conditions are satisfied.

**ARTICLE IV**  
**DEPOSIT OF SERIES 2020 BOND PROCEEDS AND APPLICATION THEREOF;**  
**ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF**

Section 401. Establishment of Accounts.

(a) There are hereby established within the Acquisition and Construction Fund held by the Trustee the following accounts:

- (i) a 2020 Acquisition and Construction Account; and
- (ii) a 2020 Costs of Issuance Account;

(b) There are hereby established within the Debt Service Fund held by the Trustee a 2020 Sinking Fund Account, and a 2020 Interest Account;

(c) There is hereby established within the Bond Redemption Fund a 2020 Prepayment Account;

(d) There is hereby established within the Debt Service Reserve Fund held by the Trustee a 2020 Reserve Account, which account shall be held for the benefit of all of the Series 2020 Bonds without distinction as to Series 2020 Bonds and without privilege or priority of one Series 2020 Bond over another; and

(e) There is hereby established within the Revenue Fund held by the Trustee a 2020 Revenue Account.

Section 402. Use of 2020 Bond Proceeds. Following the Trustee's receipt of the items set forth in Section 3.01 of the Master Indenture and Section 207 hereof, the net proceeds of sale of the Series 2020 Bonds, \$\_\_\_\_\_ (face amount of Series 2020 Bonds less underwriter's discount of \$\_\_\_\_\_ and less original issue discount of \$\_\_\_\_\_), shall be delivered to the Trustee by the District and be applied as follows:

(a) \$\_\_\_\_\_, representing the 2020 Reserve Account Requirement, shall be deposited to the 2020 Reserve Account;

(b) \$\_\_\_\_\_, representing costs of issuance relating to the Series 2020 Bonds, shall be deposited to the credit of the 2020 Costs of Issuance Account;

(c) \$\_\_\_\_\_, shall be deposited to the 2020 Interest Account; and

(d) \$\_\_\_\_\_ of the proceeds of the Series 2020 Bonds remaining after the deposits above shall be deposited to the credit of the 2020 Acquisition and Construction Account.

Section 403. 2020 Acquisition and Construction Account.

(a) Amounts on deposit in the 2020 Acquisition and Construction Account shall be applied to pay the Costs of the Assessment Area Two Project upon compliance with the requirements of the requisition provisions set forth in Section 5.01(b) of the Master Indenture, and upon presentment to the Trustee of a properly signed requisition in substantially the form of Exhibit C, the Trustee shall withdraw moneys from the 2020 Acquisition and Construction Account.

(b) Any balance remaining in the 2020 Acquisition and Construction Account after the Completion Date and after retaining the amount, if any, of all remaining unpaid Costs of the Assessment Area Two Project set forth in the certificate of the District engineer establishing such Completion Date, shall be transferred to and deposited in the 2020 Prepayment Account in the Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2020 Bonds in the manner prescribed in the form of Series 2020 Bond. No such transfer to the 2020 Prepayment Account shall be made if on the date of such proposed transfer the Trustee has knowledge that an Event of Default exists until such Event of Default no longer exists or is waived or the Trustee is directed by the Majority Owners to otherwise apply such moneys.

In accordance with the provisions of the Indenture, the Series 2020 Bonds are payable solely from the 2020 Trust Estate. The District acknowledges hereby that (i) the 2020 Trust Estate includes, without limitation, all amounts on deposit in the 2020 Acquisition and Construction Account then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the Series 2020 Bonds, the 2020 Trust Estate may not be used by the District (whether to pay costs of the Assessment Area Two Project or otherwise) without the consent of the Majority Owners, except to the extent that prior to the occurrence of the Event of Default the District had incurred a binding obligation with third parties for work on the Assessment Area Two Project and payment is for such work and (iii) the 2020 Trust Estate may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The District shall not enter into any binding agreement with respect to the Assessment Area Two Project after the occurrence of an Event of Default unless authorized in writing by the Majority Owners.

Section 404. 2020 Costs of Issuance Account. There shall be deposited in the 2020 Costs of Issuance Account \$ \_\_\_\_\_ which shall, at the written direction of a Responsible Officer to the Trustee, be used to pay the costs of issuance relating to the Series 2020 Bonds, upon presentment to the Trustee of a properly signed requisition substantially in the form of Exhibit D hereto, the Trustee shall withdraw moneys from the 2020 Costs of Issuance Account. Any amounts on deposit in the 2020 Costs of Issuance Account ninety (90) days after the date of initial delivery of the Series 2020 Bonds, for which the District has not provided a pending requisition, shall be transferred over and deposited into the 2020 Acquisition and Construction Account and used for the purposes permitted therefor and the 2020 Cost of Issuance Account shall be closed.

Section 405. 2020 Reserve Account. Amounts on deposit in the 2020 Reserve Account except as provided elsewhere in the Master Indenture or in this Second Supplemental Indenture shall be used only for the purpose of making payments into the 2020 Interest Account and the 2020 Sinking Fund Account to pay the Series 2020 Bonds, without distinction as to Series 2020 Bonds

and without privilege or priority of one Series 2020 Bond over another, when due when the moneys on deposit in such Accounts and available therefor are insufficient.

The Trustee, on each March 15, June 15, September 15 and December 15 (or if such day is not a Business Day, on the Business Day next preceding such day) next preceding each Quarterly Redemption Date, after taking into account all payments and transfers made as of such date, shall compute the value of the 2020 Reserve Account and shall promptly notify the District of the amount of any deficiency or surplus as of such date in such account. The District shall immediately pay the amount of any deficiency to the Trustee, for deposit in the 2020 Reserve Account, from the first legally available sources of the District. Any surplus in the 2020 Reserve Account (other than any surplus resulting from investment earnings which shall be applied as provided below) shall be deposited to the 2020 Prepayment Account, except that prior to the Completion Date of the 2020 Project such excess shall be deposited to the 2020 Acquisition and Construction Account.

All earnings on investments in the 2020 Reserve Account shall be deposited to the 2020 Revenue Account provided no deficiency exists in the 2020 Reserve Account and if a deficiency does exist earnings shall remain on deposit in the 2020 Reserve Account until the deficiency is cured. Such Account shall consist only of cash and 2020 Investment Obligations.

Notwithstanding the foregoing on the earliest date on which there is on deposit in the 2020 Reserve Account, sufficient monies, taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2020 Bonds, together with accrued interest on such Series 2020 Bonds to the earliest date of redemption, then the Trustee shall transfer to the 2020 Prepayment Account the amount on deposit in the 2020 Reserve Account to pay and redeem all of the Outstanding 2020 Bonds on the earliest such date.

Section 406. Application of Prepayment Principal; 2020 Prepayment Account. All Prepayment Principal shall upon receipt by the Trustee be deposited to the 2020 Prepayment Account. At the time the District deposits Prepayment Principal with the Trustee it shall notify the Trustee in writing as to the amount of Prepayment Principal. Amounts on deposit in the 2020 Prepayment Account shall be applied to the extraordinary mandatory redemption of the Series 2020 Bonds in the manner prescribed to the form of Series 2020 Bonds.

Section 407. Tax Covenants and Rebate Account. The District shall comply with the Arbitrage Certificate (including deposits to and payments from the 2020 Rebate Account hereby established) included as part of the closing transcript for the Series 2020 Bonds, as amended and supplemented from time to time in accordance with its terms. Amounts in the 2020 Rebate Account shall be directed by the District for investment only in Government Obligations. To the extent any amounts in the 2020 Rebate Account are not needed to comply with the Arbitrage Certificate, such amounts shall be transferred as directed by the District to any other fund or account created hereunder.

Notwithstanding anything to the contrary contained in the Master Indenture, the District covenants with the holders of the Series 2020 Bonds that it shall comply with the requirements of Code necessary to maintain the exclusion of interest on the Series 2020 Bonds from gross income for purposes of federal income taxation, including the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code, and, in particular, that it shall not make or direct

the making of any investment or other use of proceeds of such Series 2020 Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause the interest on such 2020 Bonds to be or become subject to federal income taxation, nor shall it fail to do any act which is necessary to prevent such interest from becoming subject to federal income taxation. The District further covenants that neither the District nor any other person under its control or direction will make any investment or other use of the proceeds of the Series 2020 Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause the 2020 Bonds to be "private activity bonds" as that term is defined in Section 141 of the Code (or any successor provision thereto), or "arbitrage bonds" as that term is defined in Section 148 of the Code (or any successor provision thereto) and that it will comply with such sections of the Code throughout the term of the Series 2020 Bonds.

Section 408. Establishment of 2020 Revenue Account in Revenue Fund; Application of Series 2020 Accounts and Investment Earnings.

(a) Except as otherwise provided herein, amounts on deposit in the 2020 Revenue Account shall be applied in accordance with Section 6.03 of the Master Indenture. Except as otherwise provided herein, the Series 2020 Assessments will be collected as provided in Section 9.04 of the Master Indenture. Following an Event of Default, the Majority Owners may direct the District as to the collection method for the Series 2020 Assessments provided such method complies with Florida law. The District covenants to assess, levy, and enforce the payment of the Series 2020 Assessments at times and in amounts as shall be necessary in order to pay, when due, Debt Service Requirements on the Series 2020 Bonds and to pay or cause to be paid the proceeds of such Series 2020 Assessments as received to the Trustee for deposit to the 2020 Revenue Account.

(b) Upon deposit of the revenues from the Series 2020 Assessments including the interest thereon with the Trustee, the District shall provide the Trustee a written accounting setting forth the amounts of such Series 2020 Assessments in the following categories which shall be deposited by the Trustee into the Funds and Accounts established hereunder as follows:

(i) Assessment Interest which shall be deposited into the 2020 Interest Account;

(ii) Assessment Principal, which shall be deposited into the 2020 Sinking Fund Account;

(iii) Prepayment Principal which shall be deposited into the 2020 Prepayment Account;

(iv) Delinquent Assessment Principal shall first be applied to restore the amount of any withdrawal, from the 2020 Reserve Account to pay the principal of Series 2020 Bonds to the extent that less than the 2020 Reserve Account Requirement is on deposit in the 2020 Reserve Account, and, the balance, if any, shall be deposited into the 2020 Sinking Fund Account;

(v) Delinquent Assessment Interest shall first be applied to restore the amount of any withdrawal, from the 2020 Reserve Account to pay the interest of Series

2020 Bonds to the extent that less than the 2020 Reserve Account Requirement is on deposit in a 2020 Reserve Account, and, the balance, if any, shall be deposited into the 2020 Interest Account;

(vi) The balance shall be deposited in the 2020 Revenue Account.

(c) On each March 15, June 15, September 15 and December 15 (or if such Day is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the 2020 Prepayment Account and, if the balance therein is greater than zero, shall transfer, but only after transferring sufficient amounts as directed by the District to pay amounts on the next Interest Payment Date as provided in Section 6.03 of the Master Indenture, from the 2020 Revenue Account for deposit into such Prepayment Account, an amount sufficient to increase the amount on deposit therein to the next integral multiple of \$5,000, and, shall thereupon give notice and cause the extraordinary mandatory redemption of Series 2020 Bonds on the next succeeding Quarterly Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in such Prepayment Account in accordance with the provisions for extraordinary redemption of Series 2020 Bonds. All interest due in regard to such prepayments shall be paid from the 2020 Interest Account or, if insufficient amounts are on deposit in the 2020 Interest Account to pay such interest then from the 2020 Revenue Account.

(d) Anything herein or in the Master Indenture to the contrary, on each May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall transfer from amounts on deposit in the 2020 Revenue Account to the Funds and Accounts designated below, the following amounts in the following order of priority:

FIRST, to the 2020 Interest Account of the Debt Service Fund, an amount equal to the amount of interest payable on all Series 2020 Bonds then Outstanding on such May 1 or November 1, less any other amount already on deposit in the 2020 Interest Account not previously credited;

SECOND, beginning on November 1, 2022, and no later than the Business Day next preceding each November 1 thereafter while Series 2020 Bonds remain Outstanding, to the 2020 Sinking Fund Account, an amount equal to the Amortization Installment on the Series 2020 Bonds due on such November 1 or the principal maturing on such November 1, less any amount on deposit in the 2020 Sinking Fund Account not previously credited;

THIRD, to the 2020 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the 2020 Reserve Account Requirement with respect to the 2020 Bonds; and

FOURTH, the balance shall be retained in the 2020 Revenue Account.

Anything herein to the contrary notwithstanding, it shall not constitute an Event of Default hereunder if the full amount of the foregoing deposits are not made due to an insufficiency of funds therefor; provided, however, that nothing in this paragraph is meant to change what are otherwise Events of Default as provided for in Article X of the Master Trust Indenture and Section 606 herein.



(e) On any date required by the Arbitrage Certificate, the District shall give the Trustee written direction, and the Trustee shall, transfer from the 2020 Revenue Account to the 2020 Rebate Account established for the Series 2020 Bonds in the Rebate Fund the amount due and owing to the United States, which amount shall be paid, to the United States, when due, in accordance with such Arbitrage Certificate. To the extent insufficient moneys are on deposit in the 2020 Revenue Account to make the transfer provided for in the immediately preceding sentence the District shall deposit with the Trustee from available moneys of the District the amount of any such insufficiency.

(f) Anything herein or in the Master Indenture to the contrary notwithstanding, amounts on deposit in all of the Funds and Accounts held as security for the Series 2020 Bonds shall be invested only in 2020 Investment Obligations, and further, earnings on investments in the 2020 Acquisition and Construction Accounts and 2020 Cost of Issuance Account shall be retained as realized, in such Accounts and used for the purpose of such Accounts. Earnings on investments in the 2020 Revenue Account, 2020 Sinking Fund Account, the 2020 Interest Account and the 2020 Prepayment Account in the Bond Redemption Fund shall be deposited, as realized, to the credit of the 2020 Revenue Account and used for the purpose of such Account.

Earnings on investments in the 2020 Reserve Account shall be disposed of as provided in Section 405 hereof.

## **ARTICLE V CONCERNING THE TRUSTEE**

Section 501. Acceptance by Trustee. The Trustee accepts the trusts declared and provided in this Second Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth in the Master Indenture as modified by this Second Supplemental Indenture.

Section 502. Limitation of Trustee's Responsibility. The Trustee shall not be responsible in any manner for the due execution of this Second Supplemental Indenture by the District or for the recitals contained herein, all of which are made solely by the District.

Section 503. Trustee's Duties. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Article XI thereof, all of which shall apply to the actions of the Trustee under this Second Supplemental Indenture.

Section 504. Brokerage Confirmations. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive individual confirmations of security sanctions at no additional cost, as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

Section 505. Patriot Act Requirements of Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identified each person who opens an account. For a

non-individual person such as business entity, a charity, a trust, or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

## **ARTICLE VI MISCELLANEOUS**

Section 601. Confirmation of Master Indenture. As supplemented by this Second Supplemental Indenture, the Master Indenture is in all respect ratified and confirmed, and this Second Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to this Second Supplemental Indenture and to the Series 2020 Bonds issued hereunder. To the extent of any conflicts between the terms and provisions of the Master Indenture and this Second Supplemental Indenture the terms and provisions hereof shall control.

Section 602. Additional Covenant Regarding 2020 Assessments. In addition, and not in limitation of, the covenants contained elsewhere in this Second Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the 2020 Assessments, including the assessment methodology, prepared by Wrathell, Hunt and Associates, LLC (the "Report"), and to levy the 2020 Assessments and any required true up payments as set forth in the Report, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2020 Bonds, when due. The District also agrees that it shall not amend the Report in any material manner without the written consent of the Majority Owners.

The District shall directly collect the Series 2020 Assessments in lieu of the Uniform Method with respect to any assessable lands which are still owned by the Developer or an entity affiliated with the Developer until such time as such lots are platted, unless the District Manager is directed otherwise by Majority Owners.

Section 603. Limitation on Additional Debt. Other than Bonds issued to refund a portion of Outstanding Series 2020 Bonds, the issuance of which as determined by the District results in present value debt service savings, the District shall not, while any Series 2020 Bonds are outstanding, issue or incur any debt payable in whole or in part from the 2020 Trust Estate. In addition, the District covenants not to issue any other Bonds or other debt obligations secured by Special Assessments on assessable lands which are also encumbered by the Series 2020 Assessments for any capital project unless the Series 2020 Assessments have been Substantially Absorbed. The District may impose Special Assessments on property subject to the Series 2020 Assessments which as determined by the District, are necessary for health, safety, and welfare reasons or to remediate a natural disaster and issue debt secured by such Special Assessments. The District may issue Bonds or other debt obligations secured by Special Assessments on assessable lands not encumbered by the Series 2020 Assessments without limitation except as limited by the documents pursuant to which such Bonds or debt are issued. The Trustee and the District may rely on a certificate from the District Manager regarding such status of the residential units and the

Series 2020 Assessments and in the absence of receipt of such certificate, may assume Substantial Absorption has not occurred.

Section 604. Additional Matters Relating to Delinquent Assessments.

(a) Notwithstanding anything herein or in the Master Indenture to the contrary, the following provisions shall apply with respect to the Series 2020 Assessments and Series 2020 Bonds: If any property shall be offered for sale for the nonpayment of any Series 2020 Assessments, and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2020 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the District, after receiving the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2020 Outstanding, specifying whether the District is to take title to the property in its corporate name or in the name of a special purpose entity, may purchase the property for an amount less than or equal to the balance due on the Series 2020 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special-purpose entity title to the property for the benefit of the Owners of the Series 2020 Bonds. The District, either through its own actions, or actions caused to be taken by the District through the Trustee, shall have the power to and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the 2020 Revenue Account. The District, either through its own actions, or actions caused to be taken by the District through the Trustee, agrees that it shall, after being provided assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be required to take the measures provided by law for listing for sale of property acquired by it as trustee for the Owners of the Series 2020 Bonds within sixty (60) days after the receipt of the request therefore signed by the Trustee, acting at the direction of the Majority Owners of the Series 2020 Outstanding . The District may pay costs associated with any actions taken by the District pursuant to this paragraph from any moneys legally available for such purpose held under the Indenture, provided such action does not adversely impact the tax-exempt status of the interest on the Series 2020 Bonds.

(b) Notwithstanding anything to the contrary herein or in the Master Indenture, the District acknowledges and agrees that (i) upon failure of any property owner to pay when due any installment of Series 2020 Assessments that are billed directly by the District, that the entire Series 2020 Assessments levied on the property for which such installment of Series 2020 Assessments is due and unpaid, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and, with the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2020 Bonds Outstanding, the District shall promptly, but in any event within one hundred twenty (120) days of the receipt of such consent, cause to be brought the necessary legal proceedings for the foreclosure of liens of the delinquent Series 2020 Assessments, including interest and penalties and (ii) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

Section 605. Additional Matters Relating to Series 2020 Assessments and Assessment Proceedings. The District covenants and agrees that upon the occurrence and continuance of an Event of Default with respect to the Series 2020 Bonds, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of delinquent Series 2020

Assessments that are directly billed and collected by the District, as well as delinquent direct billed operation and maintenance assessments, and the provisions for the foreclosure of liens of delinquent Series 2020 Assessments that are directly billed and collected by the District, as well as delinquent direct billed operation and maintenance assessments, all in a manner consistent with the Master Indenture and this Second Supplemental Indenture. All Series 2020 Assessments that are billed and collected directly by the District shall be due and payable by the applicable Developer no later than thirty (30) days prior to each Interest Payment Date and shall become delinquent thereafter.

Section 606. Additional Matters Relating to Events of Default.

In addition to the events set forth in Section 10.02 of the Master Indenture, each of the following events shall be an Event of Default with respect to the Series 2020 Bonds, notwithstanding anything to the contrary in the Master Indenture:

Any portion of the Series 2020 Assessments pledged to the Series 2020 Bonds shall have become delinquent and, as the result thereof, the Indenture authorizes the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in 2020 Reserve Account to pay the Debt Service Requirements on the Series 2020 Bonds (regardless of whether the Trustee does or does not actually withdraw such funds from the 2020 Reserve Account to pay the Debt Service Requirements on the Series 2020 Bonds) (the foregoing being referred to as a "2020 Reserve Account Event") unless within sixty (60) days from the 2020 Reserve Account Event the District has either paid to the Trustee (i) the amounts, if any, withdrawn from the 2020 Reserve Account or (ii) the portion of the Delinquent Assessment Principal and Delinquent Assessment Interest giving rise to the 2020 Reserve Account Event are no longer delinquent Assessments; and

More than fifteen percent (15%) of the operation and maintenance assessments that are directly billed by the District and levied by the District on tax parcels subject to the Series 2020 Assessments are not paid by the date such are due and payable and such default continues for sixty (60) days after the date when due.

Section 607. Provisions relating to Bankruptcy or Insolvency of Developer.

(a) The provisions of this Section 607 shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to at least three percent (3%) of the Series 2020 Assessments pledged to the Series 2020 Bonds Outstanding (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding").

(b) The District acknowledges and agrees that, although the Series 2020 Bonds were issued by the District, the Owners of the Series 2020 Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:

(i) the District hereby agrees that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2020 Bonds Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceedings or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2020 Assessments relating to the Series 2020 Bonds Outstanding, the Outstanding Series 2020 Bonds or any rights of the Trustee under the Indenture (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2020 Bonds Outstanding, to the proposed action if the District does not receive a written response from the Trustee within thirty (30) days following receipt by the Trustee of the written request for consent);

(ii) the District hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2020 Assessments relating to the Series 2020 Bonds Outstanding, the Series 2020 Bonds Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;

(iii) the District hereby agrees that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2020 Bonds Outstanding, to the proposed action if the District does not receive a written response from the Trustee within thirty (30) days following receipt by the Trustee of the written request for consent);

(iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the Series 2020 Assessments relating to the Series 2020 Bonds Outstanding would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Series 2020 Assessments relating the Series 2020 Bonds Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

(v) The District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceedings or take any other action in such Proceedings, which is adverse to Trustee's

enforcement or the District's claim and rights with respect to the Series 2020 Assessments relating to the Series 2020 Bonds Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Series 2020 Assessments pledged to the Series 2020 Bonds Outstanding, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

(c) Notwithstanding the provisions of the immediately preceding paragraphs, nothing in this Section shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for operation and maintenance Assessments, and the District shall be free to pursue such claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for operation and maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Series 2020 Assessments relating to the Series 2020 Bonds Outstanding whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (b)(iv) or (b)(v) above.

Section 608. Assignment of Collateral Assignment.

The District hereby assigns its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of the Series 2020 Bonds. Such assignment shall not be considered an assumption by the Trustee of any obligations thereunder.

Section 609. Third Party Beneficiaries. This Second Supplemental Indenture shall inure solely to the benefit of the District, the Trustee and the Holders from time to time of the Series 2020 Bonds, and shall create no rights in any other person or entity.

Section 610. Enforcement of True-Up Agreement and Completion Agreement. The District, either through its own actions, or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the Completion Agreement and the True-Up Agreement, and, upon the occurrence and continuance of a default under such agreements, the District covenants and agrees that the Trustee, at the written direction of the Majority Owners of the Series 2020 Bonds shall, subject to the Trustee's rights under Articles X and XI of the Master Indenture, act on behalf of, and in the District's stead, to enforce the provisions of such agreements and to pursue all available remedies under applicable law or in equity. Anything herein or in the Master Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the Completion Agreement and the True-Up Agreement upon demand of the Majority Owners of the Series 2020 Bonds, or the Trustee at the written direction of the Majority Owners of the Series 2020 Bonds, shall constitute an Event of Default under the Indenture without benefit of any period for cure.

IN WITNESS WHEREOF, EAST BONITA BEACH ROAD Community Development District has caused these presents to be signed in its name and on its behalf by its Vice Chairperson, and its official seal to be hereunto affixed and attested by its Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized signatory.

**EAST BONITA BEACH ROAD COMMUNITY DEVELOPMENT DISTRICT**

[SEAL]

By: \_\_\_\_\_  
Vice Chairperson, Board of Supervisors

ATTEST:

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

**U.S. BANK NATIONAL ASSOCIATION, as Trustee**

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

**EXHIBIT "A"**

Description of the Assessment Area Two Project

**PUBLIC IMPROVEMENTS CONSTITUTING ASSESSABLE  
IMPROVEMENTS WITHIN THE MEANING OF  
CHAPTER 190, FLORIDA STATUTES, AS DESCRIBED IN THE SUPPLEMENTAL  
ENGINEER'S REPORT PREPARED BY BANKS ENGINEERING DATED, \_\_\_\_\_,  
2020.**



**EXHIBIT "B"**

Form of the Series 2020 Bonds

See Attached

United States of America  
 State of Florida  
 EAST BONITA BEACH ROAD COMMUNITY DEVELOPMENT DISTRICT  
 SPECIAL ASSESSMENT REVENUE BOND, SERIES 2020  
 (ASSESSMENT AREA TWO)

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
_____%	November 1, ____	October 20, 2020	_____

Registered Owner: CEDE & CO.

Principal Amount: \_\_\_\_\_ MILLION \_\_\_\_\_ HUNDRED \_\_\_\_\_ THOUSAND AND NO/100 DOLLARS

THE EAST BONITA BEACH ROAD COMMUNITY DEVELOPMENT DISTRICT HAS ESTABLISHED A BOOK ENTRY SYSTEM OF REGISTRATION FOR THIS SERIES 2020 BOND. EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THE INDENTURE, CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), WILL BE THE REGISTERED OWNER AND WILL HOLD THIS SERIES 2020 BOND ON BEHALF OF EACH BENEFICIAL OWNER HEREOF. BY ACCEPTANCE OF A CONFIRMATION OF PURCHASE, DELIVERY OR TRANSFER, EACH BENEFICIAL OWNER OF THIS SERIES 2020 BOND SHALL BE DEEMED TO HAVE AGREED TO SUCH ARRANGEMENT. CEDE & CO., AS REGISTERED OWNER OF THIS SERIES 2020 BOND, MAY BE TREATED AS THE OWNER OF IT FOR ALL PURPOSES.

UNLESS THIS SERIES 2020 BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, WITH RESPECT TO ANY SERIES 2020 BOND REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

EAST BONITA BEACH ROAD COMMUNITY DEVELOPMENT DISTRICT, a community development district duly created and existing pursuant to Chapter 190, Florida Statutes (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the Registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Series 2020 Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture mentioned hereinafter) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or

provided for, or if no interest has been paid, from the Dated Date shown above, on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on May 1, 2021, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the Registered Owner hereof at the close of business on the regular record date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, or if such day is not a Business Day on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) and/or (b) of Section 10.02 of the Master Indenture, the payment of interest and principal or Redemption Price shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the Registered Owner of this Bond. Any payment of principal, or Redemption Price or interest shall be made only in accordance with standard DTC practices. Interest on this Bond will be computed on the basis of a 360-day year of twelve 30 day months.

This Bond is one of a duly authorized issue of bonds of the District designated "Special Assessment Revenue Bonds, Series 2020" (the "Series 2020 Bonds") issuable under and governed by the terms of a Master Trust Indenture, dated as of September 1, 2018 (the "Master Indenture"), between the District and U.S. Bank National Association as trustee (the "Trustee"), as supplemented by a Second Supplemental Trust Indenture, dated as of October 1, 2020 (the "Supplemental Indenture"), between the District and the Trustee (the Master Indenture as supplemented by the Supplemental Indenture is hereafter referred to as the "Indenture"). The Series 2020 Bonds are issued in an aggregate principal amount of \$\_\_\_\_\_ for the purposes of (i) financing a portion of the Cost of acquiring, constructing and equipping certain assessable improvements (the "Assessment Area Two Project"); (ii) paying certain costs associated with the issuance of the Series 2020 Bonds; (iii) paying a portion of the interest to accrue on the Series 2020 Bonds; and (iv) making a deposit into the 2020 Reserve Account for the benefit of all of the Series 2020 Bonds.

NEITHER THIS SERIES 2020 BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS SERIES 2020 BOND AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE SERIES 2020 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS

REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE SERIES 2020 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE 2020 PLEDGED REVENUES AND THE 2020 PLEDGED FUNDS PLEDGED TO THE SERIES 2020 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Series 2020 Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Series 2020 Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, East Bonita Beach Road Community Development District has caused this Series 2020 Bond to bear the signature of the Vice Chairperson of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary of its Board of Supervisors.

**EAST BONITA BEACH ROAD COMMUNITY DEVELOPMENT DISTRICT**

(SEAL)

By: \_\_\_\_\_  
Vice Chairperson, Board of Supervisors

ATTEST:

By: \_\_\_\_\_  
Secretary to Board of Supervisors

**CERTIFICATE OF AUTHENTICATION**

This Series 2020 Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Indenture.

**U.S. BANK NATIONAL ASSOCIATION,  
as Registrar**

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

\_\_\_\_\_  
Date of Authentication:

This Series 2020 Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the designated office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of 2020 Bonds, the collection, receipt and disposition of revenues and the funds charged with and pledged to the payment of the principal, and Redemption Price of, and the interest on, the Series 2020 Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of the 2020 Pledged Revenues (as defined in the Indenture), the terms and conditions under which the Series 2020 Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Registered Owners and Beneficial Owners of the Series 2020 Bonds, and, by the acceptance of this Series 2020 Bond, the Registered Owner and Beneficial Owners hereof assents to all of the provisions of the Indenture. Terms not otherwise defined herein shall have the meaning ascribed to them in the Indenture. The Series 2020 Bonds are equally and ratably secured by the 2020 Trust Estate, without preference or priority of one Series 2020 Bond over another.

The Series 2020 Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination"). This Series 2020 Bond is transferable by the Registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee as Bond Registrar (the "Bond Registrar"), upon surrender of this Series 2020 Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Series 2020 Bond or Series 2020 Bonds, in the same aggregate principal amount and of the same maturity as the Series 2020 Bond or Series 2020 Bonds transferred, will be issued to the transferee. At the designated corporate trust office of the Bond Registrar in the manner and subject to the limitations and conditions provided in the Indenture and without cost, except for any tax or other governmental charge, Series 2020 Bonds may be exchanged for an equal aggregate principal amount of Series 2020 Bonds of the same maturity and series, in Authorized Denominations and bearing interest at the same rate or rates.

The District has established a book-entry system of registration for the Series 2020 Bonds. Except as specifically provided otherwise in the Indenture, an agent will hold this Series 2020 Bond on behalf of the Beneficial Owner hereof. By acceptance of a confirmation of purchase, delivery or transfer, the Beneficial Owner of this Series 2020 Bond shall be deemed to have agreed to such arrangement.

#### Optional Redemption

The Series 2020 Bonds are subject to redemption at the option of the District prior to maturity, in whole or in part, on any date on or after November 1, \_\_\_\_\_ at the Redemption Price of 100% of the principal amount to be redeemed plus accrued interest to the Quarterly Redemption Date.

Mandatory Redemption

The Series 2020 Bonds maturing November 1, \_\_\_\_\_ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2020 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on November 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u>
	\$

\*

\*Maturity

The Series 2020 Bonds maturing November 1, \_\_\_\_\_ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2020 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on November 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u>
	\$

\*

\*Maturity

The Series 2020 Bonds maturing November 1, \_\_\_\_\_ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2020 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on November 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u>
	\$

\*

**\*Maturity**

The Series 2020 Bonds maturing November 1, \_\_\_\_ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2020 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on November 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u>
	\$

\*

**\*Maturity**

Any Series 2020 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2020 Bonds.

Upon redemption or purchase of the Series 2020 Bonds (other than redemption in accordance with scheduled Amortization Installments), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so that debt service on the Series 2020 Bonds is amortized in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2020 Bonds.



### Extraordinary Mandatory Redemption

The Series 2020 Bonds are subject to extraordinary mandatory redemption prior to scheduled maturity, in whole on any date or in part on any Quarterly Redemption Date, and if in part on a pro rata basis calculated by the District determined by the ratio of the Outstanding principal amount of each maturity of the Series 2020 Bonds treating for such purposes each Amortization Installment as a maturity divided by the aggregate principal amount of Outstanding Series 2020 Bonds and as otherwise provided in the Indenture, at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the Quarterly Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(i) On or after the Date of Completion of the Assessment Area Two Project by application of moneys transferred from the 2020 Acquisition and Construction Account to the 2020 Prepayment Account in accordance with the terms of the Indenture; or

(ii) Amounts are deposited into the 2020 Prepayment Account from the prepayment of Series 2020 Assessments and from amounts deposited into the 2020 Prepayment Subaccount from any other sources; or

(iii) When the amount on deposit in the 2020 Reserve Account, together with other moneys available therefor are sufficient to pay and redeem all the Series 2020 Bonds then Outstanding as provided in the Supplemental Indenture.

Except as otherwise provided in the Indenture, if less than all of the Series 2020 Bonds of a maturity subject to redemption shall be called for redemption, the particular such Series 2020 Bonds or portions of such Series 2020 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Notice of each redemption of Series 2020 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the Quarterly Redemption Date to each Registered Owner of Series 2020 Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2020 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2020 Bonds or such portions thereof on such date, interest on such Series 2020 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2020 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2020 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent.

The Owner of this Series 2020 Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Series 2020 Bond which remain unclaimed for three (3) years after the date when such Series 2020 Bond has become due and payable, either at its stated maturity date or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for three (3) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Series 2020 Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee funds or Defeasance Securities (as defined in the Indenture) sufficient to pay the principal or Redemption Price of any Series 2020 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of such Series 2020 Bonds as to the 2020 Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Series 2020 Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Series 2020 Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

**CERTIFICATE OF VALIDATION**

This Series 2020 Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court in and for Lee County, Florida, rendered on February 5, 2018.

**EAST BONITA BEACH ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Vice Chairperson, Board of Supervisors

[FORM OF ABBREVIATIONS FOR SERIES 2020 BONDS]

The following abbreviations, when used in the inscription on the face of the within Series 2020 Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM as tenants in common

TEN ENT as tenant by the entireties

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANS MIN ACT - \_\_\_\_\_ Custodian \_\_\_\_\_ under Uniform Transfers to Minors Act \_\_\_\_\_ (State)

Additional abbreviations may also be used though not in the above list.

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Series 2020 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney to transfer the said Series 2020 Bond on the books of the District, with full power of substitution in the premises.

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

Social Security Number of Employer

Identification Number of Transferee:

Signature guaranteed:

\_\_\_\_\_  
NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Series 2020 Bond in every particular without alteration or any change whatever.

\_\_\_\_\_  
NOTICE: Signatures (s) must be guaranteed by guarantor institution participating in the Securities Transfer Agents Medallion Program or such other guaranteed program acceptable to the Trustee.

## **EXHIBIT "C"**

### **REQUISITION FOR SERIES 2020 BONDS**

The undersigned, a Responsible Officer of East Bonita Beach Road Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of September 1, 2018 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of October 1, 2020 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number:
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee;
- (D) Amount Payable;
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments:
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

2020 Acquisition and Construction Account of the Acquisition and Construction Fund

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Assessment Area Two Project and each represents a Cost which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

On file with the District are originals or duplicate copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**EAST BONITA BEACH ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Responsible Officer

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

—

**CONSULTING ENGINEER'S APPROVAL OF ASSESSMENT ARE ONE PROJECT COSTS**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Assessment Area Two Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Assessment Area Two Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the Assessment Area Two Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the Assessment Area Two Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the Assessment Area Two Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the Assessment Area Two Project improvements being acquired by the District 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; (d) the plans and specifications for the Assessment Area Two Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the Assessment Area Two Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the Assessment Area Two Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the Assessment Area Two Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

\_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT D**

**EAST BONITA BEACH ROAD COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020**

**(Costs of Issuance)**

The undersigned, a Responsible Officer of the East Bonita Beach Road Community Development District (the "District"), hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank National Association as trustee (the "Trustee"), dated as of September 1, 2018, as supplemented by that certain Second Supplemental Trust Indenture dated as of October 1, 2020, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number:
- (B) Amount Payable
- (C) Purpose for which paid or incurred: Costs of Issuance
- (D) Fund or Account and subaccount, if any, from which disbursement to be made: 2020 Costs of Issuance Account of the Acquisition and Construction Fund

The undersigned hereby certifies that:

1. this requisition is for costs of issuance payable from the 2020 Costs of Issuance Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Series 2020 Costs of Issuance Account;
3. each disbursement set forth above was incurred in connection with the issuance of the Series 2020 Bonds; and
4. each disbursement represents a cost of issuance which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

**EAST BONITA BEACH ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

---

Responsible Officer



Exhibit B: Form of Bond Purchase Contract

\$ \_\_\_\_\_  
**EAST BONITA BEACH ROAD COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020  
(ASSESSMENT AREA TWO)**

**BOND PURCHASE CONTRACT**

**[Pricing Date]**

Board of Supervisors  
East Bonita Beach Road Community Development District  
Lee County, Florida

Dear Ladies and Gentlemen:

FMSbonds, Inc. (the “Underwriter”) offers to enter into this Bond Purchase Contract (the “Purchase Contract”) with the East Bonita Beach Road Community Development District (the “District”). The District is located entirely within the incorporated area of the City of Bonita Springs (the “City”) in Lee County, Florida (the “County”). This offer of the Underwriter shall, unless accepted by the District, acting through its Board of Supervisors (the “Board”), expire at 10:00 P.M. prevailing time within the jurisdiction of the District on the date hereof, unless previously withdrawn or extended in writing by the Underwriter. This Purchase Contract shall be binding upon the District and the Underwriter upon execution and delivery by each party hereto. Any capitalized word not defined herein shall have the meaning ascribed thereto in the Preliminary Limited Offering Memorandum (hereinafter defined). In conformance with Section 218.385, Florida Statutes, as amended, the Underwriter hereby delivers to the District the Disclosure and Truth-In-Bonding Statements attached hereto as Exhibit A.

**1. Purchase and Sale.** Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the District and the District hereby agrees to sell and deliver to the Underwriter all (but not less than all) of its \$\_\_\_\_\_ aggregate principal amount of East Bonita Beach Road Community Development District Special Assessment Revenue Bonds, Series 2020 (Assessment Area Two) (the “Series 2020 Bonds”). The Series 2020 Bonds shall be dated as of their date of delivery and shall mature on the dates, shall bear interest at the rates, and shall be subject to redemption prior to maturity, all as provided in the Limited Offering Memorandum and in Exhibit B attached hereto. The purchase price for the Series 2020 Bonds to be paid by the Underwriter shall be \$\_\_\_\_\_ (representing the aggregate principal amount of the Series 2020 Bonds, [plus/less] [net] original issue [premium/discount] of \$\_\_\_\_\_ and less an underwriting discount of \$\_\_\_\_\_). Such payment for and delivery of the Series 2020 Bonds and the other actions contemplated hereby to take place at the time of such payment and delivery being hereinafter referred to as the “Closing”.

**2. The Series 2020 Bonds.** The Series 2020 Bonds are to be issued by the District, a local unit of special-purpose government of the State of Florida (the “State”) created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as

amended, any successor statute thereto, the Florida Constitution, and other applicable provisions of law (the “Act”) and by Ordinance No. 08-02 duly enacted by the City Council of the City (the “City Council”) on February 20, 2008 and effective on March 21, 2008, as amended by Ordinance No. 16-02 duly enacted by the City Council on March 2, 2016 and effective on April 1, 2016 (collectively, the “Ordinance”). The Series 2020 Bonds are being issued by the District pursuant to the Act and secured pursuant to the provisions of a Master Trust Indenture dated as of September 1, 2018, as supplemented, with respect to the Series 2020 Bonds, by a Second Supplemental Trust Indenture dated as of \_\_\_\_\_ 1, 2020 (collectively, the “Indenture”), each by and between the District and U.S. Bank National Association, as trustee (the “Trustee”), and Resolution No. 2018-03 duly adopted by the Board on November 20, 2017 and Resolution No. 2020-\_\_ duly adopted by the Board on September 21, 2020 (collectively, the “Bond Resolution”). The Series 2020 Assessments comprising the 2020 Trust Estate have been levied by the District on the assessable lands within Assessment Area Two (as defined in the hereinafter defined Preliminary Limited Offering Memorandum) within the District pursuant to Resolution Nos. 2020-\_\_, 2020-\_\_, 2020-\_\_ and 2020-\_\_ adopted by the Board on \_\_\_\_\_, 2020, \_\_\_\_\_, 2020, \_\_\_\_\_, 2020 and \_\_\_\_\_, 2020, respectively (collectively, the “Assessment Resolution”).

**3. Limited Offering; Establishment of Issue Price.** (a) It shall be a condition to the District’s obligation to sell and to deliver the Series 2020 Bonds to the Underwriter, and to the Underwriter’s obligation to purchase, accept delivery of and pay for the Series 2020 Bonds, that the entire principal amount of the Series 2020 Bonds be issued, sold and delivered by the District and purchased, accepted and paid for by the Underwriter at the Closing and that the District and the Underwriter receive the opinions, documents and certificates described in Section 8(c) hereof.

(b) The Underwriter agrees to assist the District in establishing the issue price of the Series 2020 Bonds and shall execute and deliver to the District at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, in the form reasonably satisfactory to Bond Counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2020 Bonds.

(c) The District will treat the first price at which 10% of each maturity of the Series 2020 Bonds (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the District the price or prices at which it has sold to the public (as hereinafter defined) each maturity of the Series 2020 Bonds. For purposes of this Section, if Series 2020 Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2020 Bonds.

(d) The Underwriter acknowledges that sales of any Series 2020 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2020 Bonds to the public (each such term being used as defined below) shall not

constitute sales to the public for purposes of this Section 3. Further, for purposes of this Section 3:

(1) “public” means any person other than an underwriter or a related party,

(2) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public), and

(3) a purchaser of any of the Series 2020 Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

**4. Use of Documents.** Prior to the date hereof, the District has caused to be prepared and has provided to the Underwriter the Preliminary Limited Offering Memorandum, dated \_\_\_\_\_, 2020 (such Preliminary Limited Offering Memorandum, including the cover pages and all appendices thereto, and any amendments and supplements thereto that may be authorized by the District for use with respect to the Series 2020 Bonds being herein collectively called the “Preliminary Limited Offering Memorandum”) of the District, relating to the Series 2020 Bonds that the District has deemed final as of its date, except for certain permitted omissions (the “Permitted Omissions”), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission (“Rule 15c2-12” or the “Rule”) in connection with the limited offering of the Series 2020 Bonds. The Underwriter has reviewed the Preliminary Limited Offering Memorandum prior to the execution of this Purchase Contract. The District has, prior to the date hereof, authorized the use of the Preliminary Limited Offering Memorandum to be circulated and used by the Underwriter in connection with the limited offering of the Series 2020 Bonds. The District shall deliver, or cause to be delivered, at its expense, to the Underwriter within seven (7) business days after the date hereof but not later than the Closing Date (as defined below) and in sufficient time to allow the Underwriter to comply with the requirements of Rule 15c2-12 and all applicable securities laws and the rules of the Municipal Securities Rulemaking Board (the “MSRB”). The Preliminary Limited Offering Memorandum changed to reflect the final terms and provisions of the Series 2020 Bonds, together with such amendments and supplements as shall be authorized by the District for use with respect to the Series 2020 Bonds being herein

referred to as the “Limited Offering Memorandum”. The Preliminary Limited Offering Memorandum and the Limited Offering Memorandum are sometimes collectively referred to as the “Limited Offering Memoranda”. The Underwriter agrees to file the Limited Offering Memorandum with the MSRB not later than two (2) business days after the Closing Date. The District hereby ratifies the use of the Preliminary Limited Offering Memorandum and approves the circulation and use of the Limited Offering Memorandum by the Underwriter.

**5. Definitions.** For purposes hereof, this Purchase Contract, the Indenture, the Continuing Disclosure Agreement to be dated as of the Closing Date, by and among the District, Forestar (USA) Real Estate Group Inc., a Delaware corporation (the “Developer”), [D.R. Horton, Inc., a Delaware corporation (“Horton”)] and Wrathell, Hunt and Associates, LLC, as dissemination agent, in substantially the form attached to the Limited Offering Memorandum as Appendix D thereto (the “Disclosure Agreement”), the Agreement by and between the District and the Developer Regarding the Completion of Certain Improvements dated as of the Closing Date (the “Completion Agreement”), the Collateral Assignment and Assumption of Development and Contract Rights to be dated as of the Closing Date in recordable form by and between the District and the Developer (the “Collateral Assignment”), the Agreement by and between the District and the Developer Regarding the Acquisition of Certain Work Product, Improvements and Real Property – Series 2020 Bonds dated as of the Closing Date (the “Acquisition Agreement”), the Agreement between the District and Developer Regarding the True-Up and Payment of Series 2020 Assessments to be dated as of the Closing Date and in recordable form (the “True-Up Agreement”), the Declaration of Consent to Jurisdiction of East Bonita Beach Road Community Development District and Imposition of Special Assessments in recordable form by the Developer [and Horton] (the “Declaration”) and the DTC Blanket Issuer Letter of Representations entered into by the District, are referred to herein collectively as the “Financing Documents.” [Confirm]

**6. Representations, Warranties and Agreements.** The District hereby represents, warrants and agrees as follows:

(a) The Board is the governing body of the District and the District is and will be on the Closing Date duly organized and validly existing as a unit of special-purpose government created pursuant to the Constitution and laws of the State, including without limitation, the Act;

(b) The District has full legal right, power and authority to: (i) adopt the Bond Resolution and the Assessment Resolution; (ii) enter into the Financing Documents to which it is a party; (iii) sell, issue and deliver the Series 2020 Bonds to the Underwriter as provided herein; (iv) apply the proceeds of the sale of the Series 2020 Bonds for the purposes described in the Limited Offering Memoranda; (v) acknowledge and authorize the use of the Limited Offering Memoranda and the execution of the Limited Offering Memorandum; and (vi) carry out and consummate the transactions contemplated by the Bond Resolution, the Assessment Resolution, the Financing Documents, and the Limited Offering Memoranda, including but not limited to entering into the collection agreements with the Lee County Tax Collector and Property Appraiser, if required, to provide for the collection of the Series 2020 Assessments using the Uniform Method of collection in accordance with the Indenture. The District has complied, and on the Closing Date will

be in compliance in all material respects, with the terms of the Act and with the obligations on its part contained in the Bond Resolution, the Assessment Resolution, the Financing Documents to which it is a party and the Series 2020 Bonds;

(c) At meetings of the Board that were duly called and noticed and at which a quorum was present and acting throughout, the Board duly adopted the Bond Resolution and the Assessment Resolution, and the same are in full force and effect and have not been supplemented, amended, modified or repealed, except as set forth therein. By all necessary official Board action, the District has duly authorized and approved the use and delivery of the Limited Offering Memoranda and the execution and delivery of the Financing Documents, the Series 2020 Bonds and the Limited Offering Memorandum, has duly authorized and approved the performance by the District of the obligations on its part contained in the Financing Documents and the Series 2020 Bonds and the consummation by it of all other transactions contemplated by this Purchase Contract and the Preliminary Limited Offering Memorandum in connection with the issuance of the Series 2020 Bonds. Upon execution and delivery by the District and the Trustee (and assuming the due authorization, execution and delivery of the Indenture by the Trustee), the Indenture will constitute a legal, valid and binding obligation of the District, enforceable in accordance with its terms, subject only to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law). Upon execution by the District and the other parties thereto (and assuming the due authorization, execution and delivery of such agreements by the other parties thereto) the Financing Documents will constitute the legal, valid and binding obligations of the District, enforceable in accordance with their respective terms; subject only to applicable bankruptcy, insolvency and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

(d) The District is not in material breach of or material default under any applicable provision of the Act or any applicable constitutional provision or statute or, to the best of its knowledge, administrative regulation of the State or the United States of America or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement, or other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of its knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or material event of default under any such instrument; and the execution and delivery of the Series 2020 Bonds, the Financing Documents and the Limited Offering Memorandum, the delivery of the Preliminary Limited Offering Memorandum and the adoption of the Bond Resolution and the Assessment Resolution, and compliance with the provisions on the District's part contained therein, will not conflict with or constitute a material breach of or material default under any applicable constitutional provision, or law, or, to the best of its knowledge, any administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of

any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as provided by the Assessment Resolution, the Series 2020 Bonds and the Indenture. To the best of its knowledge, no event has occurred which, with the lapse of time or the giving of notice, or both, would constitute a default or an event of default under the Series 2020 Bonds or the Financing Documents;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization by, or which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due performance by the District of its obligations, to issue the Series 2020 Bonds, or under the Series 2020 Bonds, the Bond Resolution, the Assessment Resolution or the Financing Documents have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Series 2020 Bonds (as to which no representations or warranties are made);

(f) The descriptions of the Series 2020 Bonds, the Financing Documents and the Assessment Area Two Project to the extent referred to in the Limited Offering Memoranda, conform in all material respects to the Series 2020 Bonds, the Financing Documents and the Assessment Area Two Project, respectively;

(g) The Series 2020 Bonds, when issued, executed and delivered in accordance with the Indenture and when delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Purchase Contract, will be validly issued and outstanding obligations of the District entitled to the benefits of the Indenture and upon such issuance, execution and delivery of the Series 2020 Bonds, the Indenture will provide for the benefit of the holders from time to time of the Series 2020 Bonds, a legally valid and binding pledge of and first lien on the 2020 Trust Estate. On the Closing Date, all conditions precedent to the issuance of the Series 2020 Bonds set forth in the Indenture will have been complied with or fulfilled;

(h) As of the date hereof, there is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to its best knowledge, threatened against the District: (i) contesting the corporate existence or powers of the Board or the titles of the respective officers of the Board to their respective offices; (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2020 Bonds or the application of the proceeds of the sale thereof for the purposes described in the Limited Offering Memoranda or the collection of Series 2020 Assessments or the pledge of and lien on the 2020 Trust Estate, pursuant to the Indenture; (iii) contesting or affecting specifically as to the District the validity or enforceability of the Act or any action of the District in any respect relating to the authorization for the issuance of the Series 2020 Bonds, or the authorization of the Assessment Area Two Project, the Bond Resolution, the Assessment Resolution, the Financing Documents to which the District is a party, or the application of the proceeds of the Series 2020 Bonds for the purposes set forth in the

Limited Offering Memoranda; (iv) contesting the federal tax status of the Series 2020 Bonds; or (v) contesting the completeness or accuracy of the Limited Offering Memoranda or any supplement or amendment thereto;

(i) To the extent applicable, the District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to: (i) qualify the Series 2020 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; and (ii) determine the eligibility of the Series 2020 Bonds for investment under the laws of such states and other jurisdictions, and the District will use its best efforts to continue such qualifications in effect so long as required for the initial limited offering and distribution of the Series 2020 Bonds; *provided, however*, that in no event shall the District be required to submit to the jurisdiction of any other state or states and the District shall not be required to execute a general or special consent to service of process or to qualify to do business in connection with any such qualification or determination in any jurisdiction or register as a broker/dealer; and, *provided further*, that the District shall not be required to pay any fees, to register as a dealer or broker in any jurisdiction or to comply with any other requirements reasonably deemed by it to be unduly burdensome;

(j) As of its date (unless an event occurs of the nature described in paragraph (1) of this Section 6) and at all times subsequent thereto, up to and including the Closing Date, the statements and information contained in the Preliminary Limited Offering Memorandum (other than “Permitted Omissions”) and in the Limited Offering Memorandum are and will be accurate in all material respects for the purposes for which their use is authorized and do not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memoranda under the captions “DESCRIPTION OF THE SERIES 2020 BONDS – Book-Entry Only System,” “THE DEVELOPMENT,” “THE DEVELOPER,” “TAX MATTERS,” “LITIGATION – The Developer [and Horton]” and “UNDERWRITING”;

(k) If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (1) of this Section 6, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Date, the Limited Offering Memorandum as so supplemented or amended will be accurate in all material respects for the purposes for which their use is authorized and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memoranda under the captions “DESCRIPTION OF THE SERIES 2020 BONDS – Book-Entry Only System,” “THE DEVELOPMENT,” “THE DEVELOPER,” “TAX MATTERS,” “LITIGATION – The Developer [and Horton]” and “UNDERWRITING”;



(l) If between the date of this Purchase Contract and the earlier of (i) a date that is ninety (90) days from the end of the “Underwriting Period” as defined in Rule 15c2-12, or (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB’s Electronic Municipal Market Access System (but in no event less than twenty-five (25) days following the end of the Underwriting Period), any event shall occur, of which the District has actual knowledge, which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the District shall notify the Underwriter thereof, and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the District will at its expense supplement or amend the Limited Offering Memorandum in a form and in a manner approved by the Underwriter. The end of the Underwriting Period shall be the next business day after the Closing Date;

(m) Since its inception, there has been no material adverse change in the properties, businesses, results of operations, prospects, management or financial or other condition of the District, except as disclosed in the Limited Offering Memoranda, and the District has not incurred liabilities that would materially adversely affect its ability to discharge its obligations under the Bond Resolution, the Assessment Resolution, the Series 2020 Bonds or the Financing Documents, direct or contingent, other than as set forth in or contemplated by the Limited Offering Memoranda;

(n) The District is not now in default and has not been in default at any time after December 31, 1975 in the payment of the principal of or the interest on any governmental security issued or guaranteed by it which would require the disclosure pursuant to Section 517.051, Florida Statutes or Rule 3E- 400.003 of the Florida Department of Financial Services;

(o) The District has not been notified of any listing or the proposed listing of the District by the Internal Revenue Service as an issuer whose arbitrage certifications may not be relied upon;

(p) The District has been in material compliance with its prior continuing disclosure undertakings entered into pursuant to the Rule over the past five years and it will continue to comply with such continuing disclosure undertakings at all times in the future;

(q) Any certificate signed by any official of the District and delivered to the Underwriter in connection with the Closing will be deemed to be a representation by the District to the Underwriter as to the statements made therein; and

(r) From the date of this Purchase Contract through the Closing Date, the District will not issue any bonds (other than the Series 2020 Bonds), notes or other obligations payable from the 2020 Trust Estate.

7. **Closing.** At 10:00 a.m. prevailing time on [Closing Date] (the “Closing Date”) or at such later time as may be mutually agreed upon by the District and the Underwriter, the District will, subject to the terms and conditions hereof, deliver or caused to be delivered, to the Underwriter, the Series 2020 Bonds in book-entry-only form, duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Series 2020 Bonds as set forth in Section 1 hereof, in federal or other immediately available funds to the order of the District. Delivery of the Series 2020 Bonds as aforesaid shall be made pursuant to the FAST system of delivery of The Depository Trust Company, New York, New York, or at such other place as may be mutually agreed upon by the District and the Underwriter. The Series 2020 Bonds shall be typewritten, shall be prepared and delivered as fully registered bonds in book-entry-only form, with one bond for each maturity, registered in the name of Cede & Co. and shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection and packaging, unless otherwise agreed by the District and the Underwriter.

8. **Closing Conditions.** The Underwriter has entered into this Purchase Contract in reliance upon the representations, warranties and agreements of the District contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered on the Closing Date and upon the performance by the District of its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter’s obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Series 2020 Bonds are conditioned upon the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing Date, and are also subject to the following additional conditions:

(a) The representations and warranties of the District contained herein shall be true, complete and correct, on the date hereof and on and as of the Closing Date, as if made on the Closing Date;

(b) At the time of the Closing, the Bond Resolution, the Assessment Resolution, the Series 2020 Bonds and the Financing Documents shall each be in full force and effect in accordance with their respective terms and the Bond Resolution, the Assessment Resolution, the Financing Documents and the Limited Offering Memoranda shall not have been supplemented, amended, modified or repealed, except in any such case as may have been agreed to by the Underwriter as evidenced by receipt of, and payment for, the Series 2020 Bonds;

(c) At or prior to the Closing Date, the Underwriter and the District shall have received each of the following:

(1) The Limited Offering Memorandum and each supplement or amendment, if any, thereto, executed on behalf of the District by the Chairperson of the Board or such other authorized member of the Board;

(2) A copy of each of the Bond Resolution and the Assessment Resolution certified by the Secretary or an Assistant Secretary of the Board under

seal as having been duly adopted by the Board of the District and as being in full force and effect;

(3) An executed copy of each of the Financing Documents in form and substance acceptable to the Underwriter and its counsel;

(4) The opinion, dated as of the Closing Date and addressed to the District, of Akerman LLP, Bond Counsel, in the substantially form included in the Preliminary Limited Offering Memorandum as Appendix C, together with a letter of such counsel, dated as of the Closing Date and addressed to the Underwriter and Trustee, to the effect that the foregoing opinion addressed to the District may be relied upon by the Underwriter and Trustee to the same extent as if such opinion were addressed to them;

(5) The supplemental opinion, dated as of the Closing Date and addressed to the District and the Underwriter, of Akerman LLP, Bond Counsel, in the form annexed as Exhibit C hereto;

(6) The opinion, dated as of the Closing Date and addressed to the District, the Trustee and the Underwriter, of Hopping Green & Sams, P.A., counsel to the District, in substantially the form annexed as Exhibit D hereto;

(7) An opinion, dated as of the Closing Date and addressed to the Underwriter, of Squire Patton Boggs (US) LLP, Counsel to the Underwriter, in form and substance satisfactory to the Underwriter;

(8) An opinion, dated as of the Closing Date and addressed to the Underwriter, the District and Bond Counsel, of counsel to the Trustee, in form and substance acceptable to Bond Counsel, the Underwriter, Underwriter's Counsel and the District;

(9) A customary authorization and incumbency certificate, dated as of the Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter and Underwriter's counsel;

(10) **Certificate[s]** of the Developer [and Horton], [each] dated as of the Closing Date, in substantially the form[s] annexed as Exhibit E[-1] and Exhibit E-2] hereto, [respectively,] and an opinion of the firm serving as counsel to the Developer [and Horton], dated as of the Closing Date, in the form annexed as Exhibit F hereto;

(11) A copy of the Ordinance;

(12) A certificate, dated as of the Closing Date, signed by the Chairperson or Vice-Chairperson and the Secretary or an Assistant Secretary of the Board, setting forth that: (i) each of the representations of the District contained herein was true and accurate in all material respects on the date when made, has been true and accurate in all material respects at all times since, and

continues to be true and accurate in all material respects on the Closing Date as if made on such date; (ii) the District has performed all of its obligations to be performed hereunder as of the Closing Date; (iii) the District has never been in default as to principal or interest with respect to any obligation issued or guaranteed by the District; (iv) the District agrees to take all reasonable action necessary to use the Uniform Method as the means of collecting the Series 2020 Assessments as described in the Indenture; and (v) the Limited Offering Memoranda (other than the information under the captions “DESCRIPTION OF THE SERIES 2020 BONDS – Book-Entry Only System,” “THE DEVELOPMENT,” “THE DEVELOPER,” “TAX MATTERS,” “LITIGATION – The Developer [and Horton]” and “UNDERWRITING”, as to which no view need be expressed) as of their respective dates, and as of the date hereof, do not contain any untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Limited Offering Memoranda is to be used, or which is necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;

(13) A customary signature and no litigation certificate, dated as of the Closing Date, signed on behalf of the District by the Chairperson or Vice-Chairperson and Secretary or an Assistant Secretary of the Board in form and substance acceptable to the Underwriter and Underwriter’s Counsel;

(14) Evidence of compliance by the District with the requirements of Section 189.051, Florida Statutes;

(15) Executed copies of the District’s certification as to arbitrage and other matters relative to the tax status of the Series 2020 Bonds under Section 148 of the Internal Revenue Code of 1986, as amended, and a copy of the District’s Post Issuance Policies and Procedures;

(16) Executed copy of Internal Revenue Service Form 8038-G relating to the Series 2020 Bonds;

(17) A certificate of the District’s consulting engineer, dated as of the Closing Date, in substantially the form annexed as Exhibit G hereto or otherwise in form and substance acceptable to Underwriter and Underwriter’s Counsel;

(18) A certificate of the district manager and methodology consultant in substantially the form annexed as Exhibit H hereto or otherwise in form and substance acceptable to Underwriter and Underwriter’s Counsel;

(19) A copy of the Master Special Assessment Methodology Report dated January 9, 2018 relating to the Series 2020 Bonds, as amended and supplemented from time to time;

(20) A copy of the Engineer’s Report for the East Bonita Beach Road Community Development District dated \_\_\_\_\_, 2020;

(21) Such additional documents as may be required by the Indenture to be delivered as a condition precedent to the issuance of the Series 2020 Bonds;

(22) Evidence of compliance by the District with the requirements of Section 215.84, Florida Statutes;

(23) A certified copy of the final judgment of the Circuit Court of the Twentieth Judicial Circuit of Florida, in and for Lee County, Florida, validating the Series 2020 Bonds and certificate of no-appeal;

(24) A certificate of the District whereby the District has deemed the Preliminary Limited Offering Memorandum final as of its date, except for Permitted Omissions, as contemplated by Rule 15c2-12 in connection with the limited offering of the Series 2020 Bonds;

(25) Acknowledgments in recordable form by any mortgage holder as to the superior lien of the Series 2020 Assessments;

(26) A Declaration of Consent to Jurisdiction of the District and Imposition of Special Assessments executed and delivered by the Developer and any other entity owning any land in the District as of the Closing Date with respect to all real property owned by such entity(ies) within the District which is subject to the Series 2020 Assessments in recordable form and otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel and counsel to the District;

(27) Good standing certificate[s] of the Developer [and Horton] from the Secretary of Secretary of the State of Delaware; and

(28) Such additional legal opinions, certificates, instruments and other documents as the Underwriter, Underwriter's Counsel, Bond Counsel or counsel to the District may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the District's representations and warranties contained herein and of the statements and information contained in the Limited Offering Memoranda and the due performance or satisfaction by the District, the Developer on or prior to the Closing of all the agreements then to be performed and conditions then to be satisfied by each.

If the District or the Developer shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Series 2020 Bonds contained in this Purchase Contract (unless waived by the Underwriter in its sole discretion), or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Series 2020 Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the District shall be under any further obligation hereunder, except that the respective obligations of the District and the Underwriter set forth in Section 10 hereof shall continue in full force and effect.

**9. Termination.** The Underwriter shall have the right to terminate its obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Series 2020 Bonds, by notifying the District in writing of its election to do so if, after the execution hereof and prior to the Closing: (i) legislation shall have been introduced in or enacted by the Congress of the United States or enacted by the State, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairperson or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed for consideration by either such committee, by any member thereof, or legislation shall have been favorably reported for passage to either House of Congress of the United States by a committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or the State, including the Tax Court of the United States, or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States, or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the District or by any similar body, or upon interest on obligations of the general character of the Series 2020 Bonds, which may have the purpose or effect, directly or indirectly, of materially and adversely affecting the tax status of the District, its property or income, its securities (including the Series 2020 Bonds) or the interest thereon, or any tax exemption granted or authorized by the State or, which in the reasonable opinion of the Underwriter, affects materially and adversely the market for the Series 2020 Bonds, or the market price generally of obligations of the general character of the Series 2020 Bonds; (ii) the District or the Developer has, without the prior written consent of the Underwriter, offered or issued any bonds, notes or other obligations for borrowed money, or incurred any material liabilities, direct or contingent, or there has been an adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District or the Developer, other than in the ordinary course of their respective business; (iii) any event shall have occurred or shall exist which, in the reasonable opinion of the Underwriter, would or might cause the information contained in the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (iv) the District fails to adopt the Assessment Resolution or fails to perform any action to be performed by it in connection with the levy of the Series 2020 Assessments.

**10. Expenses.** (a) The District agrees to pay from the proceeds of the Series 2020 Bonds, and the Underwriter shall not be obligated to pay, any expenses incident to the performance of the District's obligations hereunder, including, but not limited to: (i) the cost of the preparation and distribution of the Indenture; (ii) the cost of the preparation and printing (if applicable) of the Limited Offering Memoranda and any supplements thereto, together with a reasonable number of copies which the Underwriter may request; (iii) the cost of registering the Series 2020 Bonds in the name of Cede & Co., as nominee of DTC, which will act as securities depository for such Series 2020 Bonds; (iv) the fees and disbursements of counsel to the District,

the District Manager, Bond Counsel, counsel to the Underwriter, the District's methodology consultant, the District dissemination agent, the Consulting Engineer, the Trustee, Trustee's Counsel and any other experts or consultants retained by the District; and (v) the cost of recording in the Official Records of the County any Financing Documents or other documents or certificates that are required to be recorded pursuant to the terms of this Purchase Contract. It is anticipated that such expenses shall be paid from the proceeds of the Series 2020 Bonds. The District shall record all documents required to be provided in recordable form hereunder within five business days after the Closing Date, which obligation shall survive the Closing.

(b) The Underwriter agrees to pay all advertising expenses in connection with the Series 2020 Bonds, if any.

**11. No Advisory or Fiduciary Role.** The District acknowledges and agrees that (i) the purchase and sale of the Series 2020 Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), agent or fiduciary of the District, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has provided other services or is currently providing other services to the District on other matters) or any other obligation of the District, and the Underwriter has no obligation to the District with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, (iv) the District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the offering of the Series 2020 Bonds, (v) the Underwriter has financial and other interests that differ from those of the District and (vi) the Underwriter has provided to the District prior disclosures under Rule G-17 of the MSRB, which have been received by the District.

**12. Notices.** Any notice or other communication to be given to the District under this Purchase Contract may be given by delivering the same in writing to the District Manager at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attention: Michal Szymonowicz and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to FMSbonds, Inc., 20660 W. Dixie Highway, North Miami Beach, Florida 33180, Attention: Jon Kessler.

**13. Parties in Interest; Survival of Representations.** This Purchase Contract is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter) and no other person or party shall acquire or have any right hereunder or by virtue hereof. The representations, warranties and agreements contained in this Purchase Contract shall remain operative and in full force and effect and survive the closing on the Series 2020 Bonds, regardless of: (i) any investigations made by or on behalf of the Underwriter and (ii) delivery of and payment for the Series 2020 Bonds pursuant to this Purchase Contract.

**14. Effectiveness.** This Purchase Contract shall become effective upon the execution by the appropriate officials of the District and shall be valid and enforceable at the time of such acceptance. To the extent of any conflict between the provisions of this Purchase Contract and any prior contract between the parties hereto, the provisions of this Purchase Contract shall govern.

**15. Headings.** The headings of the sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.

**16. Amendment.** No modification, alteration or amendment to this Purchase Contract shall be binding upon any party until such modification, alteration or amendment is reduced to writing and executed by all parties hereto.

**17. Governing Law.** This Purchase Contract shall be governed and construed in accordance with the laws of the State.

**18. Counterparts; Facsimile.** This Purchase Contract may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were signatures upon the same instrument. Facsimile and pdf signatures shall be deemed originals.

[Signature Page to Follow]



Very truly yours,

**FMSBONDS, INC.**

By: \_\_\_\_\_  
Theodore A. Swinarski  
Senior Vice President – Trading

Accepted and agreed to this  
\_\_\_\_\_ day of \_\_\_\_\_, 2020.

**EAST BONITA BEACH ROAD  
COMMUNITY DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
J. Wayne Everett  
Chairperson, Board of Supervisors

**EXHIBIT A**

**DISCLOSURE AND TRUTH-IN-BONDING STATEMENT**

[Pricing Date]

Board of Supervisors  
East Bonita Beach Road Community Development District  
Lee County, Florida

Re: \$\_\_\_\_\_ East Bonita Beach Road Community Development District Special  
Assessment Revenue Bonds, Series 2020 (Assessment Area Two) (the “Bonds”)

Dear Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the Bonds, FMSbonds, Inc. (the “Underwriter”) pursuant to a Bond Purchase Contract dated [Pricing Date] (the “Purchase Contract”), between the Underwriter and East Bonita Beach Road Community Development District (the “District”), furnishes the following information in connection with the limited offering and sale of the Bonds:

1. The total underwriting discount paid to the Underwriter pursuant to the Purchase Contract for the Bonds is approximately \$\_\_\_\_\_ per \$1,000.00 or \$\_\_\_\_\_.
2. The names, addresses and estimated amounts of compensation of any person who is not regularly employed by, or not a partner or officer of, the Underwriter, bank, banker, or financial consultant or advisor and who enters into an understanding with either the District or the Underwriter, or both, for any paid or promised compensation or valuable consideration directly, expressly or impliedly, to act solely as an intermediary between the District and the Underwriter for the purposes of influencing any transaction in the purchase of the Bonds are: None.
3. The nature and estimated amounts of expenses to be incurred by the Underwriter in connection with the issuance of the Bonds are set forth in Schedule I attached hereto.
4. The management fee charged by the Underwriter is: \$0/\$1,000 or \$0.
5. Any other fee, bonus or other compensation estimated to be paid by the Underwriter in connection with the Bonds to any person not regularly employed or retained by the Underwriter in connection with the Bonds is as follows: None. Squire Patton Boggs (US) LLP has been retained as counsel to the Underwriter and will be compensated by the District.

Pursuant to the provisions of Sections 218.385(2) and (3), Florida Statutes, as amended, the following truth-in-bonding statements are made with respect to the Bonds.

The District is proposing to issue \$\_\_\_\_\_ aggregate amount of the Bonds for the purpose of providing moneys, to: (i) finance the cost of acquisition, construction, installation and equipping of the Assessment Area Two Project (as defined in the Preliminary Limited Offering Memorandum); (ii) fund the 2020 Reserve Account in an amount equal to the 2020 Reserve Account Requirement, (iii) [make a deposit to the 2020 Interest Account to pay interest on the Series 2020 Bonds through November 1, 2020 and (iv)] pay the costs of issuance of the Bonds. This debt or obligation is expected to be repaid over a period of approximately \_\_\_\_\_ years and \_\_\_\_\_ months. At a true interest cost of approximately \_\_\_\_\_% for the Bonds, total interest paid over the life of the Bonds will be \$\_\_\_\_\_.

The source of repayment for the Bonds are the Series 2020 Assessments imposed and collected by the District. Based solely upon the assumptions set forth in the paragraph above, the issuance of the Bonds will result in approximately \$\_\_\_\_\_ (representing the average annual debt service payments due on the Bonds) of the District's special assessment revenues not being available to the District on an annual basis to finance other capital projects of the District; provided however, that in the event that the Bonds were not issued, the District would not be entitled to impose and collect the Series 2020 Assessments in the amount of the principal of and interest to be paid on the Bonds.

[Remainder of Page Intentionally Left Blank]

The name and address of the Underwriter is:

FMSbonds, Inc.  
20660 W. Dixie Highway  
North Miami Beach, Florida 33180

Sincerely,

FMSBONDS, INC.

By: \_\_\_\_\_  
Theodore A. Swinarski  
Senior Vice President – Trading

**SCHEDULE I**

<u>Expense</u>	<u>Amount</u>
DALCOMP	\$
CUSIP	
DTC	
FINRA/SIPC	
MSRB	
Travel/Calls	
DALCOMP Wire	_____
TOTAL:	<u>\$</u> _____

**EXHIBIT B**

**TERMS OF SERIES 2020 BONDS**

A. **Purchase Price for Bonds:** \$\_\_\_\_\_ (representing the \$\_\_\_\_\_ aggregate principal amount of the Bonds, [plus/less] [net] original issue [premium/discount] of \$\_\_\_\_\_, less an underwriter's discount of \$\_\_\_\_\_).

B. **Principal Amounts, Maturity Dates, Interest Rates and Prices:**

<u>Principal Amount</u>	<u>Maturity Date</u> (November 1)	<u>Interest Rate</u>	<u>Price</u>
\$		%	

\*

\_\_\_\_\_  
\*Term Bond.

[The Underwriter represents that it has sold at least 10% of each maturity of the Series 2020 Bonds at the offering prices set forth above as of the sale date.]

C. **Redemption Provisions:**

Optional Redemption. The Series 2020 Bonds are subject to redemption at the option of the District prior to maturity, in whole or in part, on any date on or after \_\_\_\_\_ 1, 20\_\_ at the Redemption Price of 100% of the principal amount to be redeemed plus accrued interest to the Quarterly Redemption Date.

Mandatory Redemption. The Series 2020 Bonds maturing \_\_\_\_\_ 1, 20\_\_ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2020 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the Quarterly Redemption Date, on \_\_\_\_\_ 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization</u> <u>Installment</u>
	\$

\*

\_\_\_\_\_  
\*Maturity

The Series 2020 Bonds maturing \_\_\_\_\_ 1, 20\_\_ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2020 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the Quarterly Redemption Date, on \_\_\_\_\_ 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u>
	\$

\*

---

\*Maturity

The Series 2020 Bonds maturing \_\_\_\_\_ 1, 20\_\_ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2020 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the Quarterly Redemption Date, on \_\_\_\_\_ 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u>
	\$

\*

---

\*Maturity

Any Series 2020 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2020 Bonds.

Upon redemption or purchase of the Series 2020 Bonds (other than redemption in accordance with scheduled Amortization Installments), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so that debt service on the Series 2020 Bonds is amortized in substantially equal annual installments of principal and

interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2020 Bonds.

Extraordinary Mandatory Redemption. The Series 2020 Bonds are subject to extraordinary mandatory redemption prior to scheduled maturity, in whole on any date or in part on any Quarterly Redemption Date, and if in part on a pro rata basis calculated by the District determined by the ratio of the Outstanding principal amount of each maturity of the Series 2020 Bonds treating for such purposes each Amortization Installment as a maturity divided by the aggregate principal amount of Outstanding Series 2020 Bonds and as otherwise provided in the Indenture, at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the Quarterly Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(i) On or after the Completion Date of the Assessment Area Two Project by application of moneys transferred from the 2020 Acquisition and Construction Account to the 2020 Prepayment Account in accordance with the terms of the Indenture; or

(ii) Amounts are deposited into the 2020 Prepayment Account from the prepayment of Series 2020 Assessments and from amounts deposited into the 2020 Prepayment Account from any other sources; or

(iii) When the amount on deposit in the 2020 Reserve Account, together with other moneys available therefor are sufficient to pay and redeem all the Series 2020 Bonds then Outstanding as provided in the Second Supplemental Indenture.

Except as otherwise provided in the Indenture, if less than all of the Series 2020 Bonds of a maturity subject to redemption shall be called for redemption, the particular such Series 2020 Bonds or portions of such Series 2020 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.



**EXHIBIT C**

**BOND COUNSEL’S SUPPLEMENTAL OPINION**

[Closing Date]

East Bonita Beach Road Community Development District  
Lee County, Florida

FMSbonds, Inc.  
North Miami Beach, Florida

Re: \$ \_\_\_\_\_ East Bonita Beach Road Community Development District Special  
Assessment Revenue Bonds, Series 2020 (Assessment Area Two)

Ladies and Gentlemen:

We have acted as Bond Counsel to the East Bonita Beach Road Community Development District (the “District”), a community development district established and existing pursuant to Chapter 190 of the Florida Statutes, as amended (the “Act”), in connection with the issuance by the District of its \$ \_\_\_\_\_ original aggregate principal amount of East Bonita Beach Road Community Development District Special Assessment Revenue Bonds, Series 2020 (the “Bonds”). In such capacity, we have rendered our final approving opinion (the “Opinion”) of even date herewith relating to the Bonds. The Bonds are secured pursuant to that certain Master Trust Indenture, dated September 1, 2018, as supplemented and amended by that certain Second Supplemental Trust Indenture, dated as of \_\_\_\_\_ 1, 2020 by and between the District and U.S. Bank National Association, as trustee (the “Trustee”).

In connection with the rendering of the Opinion, we have reviewed records of the acts taken by the District in connection with the authorization, sale and issuance of the Bonds, were present at various meetings and participated in various discussions in connection therewith and have reviewed such other documents, records and other instruments as we deem necessary to deliver this opinion.

The District has entered into a Bond Purchase Contract dated [Pricing Date] (the “Purchase Contract”), for the purchase of the Bonds. Capitalized words used, but not defined, herein shall have the meanings ascribed thereto in the Purchase Contract.

Based upon the forgoing, we are of the opinion that:

1. The sale of the Bonds by the District is not subject to the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”), pursuant to the exemption provided in Section 3(a)(2) of the Securities Act.
2. The Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

3. The information in the Limited Offering Memoranda under the captions “INTRODUCTION”, “DESCRIPTION OF THE SERIES 2020 BONDS,” “SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS” (except for the information under the subcaptions “Assessment Methodology/Projected Level of District Assessments,” “Completion Agreement,” “True-Up Agreement,” “Collateral Assignment and Assumption of Development and Contract Rights,” and the first paragraph under “Prepayment of Special Assessments”) and “APPENDIX B – COPY OF MASTER TRUST INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL TRUST INDENTURE” insofar as such statements constitute descriptions of the Bonds or the Indenture, are accurate as to the matters set forth or documents described therein and the information under the captions “AGREEMENT BY THE STATE” and “TAX MATTERS” insofar as such information purports to describe or summarize certain provisions of the laws of the State of Florida (the “State”) and the provisions of the Internal Revenue Code of 1986, as amended (the “Code”) are fair and accurate summaries.

This letter is furnished by us as Bond Counsel. No attorney-client relationship has existed or exists between our firm and FMSbonds, Inc. (the “Underwriter”) in connection with the Bonds or by virtue of this letter. This letter is delivered to the Underwriter solely for its benefit as Underwriter and may not be used, circulated, quoted or otherwise referred to or relied upon by the Underwriter for any other purpose or by any other person other than the addressees hereto. This letter is not intended to, and may not be, relied upon by holders of the Bonds.

Very truly yours,

**EXHIBIT D**

**OPINION OF DISTRICT COUNSEL**

[Closing Date]

East Bonita Beach Road Community Development District  
Lee County, Florida

FMSbonds, Inc.  
North Miami Beach, Florida

U.S. Bank National Association, as Trustee  
Fort Lauderdale, Florida

Re: \$\_\_\_\_\_ East Bonita Beach Road Community Development District Special  
Assessment Revenue Bonds, Series 2020 (Assessment Area Two)

Ladies and Gentlemen:

We serve as counsel to the East Bonita Beach Road Community Development District (“District”), a local unit of special-purpose government established pursuant to the laws of the State of Florida the (“State”), in connection with the sale by the District of its \$\_\_\_\_\_ East Bonita Beach Road Community Development District Special Assessment Revenue Bonds, Series 2020 (Assessment Area Two) (“Bonds”). This letter is delivered to you pursuant to Section 3.01 of the Master Indenture (defined below), Section 207 of the Supplemental Trust Indenture (defined below) and Section 8(c)(6) of the Bond Purchase Contract (referenced below), and is effective as of the date first written above. Each capitalized term not otherwise defined herein has the meaning given to it in the Indenture (defined herein).

A. DOCUMENTS EXAMINED

In rendering the opinions set forth below, we have examined and/or relied upon the following documents and have made such examination of law as we have deemed necessary or appropriate:

1. Ordinance No. 08-02 duly enacted by the City Council of the City (the “**City Council**”) on February 20, 2008 and effective on March 21, 2008, as amended by Ordinance No. 16-02 duly enacted by the City Council on March 2, 2016 and effective on April 1, 2016 (collectively, “**Establishment Ordinance**”);
2. the *Master Trust Indenture*, dated as of September 1, 2018 (“**Master Indenture**”), as supplemented by the *Second Supplemental Trust Indenture*, dated as of \_\_\_\_\_ 1, 2020 (“**Supplemental Trust Indenture**,” and together with the Master Indenture, “**Indenture**”), each by and between the District and U.S. Bank National Association, as trustee (“**Trustee**”);

3. Resolutions No. 2018-03 and No. 2020-\_\_ adopted by the Board of Supervisors of the District (the “Board”) on November 20, 2017 and September 21, 2020, respectively (collectively, “**Bond Resolution**”);
4. the Engineer’s Report dated \_\_\_\_\_, 2020, as may be amended and supplemented from time to time (“**Engineer’s Report**”) which describes among other things, the “Assessment Area Two Project;”
5. the Master Special Assessment Methodology Report dated January 9, 2018 and the Supplemental Special Assessment Methodology Report dated [Pricing Date], as may be amended and supplemented from time to time (collectively, the “**Assessment Methodology**”);
6. Resolution Nos. 2020-\_\_, 2020-\_\_, 2020-\_\_ and 2020-\_\_ adopted by the Board on \_\_\_\_\_, 2020, \_\_\_\_\_, 2020, \_\_\_\_\_, 2020 and \_\_\_\_\_, 2020, respectively (collectively, “**Assessment Resolution**”), establishing the debt service special assessments (“**Debt Assessments**”) securing the Bonds;
7. the Final Judgment Validating East Bonita Beach Road Community Development District Special Assessment Bonds and Assessments issued on \_\_\_\_\_, 2020 and by the Circuit Court for the Twentieth Judicial Circuit in and for Lee County, Florida in Case No. \_\_\_\_\_;
8. the Preliminary Limited Offering Memorandum dated \_\_\_\_\_, 2020 (“**PLOM**”) and Limited Offering Memorandum dated [Pricing Date] (“**LOM**”);
9. certain certifications by FMSbonds, Inc. (“**Underwriter**”), as underwriter to the sale of the Bonds;
10. certain certifications of Banks Engineering, as District Engineer;
11. certain certifications of Wrathell, Hunt and Associates, LLC, as District Manager and Assessment Consultant;
12. certain certifications of Forestar (USA) Real Estate Group Inc., a Delaware corporation (the “**Developer**”);
13. [certain certifications of D.R. Horton, Inc., a Delaware corporation (the “**Horton**”);]
14. general and closing certificate of the District;
15. an opinion of Akerman LLP (“**Bond Counsel**”) issued to the District in connection with the sale and issuance of the Bonds;
16. the following agreements (“**Bond Agreements**”):

- (a) the Continuing Disclosure Agreement dated [Closing Date] by and among the District, the Developer, [Horton] and a dissemination agent;
  - (b) the Bond Purchase Contract between Underwriter and the District and dated [Pricing Date] (“**BPA**”);
  - (c) the Agreement by and between the District and the Developer Regarding the Acquisition of Certain Work Product, Improvements and Real Property – Series 2020 Bonds dated [Closing Date];
  - (d) the Agreement between the District and Developer Regarding the True Up and Payment of Series 2020 Assessments dated [Closing Date];
  - (e) the Agreement by and between the District and the Developer Regarding the Completion of Certain Improvements dated [Closing Date];
  - (f) the Collateral Assignment and Assumption of Development and Contract Rights dated [Closing Date] by and between the District and the Developer; and
17. the Declaration of Consent to Jurisdiction of East Bonita Beach Road Community Development District and Imposition of Special Assessments executed by the Developer in favor of the District and dated [Closing Date];
  18. the following Executive Orders of the Governor of the State of Florida: 20-52 issued March 9, 2020, 20-69 issued March 20, 2020, 20-112 issued April 29, 2020, 20-114 issued May 8, 2020, 20-123 issued May 18, 2020, 20-150 issued June 23, 2020; 20-179 issued July 29, 2020, and 20-193 issued August 7, 2020; and;
  19. such other documents as we have deemed necessary and appropriate in rendering the opinions set forth below.

We have also attended various meetings of the District and have participated in conferences from time to time with representatives of the District, the District Engineer, the District Manager and Assessment Consultant, the Underwriter, Bond Counsel, counsel to the Underwriter, the Developer, counsel to the Developer, and others relative to the Limited Offering Memorandum and the related documents described herein.

## B. RELIANCE

This opinion is solely for the benefit of the (i) District; (ii) the Underwriter; and (iii) the Trustee; however, the Trustee may only rely on this opinion for the limited purposes of the opinions stated in Section C.1, C.2 and C.3. This opinion may not be relied on by any other party or for any other purpose without our prior written consent.

## C. OPINIONS

Based on the foregoing, and subject to the qualifications and assumptions set forth herein, we are of the opinion that:

1. **Authority** – Under the Florida Constitution and laws of the State, the District has been duly established and validly exists as a local unit of special purpose government and a community development district under Chapter 190, *Florida Statutes* (the “**Act**”), with such powers as set forth in the Act, and with good, right and lawful authority: (a) to enter into and to consummate the transactions contemplated by the Bond Resolution, the Assessment Resolution, the Indenture, the Bonds and the Bond Agreements; (b) to issue the Bonds for the purposes for which they are issued; (c) to impose, levy, collect and enforce the Debt Assessments and pledge the 2020 Trust Estate to secure the Bonds as provided in the Indenture; (d) to adopt the Bond Resolution and the Assessment Resolution; and (e) to perform its obligations under the terms and conditions of the Bond Resolution, the Assessment Resolution, the Bond Agreements, the Bonds and the Indenture.

2. **Assessments** – The proceedings by the District with respect to the Debt Assessments have been in accordance with Florida law. The District has taken all action necessary to levy and impose the Debt Assessments as set forth in the Assessment Resolution, Assessment Methodology, and/or other applicable documents. The Debt Assessments constitute legal, valid, binding and enforceable first liens upon the property against which such Debt Assessments are assessed, co-equal with the lien of all state, county, district and municipal taxes and assessments, and superior in dignity to all other liens, titles and claims, until paid.

3. **Agreements** – The (a) Bond Resolution, (b) Assessment Resolution, (c) Bonds, (d) Indenture, and (e) Bond Agreements (assuming due authorization, execution and delivery of documents (c) – (e) listed herein by any parties thereto other than the District) have been duly and validly authorized, executed and delivered by the District, have been duly approved and adopted and/or issued by the District, are in full force and effect, constitute legal, valid and binding obligations of the District, and are enforceable against the District in accordance with their respective terms. All conditions prescribed in the Indenture as precedent to the issuance of the Bonds have been fulfilled.

4. **Validation** – The Bonds have been validated by a final judgment of the Circuit Court in and for Lee County, Florida, of which no timely appeal was filed.

5. **Governmental Approvals** –As of the date hereof, all necessary consents, approvals, waivers or other actions by or filings with any governmental authority or other entity that are required for: (a) the adoption of the Bond Resolution and the Assessment Resolution; (b) the issuance, sale, execution and delivery of the Bonds upon the terms set forth in the BPA, PLOM, and LOM; (c) the execution and delivery of the Indenture and Bond Agreements; and (d) the performance by the District of the transactions required hereby, have been duly obtained or made and are in full force and effect.

6. **PLOM and LOM** – The District has duly authorized the execution, delivery and distribution by the Underwriter of the PLOM and LOM. To our knowledge, and based upon our review of the PLOM and LOM and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the PLOM and LOM, and as of

the date of their respective issuances, and with respect to the PLOM, the date of the BPA, and with respect to the LOM, the date hereof, nothing has come to our attention which would lead us to believe that the PLOM and LOM contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, provided however that the opinions stated herein extend only to the following provisions of the PLOM and LOM: “SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS – Assessment Methodology/Projected Level of District Assessments, – Completion Agreement, – True-Up Agreement and Collateral Assignment and Assumption of Development and Contract Rights,” “ENFORCEMENT OF ASSESSMENT COLLECTIONS,” “THE DISTRICT,” (excluding the subcaption “the District Manager and Other Consultants”) “ASSESSMENT METHODOLOGY,” “AGREEMENT BY THE STATE,” “LEGALITY FOR INVESTMENT,” “LITIGATION – The District,” “CONTINUING DISCLOSURE, “ (as it relates to the District only) “VALIDATION,” and “AUTHORIZATION AND APPROVAL,” and further provided however that the opinions stated herein do not extend to any statements that constitute descriptions of the Bonds or the Indenture. No information is offered as to any remaining provisions of the PLOM or LOM.

7. ***Litigation*** –Based on inquiry of the District’s Registered Agent for service of process and the fact that we have not been served with notice, there is no litigation pending or, to the best of our knowledge, threatened against the District: (a) seeking to restrain or enjoin the issuance or delivery of the Bonds or the application of the proceeds thereof, or the imposition, levy or collection of the Debt Assessments or the 2020 Trust Estate pledged for the payment of the debt service on the Bonds; (b) contesting or affecting the authority for the Debt Assessments, the authority for the issuance of the Bonds or the validity or enforceability of the Bonds, the Indenture, the Bond Agreements or the transactions contemplated thereunder; (c) contesting or affecting the establishment or existence of the District or any of its Supervisors, officers or employees, its assets, property or condition, financial or otherwise, or contesting or affecting any of the powers of the District, including its power to enter into the Indenture or the Bond Agreements, or its power to determine, assess, levy, collect and pledge the Debt Assessments for the payment of the debt service on the Bonds; or (d) specifically contesting the exclusion from federal gross income of interest on the Bonds.

8. ***Compliance with Laws*** – To the best of our knowledge, the District is not, in any manner material to the issuance of the Bonds or the Debt Assessments, in breach of or default under any applicable provision of the Act or constitutional provision, statute, or administrative regulation of the State of Florida, or any applicable judgment or decree, any loan agreement, indenture, bond, note, resolution, agreement (including the Bond Agreements and Indenture), or any other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of our knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the District under any such instrument; provided, however, that no opinion is expressed as to compliance with any state or federal tax or securities laws.

9. ***Authority to Undertake the Project*** - The District has good right and lawful authority under the Act to undertake, finance, acquire, construct, own, and operate the

Assessment Area Two Project, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body.

#### D. CERTAIN ASSUMPTIONS

In rendering the foregoing opinions, we have assumed the following: (1) that all public records, certifications, agreements and other documents examined by us that have been executed or certified by public officials acting within the scope of their official capacities are authentic, truthful and accurate; (2) that copies of such public records, certifications, agreements, and other documents furnished to us are authentic and conform to the originals; (3) that all signatures on executed public records, certifications, agreements and other documents are genuine; and (4) that all public records, certifications, agreements and other documents have been properly authorized and are binding on each of the other parties thereto. Such assumptions do not apply to District documents. We have also assumed the legality and validity of the following Executive Orders: 20-52 issued March 9, 2020, 20-69 issued March 20, 2020, 20-112 issued April 29, 2020, 20-114 issued May 8, 2020, 20-123 issued May 18, 2020, 20-150 issued June 23, 2020, 20-179 issued July 29, 2020, and 20-193 issued August 7, 2020.

#### E. CERTAIN QUALIFICATIONS

The foregoing opinions are subject to the following qualifications:

1. The opinions or statements expressed above are based solely on the laws of Florida in effect at the time of issuance of the Bonds. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of the federal government (including but not limited to the Internal Revenue Code or any proposed changes thereto), or any other state or other jurisdiction.
2. Our opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws relating to or affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases, including the fact that specific performance and other equitable remedies are granted only in the discretion of a court.
3. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws or federal securities laws, as to which no opinion is expressed.
4. We further express no opinion as to the necessity for an interest rate waiver under Florida law, or the applicability of any provision or section of the Internal Revenue Code.
5. We express no opinion and make no representations with regard to taxes, assessments or other financial information or statistical data. We express no opinion as to compliance with any state or federal tax laws.



6. We have not reviewed, and therefore express no opinion, regarding any land use, real property or other related items, including but not limited to whether the Developer is able to convey good and marketable title to any particular real property or interest therein and related to the Assessment Area Two Project.
7. With respect to any of the opinions set forth in this letter which are based on or qualified by the phrase “to our knowledge,” the words “to our knowledge” signify that, in the course of our representation of the District, no facts have come to our attention that would give us actual knowledge that any such opinions or other matters are not accurate. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of the District.
8. The opinions set forth herein are based on factual representations made to us as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of a particular result, and are not binding on the courts or any other entity; rather, our opinions represent our professional judgment based on our review of existing law, and in reliance on the representations and covenants that we deem relevant to such opinions.

Very truly yours,

Hopping Green & Sams, P.A.

---

For the Firm

## **EXHIBIT E-1**

### **CERTIFICATE OF DEVELOPER**

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation (the “Developer”), DOES HEREBY CERTIFY, that:

1. The Developer is a corporation organized and existing under the laws of the State of Delaware and is authorized to conduct business in the State of Florida.

2. Representatives of the Developer have provided information to East Bonita Beach Road Community Development District (the “District”) to be used in connection with the offering by the District of its \$\_\_\_\_\_ aggregate principal amount of Special Assessment Revenue Bonds, Series 2020 (Assessment Area Two) (the “Series 2020 Bonds”), pursuant to a Preliminary Limited Offering Memorandum dated \_\_\_\_\_, 2020 and a final Limited Offering Memorandum dated [Pricing Date] (collectively, the “Limited Offering Memorandum”). The Developer represents, warrants and agrees that the information furnished by Developer to the District and the Underwriter with respect to the Developer and the Development is true, correct and accurate as of the date hereof.

3. Each of the [Agreement between the District and Developer Regarding the True Up and Payment of Series 2020 Assessments dated [Closing Date], the Agreement by and between the District and the Developer Regarding the Acquisition of Certain Work Product, Improvements and Real Property – Series 2020 Bonds dated [Closing Date], the Agreement by and between the District and the Developer Regarding the Completion of Certain Improvements dated [Closing Date], the Collateral Assignment and Assumption of Development and Contract Rights dated [Closing Date] by and between the District and the Developer, the Declaration of Consent to Jurisdiction of East Bonita Beach Road Community Development District and to Imposition of Special Assessments dated [Closing Date]][Confirm.], and the Continuing Disclosure Agreement, dated [Closing Date] among the District, the Developer, [D.R. Horton, Inc.] and Wrathell, Hunt and Associates, LLC, as dissemination agent (collectively, the “Developer Documents”), is a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms (subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws, relating to or affecting creditors’ rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases, including the fact that specific performance and other equitable remedies are granted only in the discretion of a court). There are no proceedings pending against or threatened in writing before any court or administrative agency relating to Developer which are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the Developer’s ability to perform its obligations under the Developer Documents.

4. The Developer has the power to conduct its business and to undertake the development of Assessment Area Two as described in the Limited Offering Memorandum and to enter into the Developer Documents.

5. The Developer represents and warrants that, to its knowledge, it has complied with and will continue to comply with Chapter 190.048, Florida Statutes, as amended.

6. The Developer has reviewed and approved the Developer Documents and the Developer has reviewed and approved the information contained in the Limited Offering Memorandum under the captions “THE CAPITAL IMPROVEMENT PLAN AND ASSESSMENT AREA TWO PROJECT,” “THE DEVELOPMENT” and “THE DEVELOPER” and with respect to the Developer and the Development (as such terms are used in the Limited Offering Memorandum) under the captions “BONDOWNERS’ RISKS” and “LITIGATION - The Developer [and Horton]” (with respect to the Developer) and warrants and represents that such information does not contain any untrue statement of a material fact and does not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading. In addition, the Developer is not aware of any other information in the Limited Offering Memorandum that contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

7. To the best of our knowledge, the Developer is in compliance in all material respects with all provisions of applicable law in all material matters relating to the Developer and Assessment Area Two as described in the Limited Offering Memorandum. Except as otherwise described in the Limited Offering Memorandum, (a) the Development is zoned and properly designated for its intended use; (b) all government permits and approvals required in connection with the installation of the Assessment Area Two Project and the construction of Assessment Area Two as described in the Limited Offering Memorandum, other than certain permits and approvals, which permits and approvals are expected to be received as needed, have been received; (c) we are not aware of any default of any zoning condition, land use permit or development agreement which would adversely affect the Developer’s ability to complete the installation of the Assessment Area Two Project and development of Assessment Area Two as described in the Limited Offering Memorandum and all appendices thereto; and (d) we have no actual knowledge and are not otherwise aware of any reason to believe that any permits, approvals, consents and licenses required to complete the installation of the Assessment Area Two Project and development of Assessment Area Two as described in the Limited Offering Memorandum will not be obtained in due course.

8. The execution, delivery and performance of the Developer Documents by the Developer do not violate (i) the Developer’s articles of incorporation, (ii) to the best of our knowledge, any agreement, instrument or Federal, Delaware or Florida law, rule or regulation known to us to which the Developer is a party or by which Developer’s assets are or may be bound; or (iii) to the best of our knowledge, any judgment, decree or order of any administrative tribunal, which judgment, decree, or order is binding on the Developer or its assets.

9. There is no litigation pending or, to the best of our knowledge after due inquiry, threatened (other than as set forth in the Limited Offering Memorandum) which (i) would prevent or prohibit the development of Assessment Area Two in accordance with the description thereof in the Limited Offering Memorandum and the Engineer’s Report annexed thereto as Appendix A or (ii) may result in any material adverse change in the respective business, properties, assets or financial condition of the Developer.

10. Except as disclosed in the Limited Offering Memorandum, the Developer is not aware of any condition which currently requires, or is reasonably expected to require in the foreseeable future, investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment.

11. The Developer is not insolvent. The Developer has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Developer has not indicated their consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

12. The Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material adverse effect on the Series 2020 Bonds or the Development.

13. The Developer hereby consents to the levy of the Series 2020 Assessments (as defined in the Limited Offering Memorandum) on the lands in the District owned by the Developer. The levy of the Series 2020 Assessments on the lands within the Assessment Area Two Project will not conflict with or constitute a breach of or default under any agreement, indenture or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

14. The Developer acknowledges that the Series 2020 Bonds have the debt service requirements set forth in the Limited Offering Memorandum and that the Series 2020 Assessments will be levied by the District at times, and in amounts sufficient, to enable the District to pay debt service on the Series 2020 Bonds when due, all as more particularly described in the Limited Offering Memorandum.

15. The Developer acknowledges that it will have no rights under Chapter 170, Florida Statutes, as amended, to prepay, without interest, the Series 2020 Assessments imposed on lands in the District owned by the Developer within thirty (30) days following completion of the Assessment Area Two Project and acceptance thereof by the District.

16. Except as disclosed in the Limited Offering Memorandum, during the past five (5) years, the Developer has been in compliance with all prior continuing disclosure undertakings in connection with Rule 15c2-12 of the Securities and Exchange Act of 1934, as amended.

17. The Developer is not in default of any obligations to pay special assessments.

18. There is sufficient water and sewer capacity as of the date hereof to develop Assessment Area Two and, except as described in the Limited Offering Memorandum, all concurrency requirements of the City and, if applicable, the County have been satisfied.

Dated: [Closing Date].

FORESTAR (USA) REAL ESTATE  
GROUP INC., a Delaware corporation, as  
Developer

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

## **EXHIBIT E-2**

### **[CERTIFICATE OF HORTON]**

D.R. HORTON, INC., a Delaware corporation (the “Horton”), DOES HEREBY CERTIFY, that:

1. Horton is a corporation organized and existing under the laws of the State of Delaware and is authorized to conduct business in the State of Florida.

2. Representatives of Horton have provided information to East Bonita Beach Road Community Development District (the “District”) to be used in connection with the offering by the District of its \$\_\_\_\_\_ aggregate principal amount of Special Assessment Revenue Bonds, Series 2020 (Assessment Area Two) (the “Series 2020 Bonds”), pursuant to a Preliminary Limited Offering Memorandum dated \_\_\_\_\_, 2020 and a final Limited Offering Memorandum dated [Pricing Date] (collectively, the “Limited Offering Memorandum”). Horton represents, warrants and agrees that the information furnished by Horton to the District and the Underwriter with respect to Horton and the Development is true, correct and accurate as of the date hereof.

3. [The Continuing Disclosure Agreement, dated [Closing Date] among the District, Forestar (USA) Real Estate Group Inc., Horton and Wrathell, Hunt and Associates, LLC, as dissemination agent (the “Disclosure Agreement), is a valid and binding obligation of Horton, enforceable against Horton in accordance with its terms (subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws, relating to or affecting creditors’ rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases, including the fact that specific performance and other equitable remedies are granted only in the discretion of a court). There are no proceedings pending against or threatened in writing before any court or administrative agency relating to Horton which are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the Horton’s ability to perform its obligations under the Disclosure Agreement].

4. Horton has the power to conduct its business and to undertake the building of homes within the Development as described in the Limited Offering Memorandum.

5. Horton has reviewed and approved the information contained in the Limited Offering Memorandum with respect to Horton under the captions “BONDHOLDERS’ RISKS,” “THE DEVELOPER” and “LITIGATION - The Developer [and Horton]” (with respect to Horton) and warrants and represents that such information does not contain any untrue statement of a material fact and does not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

6. To the best of our knowledge, Horton is in compliance in all material respects with all provisions of applicable law in all material matters relating to Horton and Assessment Area Two as described in the Limited Offering Memorandum. Except as otherwise described in the Limited Offering Memorandum, (a) the Development is zoned and properly designated for its

intended use; (b) all government permits and approvals required in connection with the installation of the Assessment Area Two Project and the construction of Assessment Area Two as described in the Limited Offering Memorandum, other than certain permits and approvals, which permits and approvals are expected to be received as needed, have been received; (c) we are not aware of any default of any zoning condition, land use permit or development agreement which would adversely affect Horton's ability to complete the installation of the Assessment Area Two Project and the development of the Assessment Area Two as described in the Limited Offering Memorandum and all appendices thereto; and (d) we have no actual knowledge and are not otherwise aware of any reason to believe that any permits, approvals, consents and licenses required to complete the installation of the Assessment Area Two Project and the development of Assessment Area Two as described in the Limited Offering Memorandum will not be obtained in due course.

7. There is no litigation pending or, to the best of our knowledge after due inquiry, threatened (other than as set forth in the Limited Offering Memorandum) which (i) would prevent or prohibit the development of Assessment Area Two in accordance with the description thereof in the Limited Offering Memorandum and the Engineer's Report annexed thereto as Appendix A or (ii) may result in any material adverse change in the respective business, properties, assets or financial condition of Horton.

8. Except as disclosed in the Limited Offering Memorandum, Horton is not aware of any condition which currently requires, or is reasonably expected to require in the foreseeable future, investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment.

9. Horton is not insolvent. Horton has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. Horton has not indicated their consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

10. Horton is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material adverse effect on the Series 2020 Bonds or the Development.

11. There is sufficient water and sewer capacity as of the date hereof to construct Assessment Area Two and, except as described in the Limited Offering Memorandum, all concurrency requirements of the City and, if applicable, the County have been satisfied.

Dated: [Closing Date].

D.R. HORTON, INC.,  
a Delaware corporation

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



**EXHIBIT F**

**OPINION OF COUNSEL TO DEVELOPER**

[Closing Date]

East Bonita Beach Road Community Development District  
Lee County, Florida

FMSbonds, Inc.  
North Miami Beach, Florida

Re: \$\_\_\_\_\_ East Bonita Beach Road Community Development District Special  
Assessment Revenue Bonds, Series 2020 (Assessment Area Two)

Ladies and Gentlemen:

We are counsel to Forestar (USA) Real Estate Group Inc., a Delaware corporation (the “Developer”), which is the owner of the lands within Assessment Area Two (as defined in the hereinafter defined Limited Offering Memorandum) which are being developed into a residential community herein referred to as the “Development.” We have served as counsel to the Developer in connection with the issuance by the East Bonita Beach Road Community Development District (the “District”) of \$\_\_\_\_\_ aggregate principal amount of East Bonita Beach Road Community Development District Special Assessment Revenue Bonds, Series 2020 (Assessment Area Two) (the “Series 2020 Bonds”) as described in the District’s Limited Offering Memorandum, dated [Pricing Date] (the “Limited Offering Memorandum”). The Series 2020 Bonds are being issued to, among other things, finance the cost of the acquisition, construction, installation and equipping of certain infrastructure improvements, as more fully described in the Limited Offering Memorandum (the “Assessment Area Two Project”). Unless otherwise defined herein, capitalized terms used herein have the respective meanings assigned to such terms in the Bond Purchase Contract, dated [Pricing Date] (the “Contract”), between the District and FMSbonds, Inc. (the “Underwriter”), or in the Indenture, as applicable.

In our capacity as counsel to the Developer, we have examined and are familiar with the [Agreement between the District and Developer Regarding the True Up and Payment of Series 2020 Assessments dated [Closing Date], the Agreement by and between the District and the Developer Regarding the Acquisition of Certain Work Product, Improvements and Real Property – Series 2020 Bonds dated [Closing Date], the Agreement by and between the District and the Developer Regarding the Completion of Certain Improvements dated [Closing Date], the Collateral Assignment and Assumption of Development and Contract Rights dated [Closing Date] by and between the District and the Developer, the Declaration of Consent to Jurisdiction of East Bonita Beach Road Community Development District and to Imposition of Special Assessments dated [Closing Date]][Confirm.], and the Continuing Disclosure Agreement, dated [Closing Date] among the District, the Developer, Horton and Wrathell, Hunt and Associates, LLC, as dissemination agent (collectively, the “Developer Documents”) and have made such examination of law as we have deemed necessary or appropriate in rendering the opinions set forth below.

We have further relied upon certificates and representations made by the Developer, their representatives and the parties to this transaction described in the Limited Offering Memorandum.

In rendering this opinion, we have assumed the genuineness of all signatures (other than those of the Developer), the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies, and the legal capacity of all natural persons. As to any fact relevant to this opinion, we have relied solely upon representations of the Developer; except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts.

We are of the opinion that:

1. The Developer is a corporation organized and existing under the laws of the State of Delaware authorized to conduct business in the State of Florida.

2. The Developer has the power to conduct its business and to undertake the development of Assessment Area Two, as applicable, as described in the Limited Offering Memorandum and to enter into the Developer Documents.

3. The Developer Documents have been duly authorized, executed and delivered by the Developer and are in full force and effect. Assuming the due authorization, execution and delivery of such instruments by the other parties thereto and their authority to perform such instruments, the Developer Documents constitute legal, valid and binding obligations of the Developer, enforceable in accordance with their respective terms.

4. The execution, delivery and performance of the Developer Documents by the Developer do not violate (i) the Developer's bylaws, (ii) to the best of our knowledge, any agreement, instrument or Federal or Florida law, rule or regulation known to us to which the Developer is a party or by which Developer's assets are or may be bound; or (iii) to the best of our knowledge, any judgment, decree or order of any administrative tribunal, which judgment, decree, or order is binding on the Developer or its assets.

5. The information contained in the Limited Offering Memorandum under the captions "THE DEVELOPMENT", "THE DEVELOPER" and "LITIGATION – The Developer and Horton" accurately and fairly presents the information purported to be shown and neither contains any untrue statement of a material fact nor omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading as of the date of the Limited Offering Memorandum or as of the date hereof.

6. The levy of the Series 2020 Assessments will not conflict with or constitute a breach of or default under any agreement, indenture or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

7. The Developer is in compliance in all material respects with all provisions of applicable law in all material matters relating to the Developer, as applicable, and Assessment Area Two as described in the Limited Offering Memorandum. Except as otherwise described in

the Limited Offering Memorandum, (a) Assessment Area Two is zoned and properly designated for its intended use; (b) all government permits required in connection with the development of Assessment Area Two as described in the Limited Offering Memorandum, other than certain permits, which permits are expected to be received as needed, have been received; (c) we are not aware of any default of any zoning condition, land use permit or development agreement which would adversely affect the ability to complete development of Assessment Area Two as described in the Limited Offering Memorandum and all appendices thereto; and (d) we have no actual knowledge and are not otherwise aware of any reason to believe that any permits, consents and licenses required to complete development of the Assessment Area Two Project and Assessment Area Two as described in the Limited Offering Memorandum will not be obtained in due course.

8. There is no litigation pending or, to the best of our knowledge after due inquiry, threatened (other than as set forth in the Limited Offering Memorandum) which (i) would prevent or prohibit the development of Assessment Area Two in accordance with the description thereof in the Limited Offering Memorandum and the Engineer's Report annexed thereto as Appendix A, or (ii) may result in any material adverse change in the respective business, properties, assets or financial condition of the Developer.

9. The Developer has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Developer has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

10. The Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material adverse effect on the Series 2020 Bonds, the Assessment Area Two Project or Assessment Area Two.

This opinion is solely for the benefit of the addressees and this opinion may not be relied upon in any manner, nor used, by any other persons or entities.

Sincerely,

## EXHIBIT G

### CERTIFICATE OF CONSULTING ENGINEER

The undersigned representative of BANKS ENGINEERING (the “Engineers”), DOES HEREBY CERTIFY, that:

1. This certificate is furnished pursuant to Section 8(c)(17) of the Bond Purchase Contract dated [Pricing Date] (the “Purchase Contract”), by and between East Bonita Beach Road Community Development District (the “District”) and FMSbonds, Inc. with respect to the \$\_\_\_\_\_ East Bonita Beach Road Community Development District Special Assessment Revenue Bonds, Series 2020 (Assessment Area Two) (the “Series 2020 Bonds”). Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Contract, the Preliminary Limited Offering Memorandum dated \_\_\_\_\_, 2020 or the Limited Offering Memorandum dated [Pricing Date] relating to the Series 2020 Bonds (collectively, the “Limited Offering Memoranda”), as applicable.

2. The Engineers have been retained by the District as the District’s consulting engineers.

3. The Engineers prepared a report entitled “East Bonita Beach Road Community Development District Engineer’s Report” dated \_\_\_\_\_, 2020 (the “Report”).

4. The Report sets forth the estimated cost of the Assessment Area Two Project (as described in the Limited Offering Memoranda) and was prepared in accordance with generally accepted engineering principles. A description of the Report and certain other information relating to the Assessment Area Two Project are included in the Limited Offering Memoranda under the caption “THE CAPITAL IMPROVEMENT PLAN AND ASSESSMENT AREA TWO PROJECT”. The Report and said information under the caption “THE CAPITAL IMPROVEMENT PLAN AND ASSESSMENT AREA TWO PROJECT” are true and complete in all material respects, contain no untrue statement of a material fact, and do not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. The Engineers hereby consent to the inclusion of the Report and the references to the Engineers in the Limited Offering Memoranda.

6. The plans and specifications for the Assessment Area Two Project improvements were approved or will be approved by all regulatory bodies required to approve them prior to construction. All environmental and other regulatory permits or approvals required in connection with the construction of the Assessment Area Two Project were or will be obtained.

7. The Assessment Area Two Project improvements are, to the extent constructed, or will be constructed in sound workmanlike manner and in accordance with industry standards and the plans and specifications therefor.

8. The price being paid by the District to the Developer (as defined below) for acquisition of the improvements included within the Assessment Area Two Project does not

exceed the lesser of the actual cost of the Assessment Area Two Project or the fair market value of the assets acquired by the District.

9. To the best of our knowledge, after due inquiry, Forestar (USA) Real Estate Group Inc., a Delaware corporation (the "Developer") is in compliance in all material respects with all provisions of applicable law in all material matters relating to the Development as described in the Limited Offering Memoranda. Except as otherwise described in the Limited Offering Memoranda, (a) all government permits required in connection with the installation of the Assessment Area Two Project and the construction of Assessment Area Two as described in the Limited Offering Memoranda, other than certain permits, which permits are expected to be received as needed, have been received; (b) we are not aware of any default of any zoning condition, land use permit or development agreement which would adversely affect ability to complete the installation of the Assessment Area Two Project and the development of Assessment Area Two as described in the Limited Offering Memoranda and all appendices thereto; and (c) we have no actual knowledge and are not otherwise aware of any reason to believe that any permits, consents and licenses required to complete the installation of the Assessment Area Two Project and Assessment Area Two as described in the Limited Offering Memoranda will not be obtained in due course as required by the Developer, or any other person or entity, necessary for the development of the Development as described in the Limited Offering Memorandum and all appendices thereto.

10. There is adequate water and sewer service capacity to serve the Development.

Date: [Closing Date]

BANKS ENGINEERING,

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

## EXHIBIT H

### CERTIFICATE OF DISTRICT MANAGER AND METHODOLOGY CONSULTANT

We have acted as district manager and methodology consultant to the East Bonita Beach Road Community Development District (the “District”) in connection with the sale and issuance by the District of its \$\_\_\_\_\_ aggregate principal amount of Special Assessment Revenue Bonds, Series 2020 (Assessment Area Two) (the “Series 2020 Bonds”) and have participated in the preparation of the Preliminary Limited Offering Memorandum dated \_\_\_\_\_, 2020 and the final Limited Offering Memorandum dated [Pricing Date], related to the Series 2020 Bonds (collectively, the “Limited Offering Memoranda”).

1. In connection with the issuance of the Series 2020 Bonds, we have been retained by the District to prepare the Master Special Assessment Methodology Report, dated January 9, 2018, as may be amended and supplemented, as may be further supplemented from time to time, and as supplemented by the [Second] Supplemental Special Assessment Methodology Report dated [Pricing Date] (collectively, the “Assessment Report”), which Assessment Report has been included as an appendix to the Limited Offering Memoranda. We hereby consent to the use of such Assessment Report in the Limited Offering Memoranda and consent to the references to us therein.

2. As District Manager, nothing has come to our attention that would lead us to believe that the Limited Offering Memoranda, as it relates to the District, or any information provided by us, and the Assessment Report, as of their date and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

3. To the best of our knowledge, there has been no change which would materially adversely affect the assumptions made or the conclusions reached in the Assessment Report and the considerations and assumptions used in compiling the Assessment Report are reasonable. The Assessment Report and the assessment methodology set forth therein was prepared in accordance with all applicable provisions of Florida law. As described in more detail in the Assessment Report, the benefit to the assessable lands within the District from the Assessment Area Two Project equals or exceeds the Series 2020 Assessments, and the Series 2020 Assessments are fairly and reasonably allocated across all benefitted properties within the District.

4. The information set forth in the Limited Offering Memoranda under the subcaptions “SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS – Assessment Methodology/Projected Level of District Assessments,” “THE DISTRICT,” “ASSESSMENT METHODOLOGY,” “THE DEVELOPMENT – Taxes, Fees and Assessments,” “FINANCIAL STATEMENTS,” “LITIGATION – The District,” “DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS,” “CONTINUING DISCLOSURE,” “CONTINGENT FEES,” and in “APPENDIX E – ASSESSMENT METHODOLOGY” did not as of the respective dates of the Limited Offering Memoranda and does not as of the date hereof contain any untrue statement of a material fact or omit to state a

material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

5. As District Manager and registered agent for the District, we are not aware of any litigation pending or, to the best of our knowledge, threatened against the District restraining or enjoining the issuance, sale, execution or delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Bonds, or the existence or powers of the District.

6. The Series 2020 Assessments, as initially levied, and as may be reallocated from time to time as permitted by resolutions adopted by the District with respect to the Special Assessments, are sufficient to enable the District to pay the debt service on the Series 2020 Bonds through the final maturity thereof.

Dated: [Closing Date].

WRATHELL, HUNT AND ASSOCIATES,  
LLC

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

Exhibit C: Form of Preliminary Limited Offering Memorandum and Limited Offering Memorandum



This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion or amendment without notice. These securities may not be sold nor may an offer to buy be accepted prior to the time the Limited Offering Memorandum is delivered in final form. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of any such jurisdiction.

**PRELIMINARY LIMITED OFFERING MEMORANDUM DATED \_\_\_\_\_, 2020**

**NEW ISSUE - BOOK-ENTRY-ONLY  
LIMITED OFFERING**

**NOT RATED**

*In the opinion of Bond Counsel, assuming compliance with existing statutes, regulations, published rulings and court decisions, and assuming continuing compliance by the District with the tax covenants set forth in the Indenture, and the accuracy of certain representations included in the closing transcript for the Series 2020 Bonds, interest on the Series 2020 Bonds is, under Section 103 of the Code, excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel is further of the opinion that, pursuant to the Act, the Series 2020 Bonds and the interest thereon are exempt from taxation under the laws of the State of Florida, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes. See "BONDOWNERS' RISKS" herein for a description of certain developments regarding special district financings.*

\$ \_\_\_\_\_\*

**EAST BONITA BEACH ROAD COMMUNITY DEVELOPMENT DISTRICT  
(City of Bonita Springs, Florida)  
Special Assessment Revenue Bonds, Series 2020  
(Assessment Area Two)**

**Dated: Date of Delivery**

**Due: November 1, as shown on the inside cover**

The East Bonita Beach Road Community Development District Special Assessment Revenue Bonds, Series 2020 (Assessment Area Two) (the "Series 2020 Bonds") are being issued by the East Bonita Beach Road Community Development District (the "District") only in fully registered form, without coupons, in authorized denominations of \$5,000 and any integral multiple thereof.

The District is a local unit of special-purpose government of the State of Florida, created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") and by Ordinance No. 08-02 duly enacted by the City Council (the "City Council") of the City of Bonita Springs, Florida (the "City") on February 20, 2008 and effective on March 21, 2008, as amended by Ordinance No. 16-02 duly enacted by the City Council on March 2, 2016 and effective on April 1, 2016, which contracted the boundaries of the District by approximately 126.40+/- acres. The District was created for the purpose of delivering certain community development services and facilities for the benefit of District Lands (as hereinafter defined), and has previously determined to undertake the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of certain District Lands, including the lands designated as Assessment Area Two (as hereinafter defined).

The Series 2020 Bonds will bear interest at the fixed rates set forth in the inside cover hereof, calculated on the basis of a 360-day year comprised of twelve thirty-day months, payable semi-annually on each May 1 and November 1, commencing May 1, 2021. The Series 2020 Bonds, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. Purchases of beneficial interests in the Series 2020 Bonds will be made in book-entry-only form and purchasers of beneficial interests in the Series 2020 Bonds will not receive physical bond certificates. For so long as the book-entry only system is maintained, the principal of and interest on the Series 2020 Bonds will be paid from the sources provided pursuant to the Indenture (as defined below) and described herein by U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in Fort Lauderdale, Florida, as trustee (the "Trustee"), directly to Cede & Co., as nominee of DTC, as the registered owner thereof. Disbursements of such payments to the Direct Participants (as defined herein) is the responsibility of DTC and disbursements of such payments to the beneficial owners is the responsibility of the Direct Participants and Indirect Participants (as defined herein), as more fully described herein. Any purchaser of a beneficial interest in a Series 2020 Bond, must maintain an account with a broker or dealer who is, or acts through, a DTC Participant in

---

\* Preliminary, subject to change.

order to receive payment of the principal of and interest on such Series 2020 Bond. See “DESCRIPTION OF THE SERIES 2020 BONDS – Book-Entry Only System” herein.

The Series 2020 Bonds are being issued by the District pursuant to the Act, Resolutions No. 2018-03 and No. 2020-\_\_ duly adopted by the Board of Supervisors of the District on November 20, 2017 and September 21, 2020, respectively, and secured pursuant to a Master Trust Indenture dated as of September 1, 2018 (the “Master Indenture”), as supplemented by a Second Supplemental Trust Indenture dated as of \_\_\_\_\_ 1, 2020 (the “Second Supplemental Indenture” and, together with the Master Indenture, the “Indenture”), each by and between the District and the Trustee. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

Proceeds of the Series 2020 Bonds will be used to provide funds to: (i) finance the cost of acquisition, construction, installation and equipping of the Assessment Area Two Project (as hereinafter defined), (ii) fund the 2020 Reserve Account (as hereinafter defined) in an amount equal to the 2020 Reserve Account Requirement (as hereinafter defined), (iii) [make a deposit to the 2020 Interest Account (as hereinafter defined) to pay interest on the Series 2020 Bonds through May 1, 2021, and (iv)] pay the costs of issuance of the Series 2020 Bonds. See “THE CAPITAL IMPROVEMENT PLAN AND ASSESSMENT AREA TWO PROJECT” and “ESTIMATED SOURCES AND USES OF FUNDS” herein.

The Series 2020 Bonds will be secured by a pledge of the 2020 Trust Estate. “2020 Trust Estate” shall mean with respect to the Series 2020 Bonds (a) all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions of the Master Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture, the revenues derived by the District from the Series 2020 Assessments levied and imposed pursuant to the Assessment Proceedings (as defined in the Second Supplemental Indenture) as the same may be amended from time to time, and (b) the Funds and Accounts (except for the 2020 Rebate Account and the 2020 Cost of Issuance Account) established under the Second Supplemental Indenture; provided, however, that the Series 2020 Assessments shall not include “special assessments” levied and collected by the District under Section 190.022 of the Act for maintenance purposes or “maintenance assessments” levied and collected by the District under Section 190.021(3) of the Act. See “SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS” herein.

The Series 2020 Bonds are subject to optional, mandatory sinking fund and extraordinary mandatory redemption at the times, in the amounts, and at the redemption prices as more fully described herein. See “DESCRIPTION OF THE SERIES 2020 BONDS — Redemption Provisions” herein.

THE SERIES 2020 BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM THE 2020 TRUST ESTATE PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE CITY, LEE COUNTY, FLORIDA, (THE “COUNTY”), THE STATE OF FLORIDA (THE “STATE”) OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2020 BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SERIES 2020 ASSESSMENTS TO SECURE AND PAY THE SERIES 2020 BONDS. THE SERIES 2020 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE CITY, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. SEE “SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS” HEREIN.

**The purchase of the Series 2020 Bonds involves a degree of risk (See “BONDOWNERS’ RISKS” herein) and are not suitable for all investors (See “SUITABILITY FOR INVESTMENT” herein). The Underwriter named below is limiting this offering to “Accredited Investors” within the meaning of Chapter 517, Florida Statutes, as amended, and the Rules of the Florida Department of Financial Services promulgated thereunder. The limitation of the initial offering to Accredited Investors does not denote restrictions of transfer in any secondary market for the Series 2020 Bonds. The Series 2020 Bonds are not credit enhanced or rated and no application has been made for credit enhancement or a rating with respect to the Series 2020 Bonds.**

---

This cover page contains certain information for quick reference only. It is not a summary of the Series 2020 Bonds. Investors must read this entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

---

The Series 2020 Bonds are offered for delivery when, as and if issued by the District and accepted by the Underwriter, subject to the receipt of the opinion of Akerman LLP, Orlando, Florida, Bond Counsel, as to the validity of the Series 2020 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the Underwriter by its counsel, Squire Patton Boggs (US) LLP, Miami, Florida, for the District by its counsel, Hopping Green & Sams, P.A., Tallahassee, Florida, and for the Developer (as herein defined) by its counsel, J. Wayne Crosby, P.A., Winter Park, Florida. It is expected that the Series 2020 Bonds will be delivered in book-entry form through the facilities of DTC on or about \_\_\_\_\_, 2020.

## **FMSbonds, Inc.**

Dated: \_\_\_\_\_, 2020

**AMOUNTS, INTEREST RATES, MATURITIES, PRICES  
AND INITIAL CUSIP NUMBERS**

\$ \_\_\_\_\_ \*

**East Bonita Beach Road Community Development District  
Special Assessment Revenue Bonds, Series 2020  
(Assessment Area Two)**

\$ \_\_\_\_\_ – \_\_\_\_\_% Series 2020 Term Bond due November 1, 20\_\_ – Price \_\_\_\_\_ – CUSIP Number \_\_\_\_\_ †  
\$ \_\_\_\_\_ – \_\_\_\_\_% Series 2020 Term Bond due November 1, 20\_\_ – Price \_\_\_\_\_ – CUSIP Number \_\_\_\_\_ †  
\$ \_\_\_\_\_ – \_\_\_\_\_% Series 2020 Term Bond due November 1, 20\_\_ – Price \_\_\_\_\_ – CUSIP Number \_\_\_\_\_ †  
\$ \_\_\_\_\_ – \_\_\_\_\_% Series 2020 Term Bond due November 1, 20\_\_ – Price \_\_\_\_\_ – CUSIP Number \_\_\_\_\_ †

---

\* Preliminary, subject to change.

† Neither the District nor the Underwriter shall be responsible for the use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the readers of this Limited Offering Memorandum.

**EAST BONITA BEACH ROAD COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS**

J. Wayne Everett\*, Chairperson  
James Ratz\*, Vice-Chairperson  
Roy MacDermott\*, Assistant Secretary  
Landon Thomas\*, Assistant Secretary  
Ashley Koza\*, Assistant Secretary

---

\* Employee of, or affiliated with, the Developer.

**DISTRICT MANAGER AND METHODOLOGY CONSULTANT**

Wrathell, Hunt and Associates, LLC  
Boca Raton, Florida

**DISTRICT COUNSEL**

Hopping Green & Sams, P.A.  
Tallahassee, Florida

**DISTRICT ENGINEER**

Banks Engineering  
Fort Myers, Florida

**BOND COUNSEL**

Akerman LLP  
Orlando, Florida

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE DISTRICT TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DISTRICT. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY OF THE SERIES 2020 BONDS AND THERE SHALL BE NO OFFER, SOLICITATION OR SALE OF THE SERIES 2020 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE DEVELOPER (AS HEREINAFTER DEFINED), THE DISTRICT, THE DISTRICT MANAGER, THE DISTRICT ENGINEER, PUBLIC DOCUMENTS, RECORDS AND OTHER SOURCES, WHICH SOURCES ARE BELIEVED TO BE RELIABLE BUT WHICH INFORMATION IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF, THE UNDERWRITER NAMED ON THE COVER PAGE OF THIS LIMITED OFFERING MEMORANDUM. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE UNITED STATES FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN CONTAINED ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE DISTRICT, THE DEVELOPER OR IN THE STATUS OF THE DEVELOPMENT OR THE ASSESSMENT AREA TWO PROJECT (AS SUCH TERMS ARE HEREINAFTER DEFINED) SINCE THE DATE HEREOF.

THE SERIES 2020 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON CERTAIN EXEMPTIONS SET FORTH IN SUCH ACTS. THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE SERIES 2020 BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF ANY JURISDICTIONS WHEREIN THESE SECURITIES HAVE BEEN OR WILL BE REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THE CITY, THE COUNTY, THE STATE, NOR ANY OTHER POLITICAL SUBDIVISIONS THEREOF HAVE GUARANTEED OR PASSED UPON THE MERITS OF THE SERIES 2020 BONDS, UPON THE PROBABILITY OF ANY EARNINGS THEREON OR UPON THE ACCURACY OR ADEQUACY OF THIS LIMITED OFFERING MEMORANDUM.

“FORWARD-LOOKING STATEMENTS” ARE USED IN THIS DOCUMENT BY USING FORWARD LOOKING WORDS SUCH AS “MAY,” “WILL,” “SHOULD,” “INTENDS,” “EXPECTS,” “BELIEVES,” “ANTICIPATES,” “ESTIMATES,” OR OTHERS. THE READER IS CAUTIONED THAT FORWARD-LOOKING STATEMENTS ARE SUBJECT TO A VARIETY OF UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER FROM THE PROJECTED RESULTS. THOSE RISKS AND UNCERTAINTIES INCLUDE GENERAL ECONOMIC AND BUSINESS CONDITIONS, CONDITIONS IN THE FINANCIAL MARKETS AND REAL ESTATE MARKET, THE DISTRICT’S COLLECTION OF ASSESSMENTS, AND VARIOUS OTHER FACTORS WHICH MAY BE BEYOND THE DISTRICT’S, THE DEVELOPER’S CONTROL. BECAUSE THE DISTRICT AND THE DEVELOPER CANNOT PREDICT ALL FACTORS THAT MAY AFFECT FUTURE DECISIONS, ACTIONS, EVENTS, OR FINANCIAL CIRCUMSTANCES, WHAT ACTUALLY HAPPENS MAY BE DIFFERENT FROM WHAT IS INCLUDED IN FORWARD-LOOKING STATEMENTS.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT AND THE DEVELOPER DO NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER “CONTINUING DISCLOSURE” HEREIN.

THE ORDER AND PLACEMENT OF MATERIALS IN THIS LIMITED OFFERING MEMORANDUM, INCLUDING THE APPENDICES, ARE NOT TO BE DEEMED A DETERMINATION OF RELEVANCE, MATERIALITY OR IMPORTANCE, AND THIS LIMITED OFFERING MEMORANDUM, INCLUDING THE APPENDICES, MUST BE CONSIDERED IN ITS ENTIRETY. THE CAPTIONS AND HEADINGS IN THIS LIMITED OFFERING MEMORANDUM ARE FOR CONVENIENCE OR REFERENCE ONLY AND IN NO WAY DEFINE, LIMIT OR DESCRIBE THE SCOPE OR INTENT, OR AFFECT THE MEANING OR CONSTRUCTION, OR ANY PROVISIONS OR SECTION IN THIS LIMITED OFFERING MEMORANDUM.

THIS PRELIMINARY LIMITED OFFERING MEMORANDUM IS IN A FORM DEEMED FINAL BY THE DISTRICT FOR PURPOSES OF RULE 15c2-12 UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN INFORMATION PERMITTED TO BE OMITTED PURSUANT TO RULE 15c2-12(b)(1).

## TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION .....	1
DESCRIPTION OF THE SERIES 2020 BONDS .....	3
General Description .....	3
Redemption Provisions .....	4
Book-Entry Only System.....	6
SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS .....	9
General.....	9
Assessment Methodology/Projected Level of District Assessments .....	10
Prepayment of Special Assessments .....	11
Completion Agreement.....	11
True-Up Agreement.....	11
Collateral Assignment and Assumption of Development and Contract Rights.....	12
Covenant Against Sale or Encumbrance.....	13
2020 Reserve Account .....	13
Deposit and Application of the 2020 Pledged Revenues.....	14
Investment or Deposit of Funds.....	14
Covenant to Levy the Series 2020 Assessments.....	15
Additional Obligations.....	16
Events of Default and Remedies.....	16
ENFORCEMENT OF ASSESSMENT COLLECTIONS .....	18
General.....	18
Collection and Enforcement of Assessments; Uniform Method Procedure .....	19
Collection and Enforcement of Assessments; Direct Billing & Foreclosure Procedure .....	23
BONDOWNERS’ RISKS.....	24
ESTIMATED SOURCES AND USES OF FUNDS .....	33
DEBT SERVICE REQUIREMENTS.....	34
THE DISTRICT.....	35
General.....	35
Legal Powers and Authority .....	35
Board of Supervisors.....	36
The District Manager and Other Consultants .....	37
Prior Indebtedness.....	37
THE CAPITAL IMPROVEMENT PLAN AND ASSESSMENT AREA TWO PROJECT .....	38
THE DEVELOPMENT .....	40
General.....	40
Assessment Area One Status Update .....	41
Builder Contract.....	41
Land Acquisition and Finance Plan .....	41



**TABLE OF CONTENTS**  
(continued)

Development Plan/Status .....	42
Residential Product Offerings.....	42
Zoning and Development Approvals .....	42
Environmental.....	43
Amenities .....	43
Utilities.....	43
Taxes, Fees and Assessments .....	43
Education .....	44
Competition.....	44
THE DEVELOPER .....	45
ASSESSMENT METHODOLOGY .....	45
TAX MATTERS.....	46
AGREEMENT BY THE STATE .....	48
LEGALITY FOR INVESTMENT .....	48
SUITABILITY FOR INVESTMENT .....	49
ENFORCEABILITY OF REMEDIES .....	49
FINANCIAL STATEMENTS .....	49
LITIGATION.....	50
The District .....	50
The Developer and Horton.....	50
NO RATING.....	50
DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS .....	50
CONTINUING DISCLOSURE.....	51
UNDERWRITING .....	51
EXPERTS .....	52
CONTINGENT FEES .....	52
VALIDATION.....	52
FORWARD-LOOKING STATEMENTS .....	52
LEGAL MATTERS.....	53
MISCELLANEOUS .....	53
AUTHORIZATION AND APPROVAL.....	53
 <u>APPENDICES</u>	
APPENDIX A – ENGINEER’S REPORT	
APPENDIX B – COPY OF MASTER TRUST INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL TRUST INDENTURE	
APPENDIX C – PROPOSED FORM OF OPINION OF BOND COUNSEL	
APPENDIX D – PROPOSED FORM OF DISCLOSURE AGREEMENT	
APPENDIX E – ASSESSMENT METHODOLOGY	
APPENDIX F – AUDITED FINANCIAL STATEMENTS AS OF THE FISCAL YEAR ENDED SEPTEMBER 30, 2019	

## LIMITED OFFERING MEMORANDUM

\$ \_\_\_\_\_\*

**EAST BONITA BEACH ROAD COMMUNITY DEVELOPMENT DISTRICT  
(CITY OF BONITA SPRINGS, FLORIDA)  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020  
(ASSESSMENT AREA TWO)**

### INTRODUCTION

The purpose of this Limited Offering Memorandum is to provide certain information in connection with the offering for sale by East Bonita Beach Road Community Development District (the “District”) of its \$ \_\_\_\_\_\* aggregate principal amount of East Bonita Beach Road Community Development District Special Assessment Revenue Bonds, Series 2020 (Assessment Area Two) (the “Series 2020 Bonds”).

THE SERIES 2020 BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. PURSUANT TO APPLICABLE STATE LAW, THE UNDERWRITER IS LIMITING THIS INITIAL OFFERING OF THE SERIES 2020 BONDS TO ONLY ACCREDITED INVESTORS WITHIN THE MEANING OF THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. THE LIMITATION OF THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFER IN ANY SECONDARY MARKET FOR THE SERIES 2020 BONDS. POTENTIAL INVESTORS ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE SERIES 2020 BONDS. SEE “BONDOWNERS’ RISKS” AND “SUITABILITY FOR INVESTMENT” HEREIN.

This introduction is not a summary of this Limited Offering Memorandum. It is only a description of and guide to, and is qualified by, the information contained in the entire Limited Offering Memorandum, including the cover page and appendices hereto, and the documents summarized or described herein. The information provided in this Limited Offering Memorandum is made only by means of the entire Limited Offering Memorandum taken as a whole, and a full review should be made of the entire Limited Offering Memorandum prior to making any investment decision.

The District is a local unit of special-purpose government of the State of Florida (the “State”), created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”) and Ordinance No. 08-02 duly enacted by the City Council (the “City Council”) of the City of Bonita Springs, Florida (the “City”) on February 20, 2008 and effective on March 21, 2008 (the “Original Ordinance”), as amended by Ordinance No. 16-02 duly enacted by the City Council on March 2, 2016 and effective on April 1, 2016 (the “Contraction Ordinance” and, together with the Original Ordinance, the “Ordinance”), which contracted the boundaries of the District by approximately 126.40+/- acres. The District was created for the purpose of delivering certain community development services and facilities for the benefit of District Lands (as hereinafter defined), and has previously determined to undertake the

---

\* Preliminary, subject to change.

acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of certain District Lands, including the lands designated as Assessment Area Two (as hereinafter defined). The Act authorizes the District to issue bonds for the purpose of, among others, financing, funding, refinancing, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping water management, water supply, sewer and wastewater management, bridges or culverts, public roads, street lights, real property and other basic infrastructure projects within or without the boundaries of the District as provided in the Act. For more complete information about the District, its Board of Supervisors (the “Board”) and the District Manager, see “THE DISTRICT” herein.

The District originally contained approximately 294.85+/- gross acres. After the City Council adopted the Contraction Ordinance, the District Lands consist of approximately 168.45+/- gross acres of land located entirely within the incorporated area of the City in Lee County, Florida (the “County”). The District Lands are being developed as a residential community known as “Seasons at Bonita” (the “Development”). At build-out, the Development is planned to contain approximately 548 single-family homes. The District created two separate assessment areas to facilitate the financing of the Development. Approximately 102.69+/- gross acres within the District (“Assessment Area One”) is planned to contain approximately 284 single-family units. Approximately 65.76+/- acres within the District (“Assessment Area Two”) is planned to contain approximately 264 single family homes. The Series 2020 Bonds are payable from and secured solely by the 2020 Trust Estate which consists primarily of revenues from the Series 2020 Assessments (as hereinafter defined). The Series 2020 Assessments will initially be levied on the 65.76+/- acres of land which comprise Assessment Area Two. As lots are platted, the Series 2020 Assessments will be assigned to the 264 single-family residential lots planned for Assessment Area Two on a first platted, first assigned basis as set forth in the Assessment Methodology attached hereto. See “SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS,” “THE DEVELOPMENT – Development Plan/Status,” “ASSESSMENT METHODOLOGY” and “APPENDIX E – ASSESSMENT METHODOLOGY” herein.

Forestar (USA) Real Estate Group Inc., a Delaware corporation (the “Developer”), is developing the lands in Assessment Area Two and selling developed lots to D.R. Horton, Inc., a Delaware corporation (“Horton”) who intends to market and construct homes for sale to end users. See “THE DEVELOPMENT – Builder Contract” herein. See “THE DEVELOPMENT” and “THE DEVELOPER” herein for additional information regarding the Developer and the Development.

The Series 2020 Bonds are being issued by the District pursuant to the Act, Resolutions No. 2018-03 and No. 2020-\_\_ duly adopted by the Board of Supervisors of the District (the “Board”) on November 20, 2017 and September 21, 2020, respectively and secured pursuant a Master Trust Indenture dated as of September 1, 2018 (the “Master Indenture”), as supplemented by a Second Supplemental Trust Indenture dated as of \_\_\_\_\_ 1, 2020 (the “Second Supplemental Indenture” and, together with the Master Indenture, the “Indenture”), each by and between the District and U.S. Bank National Association, as trustee (the “Trustee”). Reference is made to the Indenture for a statement of the authority for, and the terms and provisions of, the Series 2020 Bonds. All capitalized terms used in this Limited Offering Memorandum that are not defined herein shall have the meanings assigned to them in the Indenture. See “APPENDIX B – COPY OF MASTER TRUST INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL TRUST INDENTURE” herein.

Proceeds of the Series 2020 Bonds will be used to provide funds to: (i) finance the cost of acquisition, construction, installation and equipping of a portion of the Assessment Area Two Project (as hereinafter defined), (ii) fund the 2020 Reserve Account (as hereinafter defined) in an amount equal to the 2020 Reserve Account Requirement (as hereinafter defined), (iii) [make a deposit to the 2020 Interest Account (as hereinafter defined) to pay interest on the Series 2020 Bonds through May 1, 2021 and (iv)] pay the costs of issuance of the Series 2020 Bonds. See “THE CAPITAL IMPROVEMENT PLAN AND ASSESSMENT AREA TWO PROJECT” and “and “ESTIMATED SOURCES AND USES OF FUNDS” herein.

THE SERIES 2020 BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY OUT OF THE 2020 TRUST ESTATE PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE CITY, THE COUNTY, THE STATE OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2020 BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE INDENTURE TO LEVY, AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SERIES 2020 ASSESSMENTS TO SECURE AND PAY THE SERIES 2020 BONDS. THE SERIES 2020 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE CITY, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. See “SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS” HEREIN.

There follows in this Limited Offering Memorandum brief descriptions of the District, the Development, the Developer and the District’s Capital Improvement Plan, including the Assessment Area Two Project, together with summaries of the terms of the Series 2020 Bonds, the Indenture and certain provisions of the Act. All references herein to the Indenture and the Act are qualified in their entirety by reference to such documents and statutes and all references to the Series 2020 Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indenture. The copy of the Master Trust Indenture and proposed form of the Second Supplemental Indenture appear as Appendix B attached hereto.

This Limited Offering Memorandum speaks only as of its date and the information contained herein is subject to change.

## **DESCRIPTION OF THE SERIES 2020 BONDS**

### **General Description**

The Series 2020 Bonds are issuable only as fully registered bonds, without coupons, in the denominations of \$5,000 and any integral multiple thereof. The Series 2020 Bonds will mature, subject to the redemption provisions set forth herein, on the dates and in the amounts set forth on the inside cover page hereof.

The Series 2020 Bonds will be dated as of the date of initial delivery. Interest on the Series 2020 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. “Interest Payment Date” means May 1 and November 1 of each year, commencing May 1, 2021.

Interest on the Series 2020 Bonds will be computed on the basis of a 360-day year consisting of twelve thirty-day months. “Quarterly Redemption Date” means each February 1, May 1, August 1 and November 1 of each year.

Upon initial issuance, the ownership of the Series 2020 Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company (“DTC”), New York, New York, and purchases of beneficial interests in the Series 2020 Bonds will be made in book-entry only form. The Series 2020 Bonds will initially be sold only to “Accredited Investors” within the meaning of Chapter 517, Florida Statutes, as amended, and the rules of the Florida Department of Financial Services promulgated thereunder, although there is no limitation on resales of the Series 2020 Bonds. See “DESCRIPTION OF THE SERIES 2020 BONDS – Book-Entry Only System” and “SUITABILITY FOR INVESTMENT” below.

U.S. Bank National Association is the initial Trustee, Paying Agent and Registrar for the Series 2020 Bonds.

### **Redemption Provisions**

Optional Redemption. The Series 2020 Bonds are subject to redemption at the option of the District prior to maturity, in whole or in part, on any date on or after \_\_\_\_\_ 1, 20\_\_ at the Redemption Price of 100% of the principal amount to be redeemed plus accrued interest to the Quarterly Redemption Date.

Mandatory Redemption. The Series 2020 Bonds maturing \_\_\_\_\_ 1, 20\_\_ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2020 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the Quarterly Redemption Date, on \_\_\_\_\_ 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u>
	\$

\*

---

\*Maturity

The Series 2020 Bonds maturing \_\_\_\_\_ 1, 20\_\_ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2020 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the Quarterly Redemption Date, on \_\_\_\_\_ 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u>
	\$

\*

---

\*Maturity

The Series 2020 Bonds maturing \_\_\_\_\_ 1, 20\_\_ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2020 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the Quarterly Redemption Date, on \_\_\_\_\_ 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u>
	\$

\*

---

\*Maturity

Any Series 2020 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2020 Bonds.

Upon redemption or purchase of the Series 2020 Bonds (other than redemption in accordance with scheduled Amortization Installments), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so that debt service on the Series 2020 Bonds is amortized in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2020 Bonds.

Extraordinary Mandatory Redemption. The Series 2020 Bonds are subject to extraordinary mandatory redemption prior to scheduled maturity, in whole on any date or in part on any Quarterly Redemption Date, and if in part on a pro rata basis calculated by the District determined by the ratio of the Outstanding principal amount of each maturity of the Series 2020 Bonds treating for such purposes each Amortization Installment as a maturity divided by the aggregate principal amount of Outstanding Series 2020 Bonds and as otherwise provided in the Indenture, at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest

to the Quarterly Redemption Date, if and to the extent that any one or more of the following shall have occurred:

- (i) On or after the Completion Date of the Assessment Area Two Project by application of moneys transferred from the 2020 Acquisition and Construction Account to the 2020 Prepayment Account in accordance with the terms of the Indenture; or
- (ii) Amounts are deposited into the 2020 Prepayment Account from the prepayment of Series 2020 Assessments and from amounts deposited into the 2020 Prepayment Account from any other sources; or
- (iii) When the amount on deposit in the 2020 Reserve Account, together with other moneys available therefor are sufficient to pay and redeem all the Series 2020 Bonds then Outstanding as provided in the Second Supplemental Indenture.

Except as otherwise provided in the Indenture, if less than all of the Series 2020 Bonds of a maturity subject to redemption shall be called for redemption, the particular such Series 2020 Bonds or portions of such Series 2020 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Notice of Redemption. Notice of each redemption of Series 2020 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the Quarterly Redemption Date to each Registered Owner of Series 2020 Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2020 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2020 Bonds or such portions thereof on such date, interest on such Series 2020 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2020 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2020 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent.

### **Book-Entry Only System**

*The information in this caption concerning DTC and DTC's book-entry system has been obtained from DTC and neither the District nor the Underwriter make any representation or warranty or take any responsibility for the accuracy or completeness of such information.*

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Series 2020 Bonds. The Series 2020 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2020 Bond certificate will be issued for each maturity of the Series 2020 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has an S&P Global Ratings, a division of S&P Global Inc. rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Series 2020 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2020 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2020 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2020 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2020 Bonds, except in the event that use of the book-entry system for the Series 2020 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2020 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2020 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2020 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2020 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.



Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2020 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2020 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2020 Bond documents. For example, Beneficial Owners of Series 2020 Bonds may wish to ascertain that the nominee holding the Series 2020 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2020 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2020 Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2020 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2020 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and interest payments on the Series 2020 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2020 Bonds at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2020 Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Series 2020 Bond certificates will be printed and delivered to DTC.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE SERIES 2020 BONDS, AS NOMINEE OF DTC, REFERENCES HEREIN TO THE OWNERS OR HOLDERS OF THE SERIES 2020 BONDS OR REGISTERED OWNERS OF THE SERIES 2020 BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE BONDS.

The District can make no assurances that DTC will distribute payments of principal of, redemption price, if any, or interest on the Series 2020 Bonds to the Direct Participants, or that Direct and Indirect Participants will distribute payments of principal of, redemption price, if any, or interest on the Series 2020 Bonds or redemption notices to the Beneficial Owners of such Series 2020 Bonds or that they will do so on a timely basis, or that DTC or any of its Participants will act in a manner described in this Limited Offering Memorandum. The District is not responsible or liable for the failure of DTC to make any payment to any Direct Participant or failure of any Direct or Indirect Participant to give any notice or make any payment to a Beneficial Owner in respect to the Series 2020 Bonds or any error or delay relating thereto.

## **SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS**

### **General**

THE SERIES 2020 BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY OUT OF THE 2020 TRUST ESTATE PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE CITY, THE COUNTY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2020 BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SERIES 2020 ASSESSMENTS TO SECURE AND PAY THE SERIES 2020 BONDS. THE SERIES 2020 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE CITY, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

The Series 2020 Bonds will be secured by a pledge of the 2020 Trust Estate. “2020 Trust Estate” shall mean with respect to the Series 2020 Bonds (a) all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions of the Master Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture, the revenues derived by the District from the Series 2020 Assessments levied and imposed pursuant to the Assessment Proceedings (as defined in the Second Supplemental Indenture) as the same may be amended from time to time, and (b) the Funds and Accounts (except for the 2020 Rebate Account and the 2020 Cost of Issuance Account) established under the Second Supplemental Indenture; provided, however, that the Series 2020 Assessments shall not include “special assessments” levied and collected by the District under Section 190.022 of the Act for maintenance purposes or “maintenance assessments” levied and collected by the District under Section 190.021(3) of the Act.

The “Series 2020 Assessments” shall mean the Special Assessments levied on that portion of the District Lands specially benefited by the Assessment Area Two Project all as described in the Assessment Proceedings. The Series 2020 Assessments correspond in amount to the debt service on the Series 2020 Bonds and are designated as such in the Assessment Methodology. The Assessment Methodology, which describes the methodology for allocating the Series 2020 Assessments to the assessable lands within the District is included as APPENDIX E hereto. The Series 2020 Assessments were levied pursuant to Section 190.022 of the Act, and the Assessment Resolution (as defined in the Second Supplemental Indenture) and assessment proceedings conducted by the District (together with the Assessment Resolution, the “Assessment Proceedings”). Non-ad valorem assessments are not based on millage and are not taxes, but are a lien against the homestead as permitted in Section 4, Article X of the Florida State Constitution. The Series 2020 Assessments will constitute a lien against the land as to which the Series 2020 Assessments are imposed. See “ENFORCEMENT OF ASSESSMENT COLLECTIONS” and “ASSESSMENT METHODOLOGY” herein.

As described below, the Series 2020 Bonds are secured by the Series 2020 Assessments levied solely on the assessable lands within Assessment Area Two and no special assessments securing the Series 2020 Bonds will be levied on any other lands within the District.

**Assessment Methodology/Projected Level of District Assessments**

As set forth in the Assessment Methodology, the Series 2020 Bonds will be secured by the Series 2020 Assessments which will initially be levied on the 65.76+/- acres of land which comprise Assessment Area Two. As lots are platted, the Series 2020 Assessments will be assigned to the 264 single-family residential lots planned for Assessment Area Two on a first platted, first assigned basis as set forth in the Assessment Methodology attached hereto. See “THE DEVELOPMENT – Development Plan/Status” and “ASSESSMENT METHODOLOGY” herein.

<u>Product Type</u>	<u>No. of Units</u>	<u>Estimated Annual Series 2020 Assessments Per Unit*</u>
Single-Family - 40'	99	\$
Single-Family - 50'	82	
Single-Family - 60'	<u>83</u>	
	264	

\* Preliminary, subject to change. This amount will be grossed up to include early payment discounts of 4% and County collection fees.

The District anticipates levying assessments to cover its operation and maintenance costs that will initially be approximately \$251.14 per residential unit annually; which amount is subject to change. In addition, residents will be required to pay homeowners’ association fees and an amenity fee which currently are estimated initially to be approximately \$286.78 per forty-foot (40’) lot, \$288.78 per fifty-foot (50’) lot and \$301.78 per sixty-foot (60’) lot monthly, which amount is subject to change. The land within the District has been and is expected to continue to be subject to taxes and assessments imposed by taxing authorities other than the District. The total millage rate imposed on taxable properties in the District for 2019 was approximately 14.3663 mills, which millage rate is subject to change. These taxes would be payable in addition to the

Series 2020 Assessments and any other assessments levied by the District, which amount is subject to change. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the City, the County and the School District of Lee County, Florida may each levy ad valorem taxes upon the land in the District. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes levied by these other entities could be substantially higher than in the current year. See “THE DEVELOPMENT – Taxes, Assessments and Fees” for more information.

### **Prepayment of Special Assessments**

Pursuant to the Assessment Proceedings of the District, an owner of property subject to the Series 2020 Assessments may pay all or a portion of the principal balance of such Series 2020 Assessments remaining due at any time if there is also paid an amount equal to the interest that would otherwise be due on such balance on the next succeeding Quarterly Redemption Date for the Series 2020 Bonds, or, if prepaid during the forty-five (45) day period preceding such Quarterly Redemption Date, on the second succeeding Quarterly Redemption Date.

Pursuant to the Act, an owner of property subject to the levy of Series 2020 Assessments may pay the entire balance of the Series 2020 Assessments remaining due, without interest, within thirty (30) days after the Assessment Area Two Project has been completed or acquired by the District, and the Board has adopted a resolution accepting the Assessment Area Two Project pursuant to Chapter 170.09, Florida Statutes. The Developer and Horton, as owners of the property within Assessment Area Two of the District, will covenant to waive this right in connection with the issuance of the Series 2020 Bonds pursuant to a “Declaration of Consent to Jurisdiction of East Bonita Beach Road Community Development District and to Imposition of Special Assessments” to be executed and delivered by the Developer contemporaneously with the issuance of the Series 2020 Bonds. Such declaration will be recorded in the public records of the County, and the covenants contained therein will be binding on future landowners of the District.

Any prepayment of Series 2020 Assessments will result in the extraordinary mandatory redemption of a portion of the Series 2020 Bonds as indicated under “DESCRIPTION OF THE SERIES 2020 BONDS - Redemption Provisions - Extraordinary Mandatory Redemption.” The prepayment of Series 2020 Assessments does not entitle the owner of the property to a discount for early payment.

### **[Completion Agreement**

In connection with the issuance of the Series 2020 Bonds, the District and the Developer will enter into an agreement pursuant to which the Developer will agree to complete or provide funds to complete the Assessment Area Two Project to the extent that proceeds of the Series 2020 Bonds are insufficient therefor (the “Completion Agreement”). Remedies for a default under the Completion Agreement include damages and/or specific performance.

### **True-Up Agreement**

In connection with the issuance of the Series 2020 Bonds, the District and Developer will enter into an agreement pursuant to which the Developer agrees that at the time of recording of

any and all plats containing any portion of Assessment Area Two, such plat shall be presented to the District for review and allocation of the Series 2020 Assessments to the units being platted and the remaining property in accordance with the Assessment Methodology (the “True-Up Agreement”). At the time that any plat is presented to the District, the District will determine if the par amount of outstanding Series 2020 Bonds will be assigned to the total number of units to be developed, taking into account the submitted plat. If not, the District will determine the remaining par amount of outstanding Series 2020 Bonds unassigned to units and the total number of developable acres owned by the Developer remaining to be platted and will determine if the maximum par debt per acre, as provided in the Assessment Methodology, is exceeded. If the maximum par debt per acre is exceeded, a debt reduction payment in the amount equal to the par debt that is not capable of being assigned to the total number of developable acres, plus any applicable interest charges and collection fees shall become due and payable prior to the District’s approval of the plat, in addition to the regular assessment installment payable for lands owned by the Developer for that tax year.

### **Collateral Assignment and Assumption of Development and Contract Rights**

As a condition precedent to the issuance of the Series 2020 Bonds, and as an inducement for the Bondholders to purchase the Series 2020 Bonds, the Developer will execute and deliver to the District a Collateral Assignment and Assumption of Development Rights (the “Collateral Assignment”) relating to the Assessment Area Two Project, pursuant to which the Developer will collaterally assign to the District or its designee, and to the extent assignable, and to the extent that they are owned or controlled by the Developer or subsequently acquired by the Developer, and subject to the limitations set forth below, all of its development rights relating to the development of the Assessment Area Two Project, and Developer’s rights as declarant of the homeowners’ or property owners’ association with respect to, and to the extent of the unit parcels within the District Lands encumbered by the Series 2020 Assessments not conveyed to third parties as of the date of the Collateral Assignment (collectively, the “Development Rights”), as security for Developer’s payment and performance and discharge of its obligation to pay the Series 2020 Assessments levied against the District Lands owned by the Developer from time to time, subject to the terms and conditions therein. The Development Rights include the following, as they pertain to the development of the Assessment Area Two Project and Assessment Area Two: (a) any declaration of covenants of a homeowners’ association governing the District Lands owned by the Developer, as recorded in the Official Records of Lee County, Florida, and as the same may be supplemented, amended and restated from time to time, including, without limitation, all of the right, title, interest, powers, privileges, benefits and options controlled by the Developer thereunder; (b) engineering and construction plans and specifications for grading, roadways, traffic capacity analyses, site drainage, stormwater drainage, signage, water distribution, waste-water collection, and other improvements to or affecting Assessment Area Two; (c) preliminary and final plats and/or site plans for Assessment Area Two; (d) architectural plans and specifications for buildings and other improvements to Assessment Area Two, other than those associated with homebuilding and home construction; (e) permits, approvals, agreements, resolutions, variances, licenses, and franchises and applications therefor whether approved or in process pending before or granted by governmental authorities, or any of their respective agencies, for or affecting the development of Assessment Area Two or the Assessment Area Two Project and construction of improvements thereon; (f) contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the development of Assessment Area Two or the

Assessment Area Two Project or the construction of improvements thereon, together with all warranties, guaranties and indemnities of any kind or nature associated therewith; (g) franchise or other agreements for the provision of water and waste water service to the Assessment Area Two, and all hookup fees and utility deposits paid by Developer in connection therewith; (h) permit fees, deposits and other assessments and impositions paid by Developer to any governmental authority or utility and capacity reservations, impact fee credits and other credits due to Developer from any governmental authority or utility provider to the extent that the improvements for which such credits are granted were financed by the District, including credit for any dedication or contribution of Assessment Area Two by Developer in connection with the development of Assessment Area Two or the construction of improvements thereon; and (i) all future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing and any guarantees of performance of obligations to Developer arising thereunder by any means, including, but not limited to, pursuant to governmental requirements, administrative or formal action by third parties, or written agreement with governmental authorities or third parties. The Development Rights specifically exclude any portion of the Development Rights listed above which relate solely to: (i) lots which have been conveyed to homebuilders or end-users effective as of such conveyance; and (ii) any portion of the property which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to the County, the City, the District, the Florida Department of Transportation, any homebuilder association, any utility provider, any governmental or quasi-governmental entity, any applicable homeowner's or property owner's association or other governing entity or association as may be required by the Development Rights.

Notwithstanding the above provisions to the contrary, in the event the District forecloses on the lands subject to the Series 2020 Assessments as a result of the Developer's or subsequent landowner's failure to pay such assessments, there is a risk that the District will not have all permits and entitlements necessary to complete the Assessment Area Two Project or the development of Assessment Area Two. See "THE DEVELOPMENT" herein for more information. ][Confirm]

### **Covenant Against Sale or Encumbrance**

In the Indenture, the District will covenant that (a) except for those improvements comprising any project that are to be conveyed or dedicated by the District to the City, the County, the State Department of Transportation or another governmental entity and (b) except as otherwise permitted in the Indenture, it will not sell, lease or otherwise dispose of or encumber any Project or any part thereof. See "APPENDIX B – COPY OF MASTER TRUST INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL TRUST INDENTURE" herein.

### **2020 Reserve Account**

The Indenture creates a 2020 Reserve Account within the Debt Service Reserve Fund solely for the benefit of the Series 2020 Bonds. The 2020 Reserve Account will, at the time of delivery of the Series 2020 Bonds, be funded from a portion of the proceeds of the Series 2020 Bonds in an amount equal to the 2020 Reserve Account Requirement. "2020 Reserve Account Requirement" shall mean fifty percent (50%) of the maximum annual Debt Service Requirement for the Series 2020 Bonds, as of the dated date of the Series 2020 Bonds. Any amount in the 2020 Reserve Account may, upon final maturity or redemption of all Outstanding Series 2020 Bonds,

be used to pay principal of and interest on the Series 2020 Bonds at that time. The 2020 Reserve Account Requirement for the Series 2020 Bonds shall be equal to \$\_\_\_\_\_.

All earnings on investments in the 2020 Reserve Account shall be deposited to the 2020 Revenue Account provided no deficiency exists in the 2020 Reserve Account and if a deficiency does exist earnings shall remain on deposit in the 2020 Reserve Account until the deficiency is cured.

Notwithstanding the foregoing, on the earliest date on which there is on deposit in the 2020 Reserve Account, sufficient monies, taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2020 Bonds, together with accrued interest on such Series 2020 Bonds to the earliest date of redemption, then the Trustee shall use the amount on deposit in the 2020 Reserve Account to pay and redeem all of the Outstanding Series 2020 Bonds on the earliest such date.

### **Deposit and Application of the 2020 Pledged Revenues**

Pursuant to the Indenture, the Trustee shall transfer from amounts on deposit in the 2020 Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, to the 2020 Interest Account of the Debt Service Fund, an amount equal to the amount of interest payable on all Series 2020 Bonds then Outstanding on such May 1 or November 1, less any other amount already on deposit in the 2020 Interest Account not previously credited;

SECOND, beginning on November 1, 20\_\_\_\_, and no later than the Business Day next preceding each November 1 thereafter while Series 2020 Bonds remain Outstanding, to the 2020 Sinking Fund Account, an amount equal to the Amortization Installment on the Series 2020 Bonds due on such November 1 or the principal maturing on such November 1, less any amount on deposit in the 2020 Sinking Fund Account not previously credited;

THIRD, to the 2020 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the 2020 Reserve Account Requirement with respect to the 2020 Bonds; and

FOURTH, the balance shall be retained in the 2020 Revenue Account.

It shall not constitute an Event of Default under the Indenture if the full amount of the foregoing deposits are not made due to an insufficiency of funds therefor; provided, however, that nothing in this paragraph is meant to change what are otherwise Events of Default as provided for in the Indenture.

### **Investment or Deposit of Funds**

The Trustee shall, as directed by the District in writing, invest moneys on deposit in all of the Funds and Accounts held as security for the Series 2020 Bonds only in 2020 Investment Obligations. Pursuant to the Indenture, “2020 Investment Obligations” means those obligations described under the definition of “Investment Securities” in the Master Indenture. Earnings on

investments in the 2020 Acquisition and Construction Account and 2020 Cost of Issuance Account shall be retained as realized, in such Accounts and used for the purpose of such Accounts. Earnings on investments in the 2020 Revenue Account, 2020 Sinking Fund Account, the 2020 Interest Account and the 2020 Prepayment Account in the Bond Redemption Fund shall be deposited, as realized, to the credit of the 2020 Revenue Account and used for the purpose of such Account. Earnings on investments in the 2020 Reserve Account shall be disposed of as provided in the Indenture. See “APPENDIX B – COPY OF MASTER TRUST INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL TRUST INDENTURE” herein. All deposits in time accounts shall be subject to withdrawal without penalty and all investments shall mature or be subject to redemption by the holder without penalty, not later than the date when the amounts will foreseeably be needed for purposes set forth in the Indenture. All securities securing investments under the Indenture shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee, as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than \$50,000,000. The interest and income received upon such investments and any interest paid by the Trustee or any other depository of any Fund or Account and any profit or loss resulting from the sale of securities shall be added or charged to the Fund or Account for which such investments are made; provided, however, that if the amount in any Fund or Account equals or exceeds the amount required to be on deposit therein, subject to the Indenture, any interest and other income so received shall be deposited as provided above. Upon written request of the District, or on its own initiative whenever payment is to be made out of any Fund or Account, the Trustee shall sell such securities as may be requested to make the payment and restore the proceeds to the Fund or Account in which the securities were held. The Trustee shall not be accountable for any depreciation in the value of any such security or for any loss resulting from the sale thereof, except as provided in the Indenture. If net proceeds from the sale of securities held in any Fund or Account shall be less than the amount invested and, as a result, the amount on deposit in such Fund or Account is less than the amount required to be on deposit in such Fund or Account, the amount of such deficit shall be transferred to such Fund or Account from the related Series Account of the Revenue Fund.

Absent specific instructions as aforesaid, or absent a standing written direction from the District for the investment of such moneys, the Trustee shall not be liable or responsible for keeping the moneys invested. The Trustee shall not be liable or responsible for any loss or entitled to any gain resulting from any investment or sale upon the investment instructions of the District or otherwise, including that set forth in the first sentence of this paragraph. The Trustee may make any investments permitted by the provisions of this section through its own bond department or investment department.

### **Covenant to Levy the Series 2020 Assessments**

The District has covenanted to levy the Series 2020 Assessments to the extent and in the amount sufficient to pay debt service on the Series 2020 Bonds when due. If any Series 2020 Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the District shall be satisfied that any such Series 2020 Assessment is so irregular or defective that the same cannot be enforced or collected, or if the District shall have omitted to make such Series 2020 Assessment when it might have done so, the District shall either (i) take all necessary steps to cause new Series 2020 Assessments to be made for the whole or any part of such improvement or against any property benefited by such improvement, or (ii) in its sole



discretion, make up the amount of such Series 2020 Assessments from legally available moneys, which moneys shall be deposited into the 2020 Revenue Account. In case such second Series 2020 Assessment shall be annulled, the District shall obtain and make other Series 2020 Assessments until a valid Series 2020 Assessment shall be made.

### **Additional Obligations**

The District will covenant in the Indenture that other than Bonds issued to refund a portion of the Outstanding Series 2020 Bonds, the issuance of which as determined by the District results in present value debt service savings, the District shall not, while any Series 2020 Bonds are outstanding, issue or incur any debt payable in whole or in part from the 2020 Trust Estate. In addition, the District will covenant in the Indenture not to issue any other Bonds or other debt obligations secured by Series 2020 Assessments on assessable lands which are also encumbered by the Series 2020 Assessments for any capital project unless the Series 2020 Assessments have been Substantially Absorbed. "Substantially Absorbed" means the date at least 90% of the principal portion of the Series 2020 Assessments have been assigned to residential units that have received certificates of occupancy. The Trustee and the District may rely on a certificate from the District Manager regarding such status of the residential units and the Series 2020 Assessments and in the absence of receipt of such certificate, may assume Substantial Absorption has not occurred. The District may issue Bonds or other debt obligations secured by Special Assessments on assessable lands not encumbered by the Series 2020 Assessments without limitation except as limited by the documents pursuant to which such Bonds or debt are issued.

### **Events of Default and Remedies**

Events of Default Defined. The Master Indenture provides that each of the following shall be an "Event of Default" under the Master Indenture, with respect to the Series 2020 Bonds:

- (a) if payment of any installment of interest on the Series 2020 Bonds is not made when it becomes due and payable; or
- (b) if payment of the principal or Redemption Price on the Series 2020 Bonds is not made when it becomes due and payable at maturity or upon call or presentation for redemption; or
- (c) if the District, for any reason, fails in, or is rendered incapable of, fulfilling its obligations under the Indenture or under the Act, which may be determined solely by the Majority Owners of the Series 2020 Bonds; or
- (d) if the District proposes or makes an assignment for the benefit of creditors or enters into a composition agreement with all or a material part of its creditors, or a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, is appointed for the District or any of its assets or revenues, or there is commenced any proceeding in liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, local, state or federal, by or against the District and if such is not vacated, dismissed or stayed on appeal within ninety (90) days; or
- (e) if the District defaults in the due and punctual performance of any other covenant in the Indenture or the Series 2020 Bonds and such default continues for sixty (60) days after

written notice requiring the same to be remedied shall have been given to the District by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Majority Owners of the Series 2020 Bonds; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the District shall commence such performance within such sixty (60) day period and shall diligently and continuously prosecute the same to completion; or

(f) if at any time the amount in the 2020 Reserve Account of the Debt Service Reserve Fund or any Account therein is less than the 2020 Reserve Account Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the 2020 Reserve Account Requirement on the Series 2020 Bonds and such amount has not been restored within one hundred twenty (120) days of such withdrawal.

In addition to the events above set forth in the Master Indenture, each of the following events shall be an Event of Default pursuant to the Second Supplemental Indenture with respect to the Series 2020 Bonds:

(a) any portion of the Series 2020 Assessments pledged to the Series 2020 Bonds shall have become delinquent and, as the result thereof, the Indenture authorizes the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in 2020 Reserve Account to pay the Debt Service Requirements on the Series 2020 Bonds (regardless of whether the Trustee does or does not actually withdraw such funds from the 2020 Reserve Account to pay the Debt Service Requirements on the Series 2020 Bonds) (the foregoing being referred to as a “2020 Reserve Account Event”) unless within sixty (60) days from the 2020 Reserve Account Event the District has either paid to the Trustee (i) the amounts, if any, withdrawn from the 2020 Reserve Account or (ii) the portion of the Delinquent Assessment Principal and Delinquent Assessment Interest giving rise to the 2020 Reserve Account Event are no longer delinquent Assessments; and

(b) more than fifteen percent (15%) of the operation and maintenance assessments that are directly billed by the District and levied by the District on tax parcels subject to the Series 2020 Assessments are not paid by the date such are due and payable and such default continues for sixty (60) days after the date when due.

Legal Proceedings by Trustee. If any Event of Default with respect to the Series 2020 Bonds has occurred and is continuing, the Trustee, in its discretion may, and upon the written request of the Holders of not less than a majority of the aggregate principal amount of the Outstanding Series 2020 Bonds and receipt of indemnity to its satisfaction shall, in its own name:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Holders of the Series 2020 Bonds, including, without limitation, the right to require the District to carry out any agreements with, or for the benefit of, the Bondholders of the Series 2020 Bonds and to perform its or their duties under the Act;

(b) bring suit upon the Series 2020 Bonds;

(c) by action or suit in equity require the District to account as if it were the trustee of an express trust for the Holders of the Series 2020 Bonds;

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the Series 2020 Bonds; and

(e) by other proceeding in law or equity, exercise all rights and remedies provided for by any other document or instrument securing the Series 2020 Bonds.

No Acceleration; Redemption. No Series 2020 Bonds shall be subject to acceleration unless the Series 2020 Assessments have been accelerated. Upon an Event of Default, no optional redemption or extraordinary mandatory redemption of the Series 2020 Bonds pursuant to the Indenture shall occur unless either all of the Series 2020 Bonds where an Event of Default has occurred will be redeemed or if 100% of the registered owners of the Outstanding Series 2020 Bonds agree to such redemption.

Discontinuance of Proceedings by Trustee. If any proceeding taken by the Trustee on account of any Event of Default is discontinued or is determined adversely to the Trustee, the District, the Trustee, the Paying Agent and the Bondholders shall be restored to their former positions and rights hereunder as though no such proceeding had been taken.

Bondholders May Direct Proceedings. The Holders of a majority in aggregate principal amount of the Outstanding Series 2020 Bonds then subject to remedial proceedings under the Indenture shall have the right to direct the method and place of conducting all remedial proceedings by the Trustee under the Indenture, provided that such directions shall not be otherwise than in accordance with law and the provisions of the Indenture.

## **ENFORCEMENT OF ASSESSMENT COLLECTIONS**

### **General**

The primary source of payment for the Series 2020 Bonds is the collection of Series 2020 Assessments imposed on the assessable lands within Assessment Area Two specially benefited by Assessment Area Two Project pursuant to the Assessment Proceedings. See “ASSESSMENT METHODOLOGY” herein and “APPENDIX E – ASSESSMENT METHODOLOGY.”

The imposition, levy, and collection of Series 2020 Assessments must be done in compliance with the provisions of Florida law. Failure by the District, the Lee County Tax Collector (“Tax Collector”) or the Lee County Property Appraiser (“Property Appraiser”) to comply with such requirements could result in delay in the collection of, or the complete inability to collect, Series 2020 Assessments during any year. Such delays in the collection of Series 2020 Assessments, or complete inability to collect the Series 2020 Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2020 Bonds. See “BONDOWNERS’ RISKS.” To the extent that landowners fail to pay the Series 2020 Assessments, delay payments, or are unable to pay the same, the successful pursuance of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2020 Bonds.

For the Series 2020 Assessments to be valid, the Series 2020 Assessments must meet two requirements: (1) the benefit from the Assessment Area Two Project to the lands subject to the Series 2020 Assessments must exceed or equal the amount of the Series 2020 Assessments, and (2) the Series 2020 Assessments must be fairly and reasonably allocated across all such benefitted properties. The Certificate of the Assessment Consultant, to be delivered at closing of the Series 2020 Bonds, will certify that these requirements have been met with respect to the Series 2020 Assessments. In the event that the Series 2020 Assessments are levied based on the assumptions that future contributions will be made, or that future assessments may be levied to secure future bond issuances, the Series 2020 Assessments may need to be reallocated in the event such contributions are not made and/or future assessments and bonds are not levied and issued.

Pursuant to the Act, and the Assessment Proceedings, the District may collect the Series 2020 Assessments through a variety of methods. See “BONDOWNERS’ RISKS.” Initially, and for undeveloped properties owned by the Developer and subsequent landowners, the District will directly issue annual bills to landowners requiring payment of the Series 2020 Assessments, and will enforce that bill through foreclosure proceedings. See “ASSESSMENT METHODOLOGY” and “APPENDIX E – ASSESSMENT METHODOLOGY.” As lands are developed, the Series 2020 Assessments will be added to the County tax roll and collected pursuant to the Uniform Method. The following is a description of certain statutory provisions relating to each of these collection methods. Such description is not intended to be exhaustive and is qualified in its entirety by reference to such statutes.

THERE CAN BE NO ASSURANCE THAT ANY SALE OF LAND SUBJECT TO DELINQUENT ASSESSMENTS WILL PRODUCE PROCEEDS SUFFICIENT TO PAY THE FULL AMOUNT OF SUCH DELINQUENT ASSESSMENTS PLUS OTHER DELINQUENT TAXES AND ASSESSMENTS APPLICABLE THERETO.

Chapter 170, Florida Statutes, provides that the Series 2020 Assessments constitute a lien on the real property in the District co-equal with all State, County, district and municipal taxes, superior in dignity to all other liens, titles and claims on such real property, until paid, and that the Series 2020 Assessments may be collected as and when needed in an amount sufficient to pay the principal of and interest on the Series 2020 Bonds when due. ALTHOUGH THE LIEN AND THE PROCEEDS OF THE SERIES 2020 ASSESSMENTS WILL SECURE THE SERIES 2020 BONDS, AND SAID LIEN AND PROCEEDS OF THE SERIES 2020 ASSESSMENTS ARE PLEDGED TO THE SERIES 2020 BONDS, THE LIEN OF THE SERIES 2020 ASSESSMENTS MAY BE ON THE SAME PROPERTY AS, AND THEREFOR OVERLAP AND BE CO-EQUAL WITH, THE LIENS IN FAVOR OF OTHER ASSESSMENTS AND/OR TAXES WHICH HAVE BEEN OR MAY BE IMPOSED BY THE DISTRICT, THE COUNTY OR OTHER UNITS OF LOCAL GOVERNMENT HAVING ASSESSMENT POWERS WITHIN THE DISTRICT.

### **Collection and Enforcement of Assessments; Uniform Method Procedure**

The Second Supplemental Indenture provides that, when permitted by applicable law, the Series 2020 Assessments levied on platted lots and pledged to secure the Series 2020 Bonds shall be collected pursuant to the uniform method provided for in Sections 197.3632 and 197.3635, Florida Statutes, (the “Uniform Method”) unless the District determines that it is in its best interests

to collect directly. The Uniform Method of collection is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the Series 2020 Assessments to be levied and then collected in this manner.

If the Uniform Method of collection is used, the Series 2020 Assessments will be collected together with County, school, special district, and other ad valorem taxes and non-ad valorem assessments (together, "Taxes and Assessments"), all of which will appear on the tax bill (also referred to as a "tax notice") issued to each landowner in the District. The statutes relating to enforcement of Taxes and Assessments provide that such Taxes and Assessments become due and payable on November 1 of the year when assessed, or as soon thereafter as the certified tax roll is received by the Tax Collector, and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such taxes and assessments – including the Series 2020 Assessments – are to be billed, and landowners in the District are required to pay, all Taxes and Assessments without preference in payment of any particular increment of the tax bill, such as the increment owing for the Series 2020 Assessments.

All Taxes and Assessments are payable at one time, except for partial payment schedules as may be provided by Florida law such as Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. Therefore, in the event the Series 2020 Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item, would cause the Series 2020 Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the District to make full or punctual payment of the Debt Service requirements on the Series 2020 Bonds.

Under the Uniform Method, if the Series 2020 Assessments are paid during November when due or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. All unpaid Taxes and Assessments become delinquent on April 1 of the year following assessment.

The Tax Collector is required to collect the Taxes and Assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such Taxes and Assessments through the sale of "tax certificates," as discussed below. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process. Neither the District nor the Underwriter can give any assurance to the holders of the Series 2020 Bonds (1) that the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Series 2020 Assessments, (2) that future landowners and taxpayers in the District will pay such Series 2020 Assessments, (3) that a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the District, and (4) that the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Assessment Proceedings to discharge the lien of the Series 2020 Assessments and all other liens that are coequal therewith.

Collection of delinquent Series 2020 Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of “tax certificates” and remittance of the proceeds of such sale to the District for payment of the Series 2020 Assessments due. Prior to the sale of tax certificates, the landowner may bring current the delinquent Taxes and Assessments and cancel the tax certificate process by paying the total amount of delinquent Taxes and Assessments plus all applicable interest, costs and charges. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates by public bid to the person who pays the delinquent Taxes and Assessments owing, and any applicable interest, costs and charges, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than 18%).

If there are no bidders, the tax certificate is issued to the County. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest, which is currently 18%. The Tax Collector does not collect any money if tax certificates are issued, or struck off, to the County. The County may sell such certificates to the public at any time after issuance, but before a tax deed application is made, at the face amount thereof plus interest at the rate of not more than 18% per annum, costs and charges. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the Series 2020 Assessments), interest, costs and charges on the real property described in the certificate.

Any tax certificate in the hands of a person other than the County may be redeemed and canceled, in whole or in part (under certain circumstances), at any time before a tax deed is issued (unless full payment for a tax deed is made to the clerk of court, including documentary stamps and recording fees), at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, and charges due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of 5%, unless the rate borne by the certificates is zero percent. The proceeds of such a redemption are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is affected by purchase of such certificates from the County, as described above.

For any holder other than the County, a tax certificate expires seven years after the date of issuance, if a tax deed has not been applied for, and no other administrative or legal proceeding, including a bankruptcy, has existed of record, the tax certificate is null and void. After an initial period ending two years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all other outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due (as well as any costs of resale, if applicable). If the County holds a tax certificate on property valued at \$5,000 or more and has not succeeded in selling it, the County must apply for a tax deed two years after April 1 of the year of issuance of the certificate or as soon thereafter as is reasonable. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

In any such public sale conducted by the Clerk of the Circuit Court, the private holder of the tax certificate who is seeking a tax deed for non-homestead property is deemed to submit a minimum bid equal to the amount required to redeem the tax certificate, charges for the cost of sale, including costs incurred for the service of notice required by statute, redemption of other tax certificates on the land, and all other costs to the applicant for the tax deed, plus interest thereon. In the case of homestead property, the minimum bid is also deemed to include, in addition to the amount of money required for the minimum bid on non-homestead property, an amount equal to one-half of the latest assessed value of the homestead. If there are no higher bids, the holder receives title to the land, and the amounts paid for the certificate and in applying for a tax deed are credited toward the purchase price. The holder is also responsible for payment of any amounts included in the bid not already paid, including but not limited to, documentary stamp tax, recording fees, and, if property is homestead property, the moneys to cover the one-half value of the homestead. If there are other bids, the holder may enter the bidding. The highest bidder is awarded title to the land. The portion of proceeds of such sale needed to redeem the tax certificate, together with all subsequent unpaid taxes plus the costs and expenses of the application for deed, with interest on the total of such sums, are forwarded to the holder thereof or credited to such holder if such holder is the successful bidder. Excess proceeds are distributed first to satisfy governmental liens against the land and then to the former title holder of the property (less service charges), lienholder of record, mortgagees of record, vendees of recorded contracts for deeds, and other lienholders and any other person to whom the land was last assessed on the tax roll for the year in which the land was assessed, all as their interest may appear. If the property is purchased for an amount in excess of the statutory bid of the certificate holder, but such excess is not sufficient to pay all governmental liens of record, the excess shall be paid to each governmental unit pro rata.

Except for certain governmental liens and certain restrictive covenants and restrictions, no right, interest, restriction or other covenant survives the issuance of a tax deed. Thus, for example, outstanding mortgages on property subject to a tax deed would be extinguished.

If there are no bidders at the public sale, the clerk shall enter the land on a list entitled "lands available for taxes" and shall immediately notify the Board of County Commissioners that the property is available. At any time within ninety (90) days from the date the property is placed on the list, the County may purchase the land for the opening bid, or may waive its rights to purchase the property. Thereafter, and without further notice or advertising, any person, the County or any other governmental unit may purchase the land by paying the amount of the opening bid. Ad valorem taxes and non-ad valorem assessments accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three years from the date the property was offered for sale, unsold lands escheat to the County in which they are located, free and clear, and all tax certificates and liens against the property are canceled and a deed is executed vesting title in the governing board of such County.

There can be no guarantee that the Uniform Method will result in the payment of Series 2020 Assessments. For example, the demand for tax certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within the District may affect the demand for certificates and the successful collection of the Series 2020 Assessments, which are the primary source of payment of the Series 2020 Bonds.

Additionally, legal proceedings under Federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates. See “BONDOWNERS’ RISKS.”

### **Collection and Enforcement of Assessments; Direct Billing & Foreclosure Procedure**

The Second Supplemental Indenture provides that, when permitted by applicable law, Series 2020 Assessments levied on unplatted lots or lands shall be billed and collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method (discussed hereinbelow), in each case unless the District determines that it is in its best interests not to do so. Prior to an Event of Default, the election to collect and enforce Series 2020 Assessments in any year pursuant to any one method shall not, to the extent permitted by law, preclude the District from electing to collect and enforce Series 2020 Assessments pursuant to any other method permitted by law in any subsequent year. Following an Event of Default, Series 2020 Assessments levied on platted lots shall be collected pursuant to the Uniform Method and Series 2020 Assessments levied on unplatted lots shall be billed and collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method in each case unless the Trustee, acting at the direction of the Majority Owners of the Series 2020 Bonds Outstanding, provides written direction to use a different method of collection. All Series 2020 Assessments that are billed and collected directly by the District and not via the Uniform Method shall be due and payable by the landowner no later than thirty (30) days prior to each Interest Payment Date; provided, however, that such Series 2020 Assessments shall not be deemed to be delinquent Series 2020 Assessments unless and until same are not paid by the applicable Interest Payment Date with respect to which they have been billed.

As noted above, and pursuant to Chapters 170 and 190, Florida Statutes, the District may directly levy, collect and enforce the Series 2020 Assessments. In this context, Section 170.10, Florida Statutes, provides that upon the failure of any property owner to timely pay all or any part of the annual installment of principal and/or interest of a special assessment due, including the Series 2020 Assessments, the whole assessment, with the interest and penalties thereon, shall immediately become due and payable and subject to foreclosure. Generally stated, the governing body of the entity levying the special assessment, in this case the District, may foreclose by commencing a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or, alternatively, by commencing an action under Chapter 173, Florida Statutes, which relates to foreclosure of municipal tax and special assessment liens. Such proceedings are in rem, meaning that the action would be brought against the land, and not against the landowner. In light of the one year tolling period required before the District may commence a foreclosure action under Chapter 173, Florida Statutes, it is likely the District would commence an action to foreclose in the same manner as the foreclosure of a real estate mortgage rather than proceeding under Chapter 173, Florida Statutes.

Enforcement of the obligation to pay Series 2020 Assessments and the ability to foreclose the lien of such Series 2020 Assessments upon the failure to pay such Series 2020 Assessments may not be readily available or may be limited because enforcement is dependent upon judicial action which is often subject to discretion and delay. Additionally, there is no guarantee that there will be demand for any foreclosed lands sufficient to repay the Series 2020 Assessments. See “BONDOWNERS’ RISKS.”



Certain mortgage lenders have, in recent foreclosure initiated pursuant to Section 170.10, Florida Statutes, alleged in defense that a community development district foreclosing on land subject to an assessment lien must wait a minimum of one (1) year from the date that any assessment or installment thereof, becomes delinquent. At least one (1) Circuit Court is known to have concluded that a community development district is authorized to foreclose pursuant to Chapter 170, Florida Statutes, and, therefore, is not required to wait a minimum of one (1) year; however, the District cannot guarantee the outcome of any legal proceeding in which a similar defense is pled.

## **BONDOWNERS' RISKS**

There are certain risks inherent in an investment in bonds issued by a public authority or governmental body in the State and secured by special assessments. Certain of these risks are described under other headings in this Limited Offering Memorandum. Certain additional risks are associated with the Series 2020 Bonds offered hereby are set forth below. Prospective investors in the Series 2020 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2020 Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment. The information under this heading does not purport to summarize all risks that may be associated with purchasing or owning the Series 2020 Bonds and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety for a more complete description of investment considerations relating to the Series 2020 Bonds.

1. As of the date hereof, the [Developer owns 100% of the lands within Assessment Area Two][Confirm], which are the lands that will be subject to the Series 2020 Assessments securing the Series 2020 Bonds. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS" herein.

2. Payment of the Series 2020 Assessments is primarily dependent upon their timely payment by the Developer and subsequent landowners in the District. See "THE DEVELOPER" herein. In the event of the institution of bankruptcy or similar proceedings with respect to the Developer or any other owner of benefited property, delays could occur in the payment of debt service on the Series 2020 Bonds as such bankruptcy could negatively impact the ability of: (i) the Developer and any other landowner being able to pay the Series 2020 Assessments; (ii) the Tax Collector to sell tax certificates in relation to such property with respect to the Series 2020 Assessments being collected pursuant to the Uniform Method; and (iii) the District to foreclose the lien of the Series 2020 Assessments not being collected pursuant to the Uniform Method. The Uniform Method will not be used with respect to any assessable lands which are still owned by the Developer or an entity affiliated with the Developer until such time as lots are platted or where the timing for using the Uniform Method will not yet allow for using such method. In addition, the remedies available to the Owners of the Series 2020 Bonds under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by federal, state and local law and in the Indenture and the Series 2020 Bonds, including, without limitation, enforcement of the obligation to pay Series 2020 Assessments and the ability of the District to foreclose the lien of the Series 2020 Assessments if not being collected pursuant to the Uniform Method, may not be readily available or may be limited. The various legal opinions to be delivered

concurrently with the delivery of the Series 2020 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The inability, either partially or fully, to enforce remedies available with respect to the Series 2020 Bonds could have a material adverse impact on the interest of the Owners thereof.

3. The principal security for the payment of the principal and interest on the Series 2020 Bonds is the timely collection of the Series 2020 Assessments. The Series 2020 Assessments do not constitute a personal indebtedness of the owners of the land subject thereto, but are secured by a lien on such land. There is no assurance that the landowners will be able to pay the Series 2020 Assessments or that they will pay such Series 2020 Assessments even though financially able to do so. Beyond legal delays that could result from bankruptcy or other legal proceedings contesting an ad valorem tax or non-ad valorem assessment, the ability of the Tax Collector to sell tax certificates in regard to delinquent Series 2020 Assessments collected pursuant to the Uniform Method will be dependent upon various factors, including the interest rate which can be earned by ownership of such certificates and the value of the land which is the subject of such certificates and which may be subject to sale at the demand of the certificate holder after two years. The assessment of the benefits to be received by the benefited land within Assessment Area Two as a result of implementation and development of the Assessment Area Two Project is not indicative of the realizable or market value of the land, which value may actually be higher or lower than the assessment of benefits. To the extent that the realizable or market value of the land benefited by the Assessment Area Two Project is lower than the assessment of benefits, the ability of the Tax Collector to sell tax certificates relating to such land or the ability of the District to realize sufficient value from a foreclosure action to pay debt service on the Series 2020 Bonds may be adversely affected. Such adverse effect could render the District unable to collect delinquent Series 2020 Assessments, if any, and provided such delinquencies are significant, could negatively impact the ability of the District to make the full or punctual payment of debt service on the Series 2020 Bonds.

4. The development of the Development is subject to comprehensive federal, state and local regulations and future changes to such regulations. Approval is required from various public agencies in connection with, among other things, the design, nature and extent of planned improvements, both public and private, and construction of the infrastructure in accordance with applicable zoning, land use and environmental regulations. Although all such approvals required to date have been received and any further approvals are anticipated to be received as needed, failure to obtain any such approvals in a timely manner could delay or adversely affect the completion of the Development of the District Lands. See "THE DEVELOPMENT – Development Plan/Status" and "– Environmental" herein for more information. Moreover, the Developer has the right to modify or change its plan for development of Assessment Area Two, from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed, and may seek in the future, in accordance with, and subject to the provisions of the Act, to contract or expand the boundaries of the District.

5. The successful sale of the residential units, once such homes are built within the Development may be affected by unforeseen changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Developer.

6. The value of the lands subject to the Series 2020 Assessments could also be adversely impacted by flooding or wind damage caused by hurricanes, tropical storms, or other catastrophic events. In addition to potential damage or destruction to any existing development or construction in or near the District, such catastrophic events could potentially render the District lands unable to support the development and construction of the Development. The occurrence of any such events could materially adversely impact the District's ability to pay principal and interest on the Series 2020 Bonds. The Series 2020 Bonds are not insured and the District's casualty insurance policies do not insure against losses incurred on private lands within its boundaries

7. Neither the Developer nor any other subsequent landowner in Assessment Area Two has any obligation to pay the Series 2020 Assessments. As described herein, the Series 2020 Assessments are an imposition against the land only. Neither the Developer nor any other subsequent landowner is a guarantor of payment of any Series 2020 Assessment and the recourse for the failure of the Developer or any other landowner, to pay the Series 2020 Assessments is limited to the collection proceedings against the land as described herein.

8. The willingness and/or ability of an owner of benefited land to pay the Series 2020 Assessments could be affected by the existence of other taxes and assessments imposed upon such property by the District, the City, the County or any other local special purpose or general purpose governmental entities. County, City, school, special district taxes and special assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on debt, including the Series 2020 Assessments, collected pursuant to the Uniform Method are payable at one time. Public entities whose boundaries overlap those of the District, could, without the consent of the owners of the land within the District, impose additional taxes on the property within the District. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the Series 2020 Assessments. In addition, lands within the District may also be subject to assessments by property and home owner associations.

9. The Series 2020 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2020 Bonds in the event an Owner thereof determines to solicit purchasers of the Series 2020 Bonds. The Series 2020 Bonds are being sold pursuant to exemptions from registration under applicable securities laws. No secondary market may develop and an owner may not be able to resell the Series 2020 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2020 Bonds may be sold. Such price may be lower than that paid by the current Owners of the Series 2020 Bonds, depending on the progress of development of the Development and the lands within Assessment Area Two, existing real estate and financial market conditions and other factors.

10. In addition to legal delays that could result from bankruptcy or legal proceedings contesting an ad valorem tax or non-ad valorem assessment, the ability of the District to enforce collection of delinquent Series 2020 Assessments will be dependent upon various factors, including the delay inherent in any judicial proceeding to enforce the lien of the Series 2020

Assessments and the value of the land which is the subject of such proceedings and which may be subject to sale. See “SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS” herein. If the District has difficulty in collecting the Series 2020 Assessments, the 2020 Reserve Account could be rapidly depleted and the ability of the District to pay debt service would be materially adversely affected. In addition, during an Event of Default under the Indenture, the Trustee may withdraw moneys from the 2020 Reserve Account and such other Funds, Accounts and subaccounts created under the Indenture to pay its extraordinary fees and expenses incurred in connection with such Event of Default. If in fact the 2020 Reserve Account is accessed for such purpose, the District does not have a designated revenue source for replenishing such account. Moreover, the District may not be permitted to re-assess real property then burdened by the Series 2020 Assessments in order to provide for the replenishment of the Series 2020 Reserve Account.

11. The value of the land within the District, the success of the development of the Development and the likelihood of timely payment of principal and interest on the Series 2020 Bonds could be affected by environmental factors with respect to the land in the District. Should the land be contaminated by hazardous materials, this could materially and adversely affect the value of the land in the District, which could materially and adversely affect the success of the development of the lands within Assessment Area Two and the likelihood of the timely payment of the Series 2020 Bonds. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District. Based on the environmental site assessments described in “THE DEVELOPMENT – Environmental,” the Developer is not aware of any condition with respect to the Development which currently requires, or is reasonably expected to require in the foreseeable future, investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment. See “THE DEVELOPMENT – Environmental” for more information on the environmental site assessments. Nevertheless, it is possible that hazardous environmental conditions could exist within the District and that such conditions could have a material and adverse impact upon the value of the benefited lands within Assessment Area Two and no assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future whether originating within the District or from surrounding property, and what effect such may have on the development of the Development.

12. If the District should commence a foreclosure action against a landowner for nonpayment of Series 2020 Assessments and if the Series 2020 Assessments are not being collected pursuant to the Uniform Method, such landowners, and any other lien holders, including mortgagees under recorded mortgage instruments, may raise affirmative defenses to such foreclosure action, which although such affirmative defenses would likely be proven to be without merit, could result in delays in completing the foreclosure action. In addition, the District is required under the Indenture to fund the costs of such foreclosure. It is possible that the District will not have sufficient funds and will be compelled to request the Series 2020 Bondholders to allow funds on deposit under the Indenture to be used to pay the costs of the foreclosure action. Under the Code, there are limitations on the amounts of Series 2020 Bond proceeds that can be used for such purpose.

13. Under Florida law, a landowner may contest the assessed valuation determined for its property which forms the basis of ad-valorem taxes such landowner must pay. During this

contest period, the sale of a Tax Certificate under the Uniform Method will be suspended. If the Series 2020 Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold with respect to the Series 2020 Assessment even though the landowner is not contesting the amount of Series 2020 Assessments. However, Section 194.014, Florida Statutes, requires taxpayers to pay all non-ad valorem taxes and at least 75% of their ad valorem taxes before they become delinquent. Likewise, taxpayers who challenge the denial of an exemption or classification or a determination that their improvements were substantially complete must pay all non-ad valorem assessments and the amount of ad valorem taxes that they admit in good faith to be owing. In the event a taxpayer fails to pay their property taxes, the Value Adjustment Board is required to deny their petition by written decision by April 20 of such year.

14. The Internal Revenue Service (the “IRS”) routinely examines bonds issued by state and local governments, including bonds issued by community development districts. In 2016, the IRS conducted a lengthy examination of certain issues of bonds (for purposes of this subsection, the “Audited Bonds”) issued by Village Center Community Development District (the “Village Center CDD”). During the course of the audit of the Audited Bonds, Village Center CDD received a ruling dated May 30, 2013, in the form of a non-precedential technical advice memorandum (“TAM”) concluding that Village Center CDD is not a political subdivision for purposes of Section 103(a) of the Code because Village Center CDD was organized and operated to perpetuate private control and avoid indefinitely responsibility to an electorate, either directly or through another elected state or local government body. Such a conclusion could lead to the further conclusion that the interest on the Audited Bonds was not excludable from gross income of the owners of such bonds for federal income tax purposes. Village Center CDD received a second TAM dated June 17, 2015, which granted relief to Village Center CDD from retroactive application of the IRS’s conclusion regarding its failure to qualify as a political subdivision. Prior to the conclusion of the audits, the Audited Bonds were all refunded with taxable bonds. The audit of the Audited Bonds that were issued for utility improvements were closed without change to the tax exempt status of those Audited Bonds on April 25, 2016, and the audit of the remainder of the Audited Bonds (which funded recreational amenity acquisitions from entities related to the principal landowner in the Village Center CDD) was closed on July 14, 2016, without the IRS making a final determination that the interest on the Audited Bonds in question was required to be included in gross income. However, the IRS letter to the Village Center CDD with respect to this second set of Audited Bonds noted that the IRS found that the Village Center CDD was not a “proper issuer of tax-exempt bonds” and that those Audited Bonds were private-activity bonds that did not fall in any of the categories that qualify for tax-exemption. Although the TAMs and the letters to the Village Center CDD from the IRS referred to above are addressed to, and binding only on, the IRS and Village Center CDD in connection with the Audited Bonds, they reflect the audit position of the IRS, and there can be no assurance that the IRS would not commence additional audits of bonds issued by other community development districts raising issues similar to the issues raised in the case of the Audited Bonds based on the analysis set forth in the first TAM or on the related concerns addressed in the July 14, 2016 letter to the Village Center CDD.

On February 23, 2016, the IRS published proposed regulations designed to provide prospective guidance with respect to potential private business control of issuers by providing a new definition of political subdivision for purposes of determining whether an entity is an appropriate issuer of bonds the interest on which is excluded from gross income for federal tax

purposes. The proposed regulations require that a political subdivision (i) have the power to exercise at least one sovereign power, (ii) be formed and operated for a governmental purpose, and (iii) have a governing body controlled by or have significant uses of its funds or assets otherwise controlled by a government unit with all three sovereign powers or by an electorate that is not controlled by an unreasonably small number of unrelated electors. On October 4, 2017, the Treasury Department (“Treasury”) announced that it will withdraw the proposed regulations, stating that, “while Treasury and the IRS continue to study the legal issues relating to political subdivisions, Treasury and the IRS believed that these proposed regulations should be withdrawn in their entirety.” On October 20, 2017 a notice of withdrawal was published in the Federal Register. Treasury and the IRS may propose more targeted guidance in the future after further study of the relevant legal issues.

It has been reported that the IRS has closed audits of other community development districts in Florida with no change to such districts’ bonds’ tax-exempt status, but has advised such districts that such districts must have public electors within five years of the issuance of tax-exempt bonds or their bonds may be determined to be taxable retroactive to the date of issuance. Pursuant to the Act, general elections are not held until the later of six years and there are 250 qualified electors in the district. The District has not yet reached the minimum threshold of 250 qualified electors required under the Act to begin electing qualified electors to the Board and, accordingly, all of the current members of the Board are employees of, or affiliated with, the Developer. The Developer will certify as to its expectations as to the timing of the transition of control of the Board to qualified electors pursuant to the Act, and its expectations as to compliance with the Act by any members of the Board that they elect. Such certification by the Developer does not ensure that such certification shall be determinative of, or may influence the outcome of any audit by the IRS, or any appeal from such audit, that may result in an adverse ruling that the District is not a political subdivision for purposes of Section 103(a) of the Code. Further, there can be no assurance that an audit by the IRS of the Series 2020 Bonds will not be commenced. The District has no reason to believe that any such audit will be commenced, or that any such audit, if commenced, would result in a conclusion of noncompliance with any applicable state or federal law.

Owners of the Series 2020 Bonds are advised that, if the IRS does audit the Series 2020 Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the Owners of the Series 2020 Bonds may have limited rights to participate in those proceedings. The commencement of such an audit could adversely affect the market value and liquidity of the Series 2020 Bonds until the audit is concluded, regardless of the ultimate outcome. In addition, in the event of an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2020 Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. Further, an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2020 Bonds would adversely affect the availability of any secondary market for the Series 2020 Bonds. Should interest on the Series 2020 Bonds become includable in gross income for federal income tax purposes, not only will Owners of Series 2020 Bonds be required to pay income taxes on the interest received on such Series 2020 Bonds and related penalties, but because the interest rate on such Series 2020 Bonds will not be adequate to compensate Owners of the Series 2020 Bonds for the income taxes due on such interest, the value of the Series 2020 Bonds may decline.

THE INDENTURE DOES NOT PROVIDE FOR ANY ADJUSTMENT IN THE INTEREST RATE ON THE SERIES 2020 BONDS IN THE EVENT OF AN ADVERSE DETERMINATION BY THE IRS WITH RESPECT TO THE TAX-EXEMPT STATUS OF INTEREST ON THE SERIES 2020 BONDS. PROSPECTIVE PURCHASERS OF THE SERIES 2020 BONDS SHOULD EVALUATE WHETHER THEY CAN OWN THE SERIES 2020 BONDS IN THE EVENT THAT THE INTEREST ON THE SERIES 2020 BONDS BECOMES TAXABLE AND/OR THE DISTRICT IS EVER DETERMINED TO NOT BE A POLITICAL SUBDIVISION FOR PURPOSES OF THE CODE AND/OR THE SECURITIES ACT (AS HEREINAFTER DEFINED).

15. In addition to a possible determination by the IRS that the District is not a political subdivision for purposes of the Code, and regardless of the IRS determination, it is possible that federal or state regulatory authorities could also determine that the District is not a political subdivision for purposes of the federal and state securities laws. Accordingly, the District and purchasers of Series 2020 Bonds may not be able to rely on the exemption from registration under the Securities Act of 1933, as amended (the “Securities Act”), relating to securities issued by political subdivisions. In that event the Owners of the Series 2020 Bonds would need to ensure that subsequent transfers of the Series 2020 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act.

16. Various proposals are mentioned from time to time by members of the Congress of the United States of America and others concerning reform of the internal revenue (tax) laws of the United States. In addition, the IRS may, in the future, issue rulings that have the effect of changing the interpretation of existing tax laws. Certain of these proposals and interpretations, if implemented or upheld, could have the effect of diminishing the value of obligations of states and their political subdivisions, such as the Series 2020 Bonds, by eliminating or changing the tax-exempt status of interest on certain of such bonds. Whether any of such proposals will ultimately become or be upheld as law, and if so, the effect such proposals could have upon the value of bonds such as the Series 2020 Bonds, cannot be predicted. However, it is possible that any such law or interpretation could have a material and adverse effect upon the availability of a liquid secondary market and/or the value of the Series 2020 Bonds. See also “TAX MATTERS.”

17. There can be no assurance, in the event the District does not have sufficient moneys on hand to complete the Assessment Area Two Project, that the District will be able to raise through the issuance of bonds, or otherwise, the moneys necessary to complete the Assessment Area Two Project. Further, pursuant to the Second Supplemental Indenture, the District will covenant not to issue any other Bonds or other debt obligations secured by Series 2020 Assessments levied against the assessable lands within Assessment Area Two to finance any capital project until the Series 2020 Assessments are Substantially Absorbed. See “SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS – Additional Obligations” for more information. The Developer will enter into the Completion Agreement with the District with respect to any unfinished portions of the Assessment Area Two Project not funded with the proceeds of the Series 2020 Bonds, but there is no assurance that the Developer will have sufficient resources to complete the Assessment Area Two Project. The Developer will also execute and deliver to the District the Collateral Assignment, pursuant to which the Developer will collaterally assign to the District, to the extent assignable and to the extent that they are solely owned or controlled by the Developer, all of the Development Rights. Horton’s obligation to close on the

lots under the Purchase and Sale Agreement (as hereinafter defined) is conditioned, among other things, upon the completion of the development of such lots. In the event the Developer is not able to satisfy the conditions in the Purchase and Sale Agreement, there is a risk that Horton will not close on the lots within the District. See “THE CAPITAL IMPROVEMENT PLAN AND ASSESSMENT AREA TWO PROJECT” and “THE DEVELOPMENT” herein for more information.

18. It is impossible to predict what new proposals may be presented regarding ad valorem tax reform and/or community development districts during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. On October 31, 2014, the Auditor General of the State released a 31-page report which requests legislative action to establish parameters on the amount of bonds a community development district may issue and provide additional oversight for community development district bonds. This report renews requests made by the Auditor General in 2011 that led to the Governor of the State issuing an Executive Order on January 11, 2012 (the “Executive Order”) directing the Office of Policy and Budget in the Executive Office of the Governor (“OPB”) to examine the role of special districts in the State. As of the date hereof, the OPB has not made any recommendations pursuant to the Executive Order nor has the Florida legislature passed any related legislation. It is impossible to predict with certainty the impact that any future legislation will or may have on the security for the Series 2020 Bonds. It should be noted that Section 190.16(14) of the Act provides in pertinent part that “The state pledges to the holders of any bonds issued under the Act that it will not limit or alter the rights of the district to levy and collect the ... assessments... and to fulfill the terms of any agreement made with the holders of such bonds ... and that it will not impair the rights or remedies of such holders.”

19. In the event a bank forecloses on property because of a default on the mortgage and then the bank itself fails, the Federal Deposit Insurance Corporation (the “FDIC”), as receiver will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the Series 2020 Assessments. In addition, the District would be required to obtain the consent of the FDIC prior to commencing a foreclosure action.

20. The District relies on a technological environment to conduct its operations. The District, its agents and other third parties the District does business with or otherwise relies upon are subject to cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to such parties’ digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. No assurances can be given that any such attack(s) will not materially impact the operations or finances of the District, which could impact the timely payment of debt service on the Series 2020 Bonds.

21. In addition to the general economic conditions discussed above, the timely and successful completion of Assessment Area Two and the construction and sale of residential units therein may be adversely impacted by the spread of the novel strain of coronavirus called COVID-19 or by other highly contagious or epidemic or pandemic diseases. Although it is unclear at this time what, if any, potential impacts COVID-19 may have on Assessment Area Two, it is possible



that construction delays, delays in the receipt of permits or other government approvals or other delays could occur as a result of COVID-19 that adversely impact Assessment Area Two. Further, while the effects of COVID-19 may be temporary, it may alter the future behavior of businesses and people in a manner that could have negative impacts on global and local economies, which could adversely impact the completion of Assessment Area Two and/or the successful construction and sale of homes in Assessment Area Two.

[Remainder of Page Intentionally Left Blank.]

## ESTIMATED SOURCES AND USES OF FUNDS

The table that follows summarizes the estimated sources and uses of proceeds of the Series 2020 Bonds:

Sources of Funds:

Par Amount of Series 2020 Bonds	\$
[Plus][Less][Net] Original Issue [Premium][Discount]	<u>                    </u>
Total Sources	<u><u>\$                    </u></u>

Use of Funds:

Deposit to 2020 Acquisition and Construction Account	\$
Deposit to 2020 Reserve Account	
Deposit to 2020 Interest Account <sup>(1)</sup>	
<u>Costs of Issuance, including Underwriter's Discount<sup>(2)</sup></u>	<u>                    </u>
Total Uses	<u><u>\$                    </u></u>

---

<sup>(1)</sup> To be applied to pay interest on the Series 2020 Bonds through [May 1, 2021].

<sup>(2)</sup> Costs of issuance includes, without limitation, legal fees and other costs associated with the issuance of the Series 2020 Bonds.

[Remainder of Page Intentionally Left Blank.]

## DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled debt service on the Series 2020 Bonds:

Year Ending November 1	Principal (Amortization)*	Interest	Total Debt Service
2021	\$	\$	\$
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
TOTAL	\$	\$	\$

## **THE DISTRICT**

### **General**

The District is an independent local unit of special-purpose government of the State created in accordance with the provisions of the Act by Ordinance No. 08-02 duly enacted by the City Council (the “City Council”) of the City of Bonita Springs, Florida (the “City”) on February 20, 2008 and effective on March 21, 2008 (the “Original Ordinance”), as amended by Ordinance No. 16-02 duly enacted by the City Council on March 2, 2016 and effective on April 1, 2016 (the “Contraction Ordinance” and, together with the Original Ordinance, the “Ordinance”). The boundaries of the District originally encompassed approximately 294.85+/- gross acres of land. After the City Council adopted the Contraction Ordinance, the District now encompasses approximately 168.45+/- gross acres of land located entirely within the incorporated area of the City. The District is being developed as a residential community known as “Seasons at Bonita” (the “Development”) and is planned to contain approximately 548 single-family homes at build-out. See “THE DEVELOPMENT” herein for more information.

### **Legal Powers and Authority**

The District is an independent unit of local government created pursuant to, and established in accordance with the Act. The Act was enacted in 1980 to provide a uniform method for the establishment of independent districts to manage and finance basic community development services, including capital infrastructure required for community developments throughout the State. The Act provides legal authority for community development districts (such as the District) to finance the acquisition, construction, operation and maintenance of the major infrastructure for community development pursuant to its general law charter. The District is classified as an independent district under Chapter 189, Florida Statutes.

Among other provisions, the Act gives the District’s Board of Supervisors, as the governing body, the authority to, among other things, (a) plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for, among other things: (i) water management and control for lands within the District and to connect any of such facilities with roads and bridges; (ii) water supply, sewer and waste-water management, reclamation and reuse systems or any combination thereof and to construct and operate connecting intercept or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system; (iii) District roads equal to or exceeding the specifications of the county in which such District roads are located and street lights, landscaping, hardscaping and undergrounding of electric utility lines; and (iv) with the consent of the local general-purpose government within the jurisdiction of which the power is to be exercised, parks and facilities for indoor and outdoor recreational uses and security; (b) borrow money and issue bonds of the District; (c) impose and foreclose special assessments liens as provided in the Act; and (d) exercise all other powers, necessary, convenient, incidental or proper in connection with any of the powers or duties of the District stated in the Act.

The Act does not empower the District to adopt and enforce any land use plans or zoning ordinances and the Act does not empower the District to grant building permits; these functions

are to be performed by general purpose local governments having jurisdiction over the lands within the District.

The Act exempts all property owned by the District from levy and sale by virtue of an execution and from judgment liens, but does not limit the right of any owner of Bonds of the District to pursue any remedy for enforcement of any lien or pledge of the District in connection with its bonds, including the Series 2020 Bonds.

### **Board of Supervisors**

The governing body of the District is its Board of Supervisors (the “Board”), which is composed of five Supervisors (the “Supervisors”). The Act provides that, at the initial meeting of the landowners, Supervisors must be elected by the landowners with the two Supervisors receiving the highest number of votes to serve for four years and the remaining Supervisors to serve for a two-year term. Three of the five Supervisors are elected to the Board every two years in November. At such election the two Supervisors receiving the highest number of votes are elected to four-year terms and the remaining Supervisor is elected to a two-year term. Until the later of six (6) years after the initial appointment of Supervisors or the year in which there are at least 250 qualified electors in the District, or such earlier time as the Board may decide to exercise its ad valorem taxing power, the Supervisors are elected by vote of the landowners of the District. The District has not yet reached the minimum threshold of 250 qualified electors required under the Act to begin electing qualified electors to the Board and, accordingly, all of the current members of the Board are employees of, or affiliated with, the Developer. Ownership of the land within the District entitles the owner to one vote per acre (with fractions thereof rounded upward to the nearest whole number and, for purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre and shall not be aggregated for determining the number of voting units held). Upon the later of six (6) years after the initial appointment of Supervisors or the year in which there are at least 250 qualified electors in the District, the Supervisors whose terms are expiring will be elected (as their terms expire) by qualified electors of the District, except as described below. A qualified elector is a registered voter who is at least eighteen years of age, a resident of the District and the State of Florida and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, two Supervisors must be qualified electors and be elected by qualified electors, both to four-year terms. Thereafter, as terms expire, all Supervisors must be qualified electors and are elected to serve four-year terms. If there is a vacancy on the Board, whether as a result of the resignation or removal of a Supervisor or because no elector qualifies for a seat to be filled in an election, the remaining Board members are to fill such vacancy for the unexpired term.

Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, prior to the exercise of such power, it shall call an election at which all Supervisors shall be qualified electors and shall be elected by qualified electors in the District. Elections subsequent to such decision shall be held in a manner such that the Supervisors will serve four-year terms with staggered expiration dates in the manner set forth in the Act.

The Act provides that it shall not be an impermissible conflict of interest under Florida law governing public officials for a Supervisor to be a stockholder, officer or employee of a landowner or of any entity affiliated with a landowner.

There is currently one vacancy on the Board. The current members of the Board and the expiration of the term of each member are set forth below:

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
J. Wayne Everett*	Chairperson	November 2020
James Ratz*	Vice-Chairperson	November 2020
Roy MacDermott*	Assistant Secretary	November 2020
Landon Thomas*	Assistant Secretary	November 2022
Ashley Koza*	Assistant Secretary	November 2022

---

\* Employee of, or affiliated with, the Developer.

A majority of the members of the Board constitutes a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. Action taken by the Board shall be upon a vote of a majority of the members present unless general law or a rule of the District requires a greater number. All meetings of the Board are open to the public under Florida’s open meeting or “Sunshine” law.

**The District Manager and Other Consultants**

The chief administrative official of the District is the District Manager (as hereinafter defined). The Act provides that a district manager shall have charge and supervision of the works of the District and shall be responsible for preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of the Act, for maintaining and operating the equipment owned by the District, and for performing such other duties as may be prescribed by the Board.

The District has retained Wrathell, Hunt and Associates, LLC, Boca Raton, Florida, to serve as its district manager (the “District Manager”). The District Manager’s office is located in 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Hopping Green & Sams, P.A., Tallahassee, Florida, as District Counsel; Akerman LLP, Orlando, Florida, as Bond Counsel and Banks Engineering as District Engineer. The Board has also retained the District Manager to serve as Methodology Consultant.

**Prior Indebtedness**

The District previously issued its \$5,200,000 aggregate principal amount Special Assessment Bonds, Series 2018 (the “Series 2018 Bonds”), currently outstanding in the principal amount of \$5,115,000. The special assessments securing the Series 2018 Bonds are levied on assessable lands within Assessment Area One. The Series 2020 Assessments are not pledged to the payment of the principal of and interest on the Series 2018 Bonds and the special assessments securing the Series 2018 Bonds are not pledged to the payment of the principal of and interest on the Series 2020 Bonds. After the issuance of the Series 2020 Bonds, the Series 2020 Assessments will be the only debt assessments levied on the assessable lands within Assessment Area Two.

## THE CAPITAL IMPROVEMENT PLAN AND ASSESSMENT AREA TWO PROJECT

Banks Engineering (the “District Engineer”) prepared a report entitled, East Bonita Beach Road Community Development District Engineer’s Report dated January 9, 2018, as supplemented by the East Bonita Beach Road Community Development District Supplemental Engineer’s Report dated \_\_\_\_\_, 2020 (collectively, the “Engineer’s Report”). The Engineer’s Report sets out certain public infrastructure improvements for the development of the 548 residential units planned for the Development, including, without limitation, stormwater management system, wetland/wildlife mitigation, land acquisition, and certain entry roadways, buffers, and irrigation (the “Capital Improvement Plan”). The District Engineer estimates the total cost of the Capital Improvement Plan to be approximately \$9,523,995.

The District bifurcated the Capital Improvement Plan into two assessment areas to facilitate its development and financing plans. Assessment Area One consists of approximately 102.69+/- gross acres (“Assessment Area One”) and is planned to contain approximately 284 single-family homes. Assessment Area Two consists of approximately 65.76+/- gross acres (“Assessment Area Two”) and is planned to contain approximately 264 single-family homes.

The District previously issued its Series 2018 Bonds in order to finance the costs associated with Assessment Area One and certain master costs. See “THE DISTRICT – Prior Indebtedness” and “THE DEVELOPMENT – Assessment Area One Status Update” herein for more information.

The District is issuing its Series 2020 Bonds to finance a portion of the public infrastructure improvements associated with Assessment Area Two (the “Assessment Area Two Project”), as more particularly described in the table below. The District Engineer, in the Engineer’s Report, estimates that the public infrastructure improvements associated with Assessment Area Two total \$4,720,368.48. See “APPENDIX A – ENGINEER’S REPORT” for more information.

<u>Project Description</u>	<u>Assessment Area One Project</u>	<u>Assessment Area Two Project</u>	<u>Total Capital Improvement Plan</u>
Irrigation	\$ 567,417.33	\$ 557,582.67	\$ 1,125,000.00
Stormwater Management <sup>(1)</sup>	1,349,192.32	1,325,807.68	2,675,000.00
Buffers	277,404.03	272,595.97	550,000.00
Public Roadways	126,092.74	123,907.26	250,000.00
Wetland/Wildlife Mitigation	17,652.98	17,347.02	35,000.00
Professional Services	75,655.64	74,344.36	150,000.00
Contingency	<u>244,619.92</u>	<u>240,380.08</u>	<u>485,000.00</u>
Subtotals	\$2,658,034.97	\$2,611,965.03	\$5,270,000.00
Master Land Acquisition Costs	<u>2,145,591.55</u>	<u>2,108,403.45</u>	<u>4,253,995.00<sup>(2)</sup></u>
<b>TOTAL:</b>	<b><u>\$4,803,626.52</u></b>	<b><u>\$4,720,368.48</u></b>	<b><u>\$9,523,995.00</u></b>

<sup>(1)</sup> All costs are for new infrastructure work, and does not include any amounts for prior excavation of the stormwater lakes.

<sup>(2)</sup> Computed as 42.38 acres (including District roadways, stormwater and buffer areas) x \$100,000 per acre, plus 4.57 acres x \$3,500 per acre. The land value is based on the appraisal provided by Integra Realty Resources.

The Series 2020 Bonds will be secured by the Series 2020 Assessments which will initially be levied on the 65.76+/- acres of land which comprise Assessment Area Two. As lots are platted, the Series 2020 Assessments will be assigned to the 264 single-family residential lots planned for Assessment Area Two on a first platted, first assigned basis as set forth in the Assessment Methodology attached hereto. See “APPENDIX E – ASSESSMENT METHODOLOGY” attached hereto and “THE DEVELOPMENT – Taxes, Fees & Assessments” herein for more information.

The Developer commenced development of the Assessment Area Two Project in September 2020 and is expected to be completed by December 2021. The net proceeds of the Series 2020 Bonds available to fund the Assessment Area Two Project will be approximately \$\_\_\_ million\* and such proceeds will be used by the District towards the funding and/or acquisition of the Assessment Area Two Project. The Developer will enter into a completion agreement that will obligate the Developer to complete any portions of the Assessment Area Two Project not funded with proceeds of the Series 2020 Bonds. See “SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS – Completion Agreement” and “BONDOWNERS’ RISKS – No. 17” herein for more information.

The District Engineer has indicated that all engineering permits necessary to construct the Assessment Area Two Project that are set forth in the Engineer’s Report have been obtained or will be obtained in the ordinary course of business. In addition to the Engineer’s Report, please refer to “THE DEVELOPMENT – Zoning and Development Approvals” for a more detailed description of the entitlement and permitting status of the Development.

See “APPENDIX A – ENGINEER’S REPORT” for more information regarding the above improvements.

[Remainder of Page Intentionally Left Blank.]

---

\* Preliminary, subject to change.



*The information appearing below under the captions “THE DEVELOPMENT” and “THE DEVELOPER” has been furnished by the Developer for inclusion in this Limited Offering Memorandum and, although believed to be reliable, such information has not been independently verified by Bond Counsel, the District or its counsel, or the Underwriter or its counsel, and no persons other than the Developer make any representation or warranty as to the accuracy or completeness of such information supplied by them. The following information is provided by the Developer as a means for the prospective bondholders to understand the anticipated development plan and risks associated with the Development. The Developer is not guaranteeing payment of the Series 2020 Bonds or the Series 2020 Assessments.*

## **THE DEVELOPMENT**

### **General**

Seasons at Bonita (also referred to herein as the “Development”) consists of approximately 168.45+/- gross acres of land within the District located entirely within the incorporated area of the City in Lee County, Florida (the “County”) which is planned for approximately 548 single-family units. The Development is located east of I-75 and north of the county line road separating the County and Collier County, Florida. The Development is bounded on the south and west by Bonita Beach Road, on the east by the Bonita National Golf & Country Club development and on the north by a public preservation area owned by the South Florida Water Management District.

The District created two separate assessment areas to facilitate the financing of the Development. Assessment Area One consists of approximately 102.69+/- gross acres and is planned to contain approximately 284 single-family homes. Assessment Area Two consists of approximately 65.76+/- gross acres and is planned to contain approximately 264 single-family homes.

The District previously issued its Series 2018 Bonds in order to finance the costs associated with Assessment Area One and certain master costs. See “THE DISTRICT – Prior Indebtedness” and “THE DEVELOPMENT – Assessment Area One Status Update” herein for more information. The Series 2020 Bonds will finance a portion of the public infrastructure improvements associated Assessment Area Two.

The Series 2020 Bonds will be secured by the Series 2020 Assessments which will initially be levied on the 65.76+/- acres of land which comprise Assessment Area Two. As lots are platted, the Series 2020 Assessments will be assigned to the 264 single-family residential lots planned for Assessment Area Two on a first platted, first assigned basis as set forth in the Assessment Methodology attached hereto. See “APPENDIX E – ASSESSMENT METHODOLOGY” attached hereto and “THE DEVELOPMENT – Taxes, Fees & Assessments” herein for more information.

Forestar (USA) Real Estate Group Inc., a Delaware corporation (the “Developer”), is developing the lands in Assessment Area Two and selling developed lots to D.R. Horton, Inc., a Delaware corporation (“Horton”) who intends to market and construct homes for sale to end users. See “THE DEVELOPER” herein for more information.

The Development is expected to attract retirees, empty-nesters, and local first-move up buyers. The Development will contain single-family product types on three different lot sizes. Starting selling prices for single-family homes are expected to range from approximately \$300,000 to \$500,000 and range in square feet from approximately 1,350 square feet to 3,200 square feet.

**The Series 2020 Bonds are secured by the Special Assessments levied solely on Assessment Area Two, and no Special Assessments securing the Series 2020 Bonds will be levied on any other lands within the District.**

### **Assessment Area One Status Update**

The District previously issued its Series 2018 Bonds in order to finance the costs associated with Assessment Area One and certain master costs. Land development associated with Assessment Area One is complete and all lots have been developed, platted, and closed with Horton. As of September 2020, in Assessment Area One, 254 homes have been sold and closed with homebuyers, and 30 homes are under contract with homebuyers and are expected to close by \_\_\_\_\_, 2020.

### **Builder Contract**

The Developer has entered into a Purchase and Sale Agreement dated \_\_\_\_\_, 2020 (the "Purchase and Sale Agreement"), with Horton for the sale of 264 lots within Assessment Area Two, for a purchase price of approximately [\$91,500] per lot for 40' lots, [\$109,750] per lot for 50' lots and [124,500] per lot for 60' lots plus an additional consideration of [6%] per annum per lot, which additional consideration begins to accrue on any lots remaining after the first takedown described below until the closing of such lots. In connection therewith, Horton has made an escrow deposit of \$\_\_\_\_\_. Pursuant to the Purchase and Sale Agreement, Horton will acquire the homebuilding development rights for 264 single-family residential units within the District. Lots will be purchased in [five] takedowns, the first for \_\_ lots, the second, third, and fourth for \_\_\_ lots, respectively, and the fifth for the remaining \_\_\_ lots, with the second takedown to occur within [180] days of the first takedown and each subsequent takedown to occur within [90] days of the prior takedown. [The first takedown under the Purchase and Sale Agreement is expected to close in \_\_\_\_\_, 20\_\_]. Horton's obligation to close on lots under the Purchase and Sale Agreement is conditioned, among other things, upon the completion of the development of such lots. In the event the Developer is not able to satisfy the conditions in the Purchase and Sale Agreement, there is a risk that Horton will not close on lots within Assessment Area Two. See "BONDOWNERS' RISKS – No. 17" herein.

### **Land Acquisition and Finance Plan**

The Developer acquired the lands within Assessment Area Two on September 6, 2019 for \$16,000,000. There are currently no mortgages on the lands within Assessment Area Two [other than a mortgage in favor of Horton to secure the Developer's obligation as to the deposit moneys paid by Horton with respect to the Purchase and Sale Agreement].

[The Developer estimates the total land development costs associated with Assessment Area Two will be approximately \$17,000,000, consisting of the Assessment Area Two Project and other hard and soft costs.][Confirm] To date, the Developer and has spent approximately

\$14,800,000 on hard and soft costs, a portion of which includes the Assessment Area Two Project. The net proceeds of the Series 2020 Bonds will be approximately \$\_\_\_ million\* and additional moneys needed to complete Assessment Area Two will be paid for by the Developer. See “BONDOWNERS’ RISKS – No. 17” herein.

**Development Plan/Status**

Land development of Assessment Area Two commenced in September 2020 and is expected to be completed in phases. Phase 1 of the Assessment Area Two Project is planned for 99 lots, consisting of 22 forty-foot (40’) lots, 31 fifty-foot (50’) lots, and 46 sixty-foot (60’) lots, and is expected to be completed by January 2021. Phase 2 of the Assessment Area Two Project is planned for 165 lots, consisting of 77 forty-foot (40’) lots, 51 fifty-foot (50’) lots, and 37 sixty-foot (60’) lots, and is expected to be completed by July 2021.

Vertical construction for Assessment Area Two is expected to commence in March 2021. Marketing of residential homes is expected to commence in January 2021. The Development has an on-site sales center that opened December 2018. The Development contains 4 fully constructed model homes.

The Developer anticipates Horton to sell approximately 10 units per month and that Assessment Area Two will be fully built-out and closed with homebuyers by June 2023. This anticipated absorption is based upon estimates and assumptions made by the Developer that are inherently uncertain, though considered reasonable by the Developer, and are subject to significant business, economic, and competitive uncertainties and contingencies, all of which are difficult to predict and many of which are beyond the control of the Developer. As a result, there can be no assurance such absorption rate will occur or be realized in the time frame anticipated.

**Residential Product Offerings**

The target customers are first time homebuyers as well as move-up homebuyers. Below is a summary of the types of units and price points for units in Assessment Area Two.

<u>Product Type</u>	<u>Square Footage</u>	<u>Beds/Baths</u>	<u>Starting Price Points</u>
Single-Family – 40’	1,500-1,780	2/3 Bedrooms, 3/2 Baths	\$ 307,000
Single-Family – 50’	1,800-2,500	2/4 Bedrooms, 2/3.5 Baths	350,000
Single-Family – 60’	2,200-3,200	3/4 Bedrooms, 2/3.5 Baths	430,000

**Zoning and Development Approvals**

The land within the District, including, without limitation, the land therein subject to the Series 2020 Assessments, is zoned to allow for the contemplated residential uses described herein. The final plat for the Development was recorded on August 20, 2018. The Developer is required to design, construct and install all necessary sanitary and sewer lines and potable distribution lines including certain offsite improvements. All permits have been received by jurisdictional agencies

---

\* Preliminary, subject to change.

to allow for the development contemplated herein or are reasonably expected to be received in the ordinary course.

**Environmental**

A Phase I Environmental Site Assessment was prepared by Brown and Caldwell, dated December 19, 2017 (the “ESA”), covering the lands within Assessment Area Two. The ESA revealed no recognized environmental conditions in connection with Assessment Area Two. See “BONDOWNERS’ RISK - No. 11” herein for more information regarding potential environmental risks.

**Amenities**

The Development contains an approximately 7,517 square foot clubhouse (2,920 square feet under air conditioning), including a fitness area, resort style pool and Chiki Hut, bocce ball, yoga area, pickleball courts, tennis courts, jogging path and boardwalk (the “Amenity”). Construction of the Amenity is complete at a total approximate cost of \$2,810,000. The Amenity is owned by the Seasons at Bonita Homeowners Association and is available for use only by residents of the Development.

**Utilities**

All will serve letters have been provided for utility services in connection with the Development. Potable water and wastewater treatment for the Development will be provided by the Lee County Water and Sewer Department. Electric power will be provided by Florida Power & Light. Cable television and broadband cable services will be provided by Comcast.

**Taxes, Fees and Assessments**

As set forth in the Assessment Methodology, the Series 2020 Assessments will initially be levied on the 65.76+/- gross acres comprising Assessment Area Two until such as time the lots are platted. As lots are platted, the Series 2020 Assessments will be assigned to the 264 single-family residential lots planned for Assessment Area Two on a first platted, first assigned basis as set forth in the Assessment Methodology attached hereto. See “APPENDIX E – ASSESSMENT METHODOLOGY” herein.

Product Type	Number of Units	Estimated Annual 2020 Assessments Per Unit*/**	Estimated Series 2020 Bonds Par Debt Per Unit*
Single-Family – 40’	99	\$	\$
Single-Family – 50’	82		
Single-Family – 60’	<u>83</u>		
	264		

\* Preliminary, subject to change.

\*\* This amount is grossed up to include early payment discounts of 4% and County collection fees.

The District anticipates levying assessments to cover its operation and maintenance costs that will initially be approximately \$251.14 per residential unit annually; which amount is subject to change. In addition, residents will be required to pay homeowners' association fees and an amenity fee which currently are estimated initially to be approximately \$286.78 per forty-foot (40') lot, \$288.78 per fifty-foot (50') lot and \$301.78 per sixty-foot (60') lot monthly, which amount is subject to change. The land within the District has been and is expected to continue to be subject to taxes and assessments imposed by taxing authorities other than the District. The total millage rate imposed on taxable properties in the District for 2019 was approximately 14.3663 mills, which millage rate is subject to change. These taxes would be payable in addition to the Series 2020 Assessments and any other assessments levied by the District. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the City, the County and the School District of Lee County, Florida each levy ad valorem taxes upon the land in the District. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes levied by these other entities could be substantially higher than in the current year.

## **Education**

Students in elementary school are expected to attend Bonita Springs Elementary, which was rated "A" by the Florida Department of Education for 2019. Students in middle school are expected to attend Bonita Springs Middle Center for the Arts, which was rated "B" by the Florida Department of Education for 2019. Students in high school are expected to attend Estero High School, which was rated "B" by the Florida Department of Education for 2019. There are also several private and charter school alternatives in the vicinity of the Development.

## **Competition**

The following communities have been identified by the Developer as being competitive with the Development, because of their proximity to the Development, price ranges and product types.

*Bonita National* is a master planned residential community located adjacent to the east of the Development. At completion Bonita National will consist of 197 single-family homes, 188 townhomes and 300 condominium units. Lennar is the primary homebuilder of homes in Bonita National. Residential units are currently being marketed and sold to homebuyers with prices ranging from [\$358,999 to \$532,999] for single-family homes on 50' lots, [\$258,999 to \$288,999] for townhomes and [\$199,999 to \$240,999] for condominiums. As of July 31, 2020, approximately 91 single-family homes remain to be sold.

*Valencia Bonita* is a master planned residential community located adjacent to the west of the Development. At completion Valencia Bonita will consist of 770 single-family homes and villas. GL Homes is the primary homebuilder of homes in Valencia Bonita. Residential units are currently being marketed and sold to homebuyers with prices ranging from [\$331,000 to \$356,000] for villas, [\$386,000 to \$411,000] for single-family homes on 45' lots, [\$431,000 to \$466,000] for single-family homes on 52' lots, [\$496,000 to \$516,000] for single-family homes on 62' lots, and [\$566,000 to \$616,000] for single-family homes on 67' lots. As of July 31, 2020, approximately 96 villas and 355 single-family units remain to be sold.

*Bonita Landing* is a master planned residential community located adjacent to the west of the Development. At completion Bonita Landing will consist of 200 single-family homes. Lennar is the primary homebuilder of homes in Bonita Landing. Residential units are currently being marketed and sold to homebuyers with prices ranging from [\$294,999 to \$369,999] for single-family homes on 50' lots, and [\$369,999 to \$479,999] for single-family homes on 60' lots. As of July 31, 2020, approximately 28 single-family units remain to be sold.

This section does not purport to summarize all of the existing or planned communities in the area of the Development, but rather provide a description of those that the Developer feels pose primary competition to the Development.

## **THE DEVELOPER**

Forestar (USA) Real Estate Group Inc., a Delaware corporation (the “Developer”), is a wholly-owned subsidiary of Forestar Group Inc. (“Forestar”). Forestar is a residential and real estate development company that owns, directly or through joint ventures, interests in residential and mixed-use projects. As of the date hereof, Forestar is a majority-owned subsidiary of D.R. Horton, Inc. (“Horton”).

Both Forestar’s (under the symbol FOR), and Horton’s (under the symbol DHI), common stock trades on the New York Stock Exchange. Forestar and Horton are subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and in accordance therewith files reports, proxy statements and other information, including financial statements, with the Securities and Exchange Commission (the “SEC”). Such filings, particularly Forestar’s and Horton’s annual and quarterly reports filed on Form 10-K and Form 10-Q, set forth certain data relative to the consolidated results of operations and financial position of Horton, Forestar, and their subsidiaries as of such date. The SEC maintains an Internet web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC, including Forestar and Horton. The address of such Internet web site is [www.sec.gov](http://www.sec.gov). All documents subsequently filed by Forestar or Horton pursuant to the requirements of the Exchange Act after the date of this Limited Offering Memorandum will be available for inspection in such manner as the SEC prescribes.

*Neither the Developer, Horton nor any of the other entities listed above are guaranteeing payment of the Series 2020 Bonds or the Series 2020 Assessments. None of the entities listed herein, other than the Developer and Horton, has entered into any agreements in connection with the issuance of the Series 2020 Bonds.*

## **ASSESSMENT METHODOLOGY**

The Master Special Assessment Methodology Report dated January 9, 2018, as may be further supplemented from time to time (the “Master Methodology”), and as supplemented by the [Second] Supplemental Special Assessment Methodology Report dated the sale date of the Series 2020 Bonds (the “Supplemental Methodology” and, together with the Master Methodology, “Assessment Methodology”) describes the methodology for allocation of the Series 2020 Assessments to the assessable lands within Assessment Area Two of the District benefiting from the Assessment Area Two Project, has been prepared by Wrathell, Hunt and Associates, LLC,

Boca Raton, Florida (the “Methodology Consultant”). See “EXPERTS” herein for more information. The Assessment Methodology is included herein as APPENDIX E. Once the final terms of the Series 2020 Bonds are determined, the Supplemental Methodology will be amended to reflect such final terms.

As required by applicable law, when the Board determined to defray the cost of the Assessment Area Two Project through the Series 2020 Assessments, it adopted a resolution generally describing the Assessment Area Two Project and the land to be subject to Series 2020 Assessments to pay the cost thereof. The District caused the Assessment Methodology and an assessment roll to be prepared, which showed the land to be assessed, the amount of the benefit to and the assessment against each lot or parcel of land and the number of annual installments in which the assessment was to be divided. Statutory notice was given to the owners of the property to be assessed and the Board conducted a public hearing to hear testimony from affected property owners as to the propriety and advisability of undertaking the Assessment Area Two Project and funding the same with Series 2020 Assessments. Following this hearing, the Board determined to proceed to levy the Series 2020 Assessments and thereafter the Series 2020 Assessments became legal, valid and binding liens upon the property against which the assessments were made.

Once levied and imposed, the Series 2020 Assessments are a first lien on the land against which assessed until paid or barred by operation of law, co-equal with other taxes and assessments levied by the District and other non-federal units of government. See “ENFORCEMENT OF ASSESSMENT COLLECTIONS” herein.

To ensure that each residential lot in Assessment Area Two is assessed no more than its pro-rata amount of special assessments, the Assessment Methodology sets forth a “true-up mechanism” which provides that the debt per equivalent residential unit (“ERU”) remaining on the unplatted land is never allowed to increase above its maximum debt per ERU level. If the debt per ERU remaining on unplatted land increases above the maximum debt per ERU level, a debt reduction payment would be made by the Developer so that the maximum debt per ERU level is not breached. This debt reduction payment would result in the extraordinary mandatory redemption of a portion of the Series 2020 Bonds. The Developer is expected to enter into a True-up Agreement in connection with its obligations to pay true-up payments in the event that the debt per ERU remaining on unplatted land increases above the maximum debt per ERU level. See “APPENDIX E – ASSESSMENT METHODOLOGY” herein for additional information regarding the “true-up mechanism”.

## **TAX MATTERS**

The Internal Revenue Code of 1986, as amended (the “Code”), includes requirements which the District must continue to meet after the issuance of the Series 2020 Bonds in order that interest on the Series 2020 Bonds not be included in gross income for federal income tax purposes. The failure by the District to meet these requirements may cause interest on the Series 2020 Bonds to be included in gross income for federal income tax purposes retroactively to their date of issuance. The District has covenanted to comply with the requirements of the Code in order to maintain the excludability of interest on the Series 2020 Bonds from gross income for federal income tax purposes.

In the opinion of Akerman LLP, Bond Counsel, under existing statutes, regulations, published rulings and court decisions and assuming continuing compliance with certain covenants and the accuracy of certain representations, (i) interest on the Series 2020 Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Code, (ii) interest on the Series 2020 Bonds will not be a specific preference item for purposes of the federal alternative minimum tax, and (iii) the Series 2020 Bonds and the interest thereon will not be subject to taxation under the laws of the State, except estate taxes and taxes under Chapter 220, Florida Statutes, as amended.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt of interest on, or disposition of the Series 2020 Bonds. Prospective purchasers of the Series 2020 Bonds should be aware that the ownership of the Series 2020 Bonds may result in other collateral federal tax consequences. Prospective purchasers of the Series 2020 Bonds should consult their own tax advisors as to the impact of these other tax consequences.

Bond Counsel's opinion is based on existing law, which is subject to change. Moreover, Bond Counsel's opinion is not a guarantee of a particular result, and is not binding on the Internal Revenue Service or the courts; rather, such opinion represents Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

From time to time, there are legislative proposals suggested, debated, introduced or pending in Congress that, if enacted into law, could alter or amend one or more of the federal tax matters described above including, without limitation, the excludability from gross income of interest on the Series 2020 Bonds, adversely affect the market price or marketability of the Series 2020 Bonds, or otherwise prevent the holders from realizing the full current benefit of the status of the interest thereon. It cannot be predicted whether or in what form any such proposal may be enacted, or whether, if enacted, any such proposal would apply to the Series 2020 Bonds. If enacted into law, such legislative proposals could affect the market price or marketability of the Series 2020 Bonds. Prospective purchasers of the Series 2020 Bonds should consult their tax advisors as to the impact of any proposed or pending legislation.

### **Original Issue Discount**

Under the Code, the difference between the maturity amount of the Series 2020 Bonds maturing on November 1, 20\_\_ (the "Discount Bonds"), and the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity and if applicable, interest rate, was sold is "original issue discount." For federal income tax purposes, original issue discount will accrue over the term of the Discount Bonds at a constant interest rate compounded on each interest payment date (or over a shorter permitted compounding interval selected by the Owner). A purchaser who acquires the Discount Bonds in the initial offering at a price equal to the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period he or she holds the Discount Bonds subject to the same considerations discussed above and will increase his or her adjusted basis in



the Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or disposition of the Discount Bonds. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of the Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Bondholders of the Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or other disposition of the Discount Bonds and with respect to the state and local tax consequences of owning and disposing of the Discount Bonds.

### **Original Issue Premium**

The difference between the principal amount of the Series 2020 Bonds maturing on November 1, 20\_\_ (the "Premium Bonds") and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Bonds of the same maturity was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each Premium Bond, or in the case of certain of the Premium Bonds that are callable prior to maturity, the amortization period and yield must be determined on the basis of the earliest call date that results in the lowest yield on such Premium Bond. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.

### **AGREEMENT BY THE STATE**

Under the Act, the State pledges to the holders of any bonds issued thereunder, including the Series 2020 Bonds, that it will not limit or alter the rights of the issuer of such bonds, including the District, to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects, including the Assessment Area Two Project, subject to the Act or to levy and collect taxes, assessments, rentals, rates, fees and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders.

### **LEGALITY FOR INVESTMENT**

The Act provides the Series 2020 Bonds are legal investments for savings banks, banks, trust companies, insurance companies, executors, administrators, trustees, guardians, and other fiduciaries, and for any board, body, agency, instrumentality, county, municipality or other political subdivision of the State, and constitute securities that may be deposited by banks or trust

companies as security for deposits of state, county, municipal or other public funds, or by insurance companies as required or voluntary statutory deposits.

### **SUITABILITY FOR INVESTMENT**

In accordance with applicable provisions of Florida law, the Series 2020 Bonds may initially be sold by the District only to “Accredited Investors” within the meaning of Chapter 517, Florida Statutes, and the rules of the Florida Department of Financial Services promulgated thereunder. The limitation of the initial offering to “Accredited Investors” does not denote restrictions of transfer in any secondary market for the Series 2020 Bonds. Investment in the Series 2020 Bonds poses certain economic risks. No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum.

The Series 2020 Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$5,000 and any integral multiple thereof, provided, however, if any initial beneficial owner of Series 2020 Bonds does not purchase at least \$100,000 of the Series 2020 Bonds at the time of initial delivery of the Series 2020 Bonds, such beneficial owner must execute and deliver to the District and the Underwriter on the date of delivery of the Series 2020 Bonds the investor letter in the form attached to the Indenture or otherwise establish to the satisfaction of the Underwriter that such beneficial owner is an “accredited investor,” as described in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended.

### **ENFORCEABILITY OF REMEDIES**

The remedies available to the owners of the Series 2020 Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Series 2020 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2020 Bonds will be qualified as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

### **FINANCIAL STATEMENTS**

The District has covenanted in the Disclosure Agreement (as herein defined), the form of which is set forth in APPENDIX D hereto to provide its annual audit to the Municipal Securities Rulemaking Board’s (“MSRB”) Electronic Municipal Markets Access repository (“EMMA”) as described in APPENDIX D. The audited financial statements of the District for the fiscal year ended September 30, 2019 are included herewith as APPENDIX F. The consent of the District’s auditor for the use of the financial statements herein has not been sought as the District’s financial statements are publicly available documents.

Beginning October 1, 2015, each community development district in Florida must have a separate website with certain information as set forth in Section 189.069, Florida Statutes, as amended. Under such statute, each district must post its proposed budget, final budget, most recent

final audit report and a link to the Department of Financial Services' website on the district website. The District currently has a website in place and is presently in compliance with the statutory guidelines required by Section 189.069, Florida Statutes, as amended.

## **LITIGATION**

### **The District**

There is no litigation against the District of any nature now pending or, to the knowledge of the District threatened, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2020 Bonds, or in any way contesting or affecting (i) the validity of the Series 2020 Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, (ii) the pledge or application of any moneys or security provided for the payment of the Series 2020 Bonds, (iii) the existence or powers of the District or (iv) the validity of the Assessment Proceedings.

### **The Developer [and Horton]**

The Developer [and Horton] will represent to the District that there is no litigation of any nature now pending or, to the knowledge of the Developer [or Horton], threatened, which could reasonably be expected to have a material and adverse effect upon the ability of the Developer [and Horton] to complete the development of Assessment Area Two of the Development as described herein, materially and adversely affect the ability of the Developer [and Horton] to pay the Series 2020 Assessments imposed against the land within the District owned by the Developer [and Horton] or materially and adversely affect the ability of the Developer [and Horton] to perform its various obligations described in this Limited Offering Memorandum.

## **NO RATING**

No application for a rating of the Series 2020 Bonds has been made to any rating agency, nor is there any reason to believe that the District would have been successful in obtaining an investment grade rating for the Series 2020 Bonds had an application been made.

## **DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS**

Rule 69W-400.003, Rules of Government Securities under Section 517.051(1), Florida Statutes, promulgated by the Florida Department of Financial Services, Office of Financial Regulation, Division of Securities and Finance ("Rule 69W-400.003"), requires the District to disclose each and every default as to the payment of principal and interest with respect to obligations issued or guaranteed by the District after December 31, 1975. Rule 69W-400.003 further provides, however, that if the District, in good faith, believes that such disclosures would not be considered material by a reasonable investor, such disclosures may be omitted. The District has not previously issued any bonds or other debt obligations. Accordingly, the District is not and has never been in default as to principal or interest on its bonds or other debt obligations.

## **CONTINUING DISCLOSURE**

The District, the Developer [and Horton] will enter into a Continuing Disclosure Agreement (the “Disclosure Agreement”), the proposed form of which is set forth in APPENDIX D, for the benefit of the Series 2020 Bondholders (including owners of beneficial interests in such Series 2020 Bonds), to provide certain financial information and operating data relating to the District and Assessment Area Two of the Development by certain dates prescribed in the Disclosure Agreement (the “Reports”) through EMMA. In addition, certain listed events must be disclosed through EMMA within a prescribed time period. The specific nature of the information to be contained in the Reports is set forth in “APPENDIX D – PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT.” Under certain circumstances, the failure of the District, the Developer [or Horton] to comply with their respective obligations under the Disclosure Agreement constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement would allow the Series 2020 Bondholders (including owners of beneficial interests in such Series 2020 Bonds), as applicable, to bring an action for specific performance.

The District has previously entered into a continuing disclosure agreement pursuant to the Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the “Rule”), relating to the Series 2018 Bonds (the “2018 Disclosure Agreement”). During the past two years, the District has timely filed its annual reports, including its audited financial statements. The District has appointed the District Manager to serve as the Dissemination Agent for the Series 2020 Bonds.

Also, pursuant to the Disclosure Agreement, the Developer [and Horton] will each covenant to provide certain financial information and operating data relating to Assessment Area Two, the Developer [and Horton], as applicable, on a quarterly basis. The Developer has previously entered into the 2018 Disclosure Agreement in connection with the Rule with respect to the Series 2018 Bonds. Due to an oversight, each of the quarterly reports for the quarters ending March 31, 2019 and June 30, 2019, were not filed on EMMA. All other filings during the past two years have been timely and in material compliance with such undertaking. The Developer [and Horton] have committed to full compliance with its continuing disclosure undertakings going forward. See “APPENDIX D – PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT.”

## **UNDERWRITING**

FMSbonds, Inc. (the “Underwriter”) has agreed to purchase the Series 2020 Bonds from the District at a purchase price of \$\_\_\_\_\_ (representing the par amount of the Series 2020 Bonds, [plus][less][net] original issue [premium][discount] of \$\_\_\_\_\_, less an Underwriter’s discount of \$\_\_\_\_\_). The Underwriter’s obligations are subject to certain conditions precedent and if obligated to purchase any of the Series 2020 Bonds the Underwriter will be obligated to purchase all of the Series 2020 Bonds. The Series 2020 Bonds may be offered and sold by the Underwriter at prices lower than the initial offering prices stated on the inside cover hereof, and such initial offering prices may be changed from time to time by the Underwriter.

## **EXPERTS**

Banks Engineering, as District Engineer, has prepared the Engineer's Report included herein as Appendix A, which report should be read in its entirety for complete information with respect to the subjects discussed therein. Wrathell, Hunt and Associates, LLC, as the District Manager, has prepared the Assessment Methodology included herein as Appendix E, which report should be read in its entirety for complete information with respect to the subjects discussed therein. As a condition to closing on the Series 2020 Bonds, both the District Engineer and the Methodology Consultant will consent to the inclusion of their reports in this Limited Offering Memorandum.

## **CONTINGENT FEES**

The District has retained Bond Counsel, District Counsel, the District Engineer, the Methodology Consultant, the Underwriter (who has retained Underwriter's counsel) and the Trustee (who has retained Trustee's Counsel), with respect to the authorization, sale, execution and delivery of the Series 2020 Bonds. Except for the payment of fees to District Counsel, the District Engineer and the Methodology Consultant, the payment of fees of the other professionals is each contingent upon the issuance of the Series 2020 Bonds.

## **VALIDATION**

The Series 2020 Bonds have been validated and confirmed by a final judgment of the Twentieth Judicial Circuit Court in and for Lee County, Florida dated February 5, 2018. The period of time during which an appeal of such judgment can be taken has expired. [Confirm]

## **FORWARD-LOOKING STATEMENTS**

Certain statements included or incorporated by reference in this Limited Offering Memorandum constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "anticipate," "budget" or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

## **LEGAL MATTERS**

Certain legal matters related to the authorization, sale and delivery of the Series 2020 Bonds are subject to the approval of Akerman LLP, Orlando, Florida, Bond Counsel. Certain legal matters will be passed upon for the Underwriter by its counsel Squire Patton Boggs (US) LLP, Miami, Florida. Certain legal matters will be passed upon for the District by its counsel, Hopping Green & Sams, P.A., Tallahassee, Florida, and for the Developer by its counsel, J. Wayne Crosby, P.A., Winter Park, Florida.

Bond Counsel's opinion included herein is based on existing law, which is subject to change. Such opinion is further based on factual representations made to Bond Counsel as of the date of such. Bond Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinion is not a guarantee of a particular result, and is not binding on the Internal Revenue Service or the courts; rather, such opinion represents Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

## **MISCELLANEOUS**

Any statements made in this Limited Offering Memorandum involving matters of opinion or estimates, whether or not expressly so stated, are set forth as such and not as representations of fact, and no representations are made that any of the estimates will be realized.

The references herein to the Series 2020 Bonds and other documents referred to herein are brief summaries of certain provisions thereof. Such summaries do not purport to be complete and reference is made to such documents for full and complete statements of such provisions.

This Limited Offering Memorandum is submitted in connection with the limited offering of the Series 2020 Bonds and may not be reproduced or used, as a whole or in part, for any purpose. This Limited Offering Memorandum is not to be construed as a contract with the purchaser or the Beneficial Owners of any of the Series 2020 Bonds.

## **AUTHORIZATION AND APPROVAL**

The execution and delivery of this Limited Offering Memorandum has been duly authorized by the Board of Supervisors of East Bonita Beach Road Community Development District.

**EAST BONITA BEACH ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

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

**APPENDIX A**  
**ENGINEER'S REPORT**

**APPENDIX B**

**COPY OF MASTER TRUST INDENTURE AND PROPOSED FORM OF  
SECOND SUPPLEMENTAL TRUST INDENTURE**



**APPENDIX C**

**PROPOSED FORM OF OPINION OF BOND COUNSEL**

**APPENDIX D**  
**PROPOSED FORM OF DISCLOSURE AGREEMENT**

**APPENDIX E**  
**ASSESSMENT METHODOLOGY**

**APPENDIX F**

**AUDITED FINANCIAL STATEMENTS AS OF  
THE FISCAL YEAR ENDED SEPTEMBER 30, 2019**

Exhibit D: Form of Continuing Disclosure Agreement

## CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this “Disclosure Agreement”) dated \_\_\_\_\_, 2020 is executed and delivered by the East Bonita Beach Road Community Development District (the “Issuer” or the “District”), Forestar (USA) Real Estate Group Inc., a Delaware corporation (the “Developer”), [D.R. Horton, Inc., a Delaware corporation (“Horton”)] and Wrathell, Hunt and Associates, LLC, Boca Raton, Florida, as dissemination agent (together with its successors and assigns, the “Dissemination Agent”) in connection with the Issuer’s Special Assessment Revenue Bonds, Series 2020 (Assessment Area Two) (the “Bonds”). The Bonds are secured pursuant to a Master Trust Indenture dated as of September 1, 2018 (the “Master Indenture”) and a Second Supplemental Trust Indenture dated as of \_\_\_\_\_ 1, 2020 (the “Second Supplemental Indenture” and, together with the Master Indenture, the “Indenture”), each entered into by and between the Issuer and U.S. Bank National Association, a banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office initially in Fort Lauderdale, Florida, as trustee (the “Trustee”). The Issuer, the Developer, [Horton] and the Dissemination Agent covenant and agree as follows:

1. **Purpose of this Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the Issuer, the Developer, [Horton] and the Dissemination Agent for the benefit of the Beneficial Owners (as defined herein) of the Bonds and to assist the Participating Underwriter (as defined herein) of the Bonds in complying with the Rule (as defined herein). The Issuer, the Developer and [Horton] have no reason to believe that this Disclosure Agreement does not satisfy the requirements of the Rule and the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction, a governmental regulatory agency, or an attorney specializing in federal securities law, that the Rule requires the Issuer or the Developer or [Horton] to provide additional information, the Issuer, the Developer and [Horton], as applicable, each agrees to promptly provide such additional information.

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the Issuer, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the Issuer, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. **Definitions.** Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Indenture. The following capitalized terms as used in this Disclosure Agreement shall have the following meanings:

“Annual Filing Date” means the date set forth in Section 3(a) hereof by which the Annual Report is to be filed with each Repository.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i)(A) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Assessment Area Two” shall mean that portion of the assessable lands within the District subject to Assessments as more particularly described in the Limited Offering Memorandum.

“Assessments” shall mean the non-ad valorem Series 2020 Assessments, pledged to the payment of the Bonds, pursuant to the Indenture.

“Audited Financial Statements” means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

“Audited Financial Statements Filing Date” means the date set forth in Section 3(a) hereof by which the Audited Financial Statements are to be filed with each Repository if the same are not included as part of the Annual Report.

“Beneficial Owner” shall mean any person which, (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Business Day” means any day other than (a) a Saturday, Sunday or a day on which banks located in the city in which the designated corporate trust office of the Trustee is located are required or authorized by law or executive order to close for business, and (b) a day on which the New York Stock Exchange is closed.

“Disclosure Representative” shall mean (i) as to the Issuer, the District Manager or its designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time as the person responsible for providing information to the Dissemination Agent; and (ii) as to each entity constituting an Obligated Person (other than the Issuer), the individuals executing this Disclosure Agreement on behalf of such entity or such person(s) as such entity shall designate in writing to the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent.

“Dissemination Agent” shall mean the Issuer or an entity appointed by the Issuer to act in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof. Wrathell, Hunt and Associates, LLC, Boca Raton, Florida, has been designated as the initial Dissemination Agent hereunder.

“District Manager” shall mean Wrathell, Hunt and Associates, LLC, Boca Raton, Florida, and its successors and assigns.

“EMMA” means the Electronic Municipal Market Access system for municipal securities disclosures located at <http://emma.msrb.org/>.

“EMMA Compliant Format” shall mean a format for any document provided to the MSRB (as hereinafter defined) which is in an electronic format and is accompanied by identifying information, all as prescribed by the MSRB.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

“Limited Offering Memorandum” shall mean the final Limited Offering Memorandum dated \_\_\_\_\_, 2020 relating to the Bonds.

“Listed Events” shall mean any of the events listed in Section 6(a) of this Disclosure Agreement.

“MSRB” means the Municipal Securities Rulemaking Board.

“Obligated Person(s)” shall mean, with respect to the Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the Issuer, and for the purposes of this Disclosure Agreement, the Developer, [Horton] and its respective affiliates, successors or assigns (excluding homebuyers who are end users), for so long as the Developer, [Horton] or its respective affiliates, successors or assigns (excluding homebuyers who are end users) are the owner of District lands responsible for payment of at least 20% of the Assessments.

“Participating Underwriter” shall mean FMSbonds, Inc.

“Quarterly Filing Date” shall mean for the quarter ending: (i) March 31, each May 1; (ii) June 30, each August 1; (iii) September 30, each November 1; and (iv) December 31, each February 1 of the following year. The first Quarterly Filing Date shall be February 1, 2021.

“Quarterly Report” shall mean any Quarterly Report provided by any Obligated Person (other than the Issuer) pursuant to, and as described in, Section 5 of this Disclosure Agreement.

“Repository” shall mean each entity authorized and approved by the SEC (as hereinafter defined) from time to time to act as a repository for purposes of complying with the Rule. The Repositories currently approved by the SEC may be found by visiting the SEC’s website at <http://www.sec.gov/info/municipal/nrmsir.htm>. As of the date hereof, the Repository recognized



by the Securities and Exchange Commission for such purpose is the MSRB, which currently accepts continuing disclosure submissions through its EMMA web portal. As used herein, “Repository” shall include the State Repository, if any.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same has and may be amended from time to time.

“SEC” means the Securities and Exchange Commission.

“State” shall mean the State of Florida.

“State Repository” shall mean any public or private repository or entity designated by the State as a state repository for the purposes of the Rule.

### 3. **Provision of Annual Reports.**

(a) Subject to the following sentence, the Issuer shall provide the Annual Report to the Dissemination Agent no later than one hundred eighty (180) days after the close of the Issuer’s Fiscal Year (the “Annual Filing Date”), commencing with the Annual Report for the Fiscal Year ended September 30, 2020. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; *provided that* the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report, and may be submitted in accordance with State law, which currently requires such Audited Financial Statements to be provided up to, but no later than, 9 months after the close of the Issuer’s Fiscal Year (the “Audited Financial Statements Filing Date”). The Issuer shall, or shall cause the Dissemination Agent to, provide to the Repository the components of an Annual Report which satisfies the requirements of Section 4(a) of this Disclosure Agreement within thirty (30) days after same becomes available, but in no event later than the Annual Filing Date or Audited Financial Statements Filing Date, if applicable. If the Issuer’s Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 6.

(b) If on the fifteenth (15<sup>th</sup>) day prior to each Annual Filing Date or the Audited Financial Statements Filing Date, as applicable, the Dissemination Agent has not received a copy of the Annual Report or Audited Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be via email) to remind the Issuer of its undertaking to provide the Annual Report or Audited Financial Statements, as applicable, pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report or the Audited Financial Statements, as applicable, in accordance with Section 3(a) above, or (ii) advise the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report or Audited Financial Statements, as applicable, within the times required under this Disclosure Agreement, state the date by which the Annual Report or the Audited Financial Statements for such year, as applicable, will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 6(a)(xvii) has occurred and to

immediately send a notice to the Repository in substantially the form attached hereto as Exhibit A.

(c) If the Dissemination Agent has not received an Annual Report by 12:00 noon on the first (1<sup>st</sup>) Business Day following the Annual Filing Date for the Annual Report or the Audited Financial Statements by 12:00 noon on the first (1<sup>st</sup>) Business Day following the Audited Financial Statements Filing Date for the Audited Financial Statements, then a Listed Event as described in Section 6(a)(xvii) shall have occurred and the Issuer irrevocably directs the Dissemination Agent to immediately send a notice to the Repository in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Issuer and the Trustee stating that the Annual Report or Audited Financial Statement has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided, and listing all Repositories with which it was filed.

(e) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Agreement shall be provided in an EMMA Compliant Format.

#### 4. **Content of Annual Reports.**

(a) Each Annual Report shall contain or incorporate by reference Annual Financial Information with respect to the Issuer, including the following:

(i) The amount of Assessments levied for the most recent prior Fiscal Year.

(ii) The amount of Assessments collected from the property owners during the most recent prior Fiscal Year.

(iii) If available, the amount of delinquencies greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of the applicable Assessments due in any year, a list of delinquent property owners.

(iv) If available, the amount of tax certificates sold, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year.

(v) All fund balances in all Funds and Accounts for the Bonds. Upon request, the Issuer shall provide any Beneficial Owners and the Dissemination Agent with this information at least annually, and, in such cases, within thirty (30) days of such written request.

(vi) The total amount of Bonds Outstanding.

(vii) The amount of principal and interest to be paid on the Bonds in the current Fiscal Year.

(viii) The most recent Audited Financial Statements of the Issuer.

(ix) [The certified tax roll for the current Fiscal Year (certified in the prior Fiscal Year) the contains the folio numbers, the Assessments to be levied in the then current Fiscal Year (both debt assessments and operation and maintenance assessments broken out separately), the assessed value associated with each folio, and the total assessed value for all the land within Assessment Area Two.]

(b) In the event of any amendment or waiver of a provision of this Disclosure Agreement, a description of such amendment or waiver shall be included in the next Annual Report, and in each case shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, or the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

(c) To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth (unless Audited Financial Statements are being delivered more than 180 days after the close of the Issuer's Fiscal Year pursuant to Section 3(a) hereof). Any or all of the items listed above may be incorporated by reference from other documents, including limited offering memorandums and official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the SEC. If the document incorporated by reference is a final limited offering memorandum or official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

(d) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

## 5. **Quarterly Reports.**

(a) Each Obligated Person (other than the Issuer) shall provide an electronic copy of the Quarterly Report to the Dissemination Agent no later than fifteen (15) days prior to each Quarterly Filing Date. Promptly upon receipt of an electronic copy of the Quarterly Report, but in any event within ten (10) days after receipt thereof, the Dissemination Agent shall provide a Quarterly Report to the Repository.

(b) Each Quarterly Report shall contain an update of the following information for each Obligated Person to the extent available:

(i) The number and type of lots in Assessment Area Two subject to the Assessments. (cumulative).

(ii) The number and type of lots owned in Assessment Area Two by the Obligated Person. (cumulative).

(iii) The number and type of lots platted in Assessment Area Two.

(iv) The number and type of units under construction and the number and type of units constructed in Assessment Area Two. (cumulative).

(v) The number and type of units under contract with homebuyers in Assessment Area Two. (cumulative).

(vi) The number and type of units closed with homebuyers (delivered to end users) in Assessment Area Two. (cumulative).

(vii) Materially adverse changes or determinations to (a) permits/approvals for the development of Assessment Area Two, (b) the development plan or (c) the Developer or [Horton], including but not limited to, changes in financial status, ownership, and corporate structure.

(viii) The occurrence of any new or modified mortgage debt on the land owned by the Obligated Person in Assessment Area Two, including the amount, interest rate and terms of repayment.

(ix) Whether the Obligated Person has made any bulk sale of the land subject to the Assessments other than as contemplated in the Limited Offering Memorandum.

(c) If an Obligated Person sells, assigns or otherwise transfers ownership of real property in the District (a "Transferor Obligated Person") to a third party, which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Transferor Obligated Person hereby agrees to use its best efforts to contractually obligate such third party to agree to comply with the disclosure obligations of an Obligated Person hereunder for so long as such third party is an Obligated Person hereunder, to the same extent as if such third party were a party to this Disclosure Agreement. The Transferor Obligated Person shall notify the District and the Dissemination Agent in writing of any Transfer within two (2) Business Days of the occurrence thereof. In the event that the Transferor Obligated Person remains an Obligated Person hereunder following any Transfer, nothing herein shall be construed to relieve the Transferor Obligated Person from its obligations hereunder.

(d) If the Dissemination Agent has not received a Quarterly Report that contains, at a minimum, the information in Section 5(b) of this Disclosure Agreement by 12:00 noon on the first (1<sup>st</sup>) Business Day following each Quarterly Filing Date, a Listed Event described in Section 6(a)(xvii) shall have occurred and the District and each Obligated Person

hereby direct the Dissemination Agent to send a notice to the Repository in substantially the form attached as Exhibit A, with a copy to the District. The Dissemination Agent shall file such notice no later than thirty (30) days following the applicable Quarterly Filing Date.

6. **Reporting of Significant Events.**

(a) This Section 6 shall govern the giving of notices of the occurrence of any of the following Listed Events with respect to the Bonds:

- (i) Principal and interest payment delinquencies.
- (ii) Modifications to rights of Bond holders, if material.
- (iii) Bond calls, if material, and tender offers.
- (iv) Defeasances.
- (v) Rating changes.\*

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determination of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

(vii) Any unscheduled draw on the Debt Service Reserve Fund established under the Indenture reflecting financial difficulties.

(viii) Any unscheduled draw on credit enhancements reflecting financial difficulties.\*

(ix) The release, substitution or sale of property securing repayment of the Bonds, if material.

(x) The substitution of credit or liquidity providers or their failure to perform.\*

(xi) Non-payment related defaults, if material.

(xii) Bankruptcy, insolvency, receivership or similar event of the Issuer or any Obligated Person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer or any Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an

---

\*Not applicable to the Bonds.

order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person).

(xiii) The consummation of a merger, consolidation, or acquisition involving the Issuer or any Obligated Person or the sale of all or substantially all of the assets of the Issuer or any Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(xiv) The appointment of a successor or additional trustee or the change of name of the Trustee, if material.

(xv) Incurrence of a Financial Obligation of the Issuer or any Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or any Obligated Person, any of which affect security holders, if material.

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer or any Obligated Person, any of which reflect financial difficulties.

(xvii) Failure to provide (A) any Annual Report or Audited Financial Statement as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Section 4(a) of this Disclosure Agreement, or (B) any Quarterly Report that contains, in all material respects, the information required to be included therein under Section 5(b) of this Disclosure Agreement, which failure shall, in all cases, be deemed material under federal securities laws.

(b) The Issuer shall give, or cause to be given, notice of the occurrence of any of the above subsection (a) Listed Events to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after its occurrence, with the exception of the Listed Event described in Section 6(a)(xvii), which notice will be given in a timely manner. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (d) below. Such notice shall identify the Listed Event that has occurred, include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth (10<sup>th</sup>) Business Day after the occurrence of the Listed Event).

(c) Each Obligated Person shall notify the Issuer of the occurrence of a Listed Event described in subsection (a)(ix), but only to the extent not in the ordinary course of business, and subsections (a)(xii), (xiii), (xv) or (xvii) above as to such Obligated Person within five (5) Business Days after the occurrence of the Listed Event so as to enable the Issuer to comply with its obligations under this Section 6.

(d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with each Repository.

7. **Termination of Disclosure Agreement.** This Disclosure Agreement shall terminate with respect to the Bonds upon the defeasance, prior redemption or payment in full of all of the Bonds.

8. **Prior Undertakings.** Except as disclosed in the Limited Offering Memorandum, during the past five (5) years, the Developer and [Horton] have been in compliance with all prior continuing disclosure undertakings in connection with the Rule.

9. **Dissemination Agent.** Upon termination of the Dissemination Agent's services as Dissemination Agent, whether by notice of the Issuer or the Dissemination Agent, the Issuer agrees to appoint a successor Dissemination Agent or, alternatively, agrees to assume all responsibilities of Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. If at any time there is not any other designated Dissemination Agent, the District shall be deemed to be the Dissemination Agent. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Dissemination Agent hereunder. The initial Dissemination Agent shall be Wrathell, Hunt and Associates, LLC, Boca Raton, Florida. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of Wrathell, Hunt and Associates, LLC, Boca Raton, Florida. Wrathell, Hunt and Associates, LLC, Boca Raton, Florida may terminate its role as Dissemination Agent at any time upon delivery of thirty (30) days prior written notice to the District and each Obligated Person.

10. **Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the Issuer, the Developer, [Horton] and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the Issuer, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment and/or waiver in the next Annual Report and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, or the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Notwithstanding the above provisions of this Section 10, no amendment to the provisions of Section 5(b) hereof may be made without the consent of each Obligated Person, if any.

11. **Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

12. **Default.** In the event of a failure of the Issuer, the Disclosure Representative, any Obligated Person or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee shall, at the request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and receipt of indemnity satisfactory to the Trustee, or any Beneficial Owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer, the Disclosure Representative, any Obligated Person or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement by any Obligated Person other than the Issuer shall not be deemed a default by the Issuer hereunder and no default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Disclosure Representative, any Obligated Person, or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

13. **Duties of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. The District, each Obligated Person and the Disclosure Representative covenant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District, the Developer, [Horton] and the Disclosure Representative acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, Obligated Person(s), the Disclosure Representative and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, any Obligated Person or the Disclosure Representative as thereafter disseminated by the Dissemination Agent. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA Compliant Format and shall include the applicable CUSIP number(s) for the Bonds set forth in Exhibit A hereto, to which any such filing relates.

14. **Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Developer, [Horton], the Dissemination Agent, the Trustee, the Participating



Underwriter and the Owners of the Bonds (the Participating Underwriter and Owners of the Bonds being hereby deemed express third party beneficiaries of this Disclosure Agreement), and shall create no rights in any other person or entity.

15. **Tax Roll and Budget.** Upon the request of the Dissemination Agent, the Trustee or any Beneficial Owner, the Issuer, through its District Manager, if applicable, agrees to provide such party with a certified copy of its most recent tax roll provided to the Lee County Tax Collector and the Issuer's most recent adopted budget.

16. **Governing Law.** The laws of the State of Florida and Federal law shall govern this Disclosure Agreement and venue shall be any state or federal court having jurisdiction in Lee County, Florida.

17. **Counterparts.** This Disclosure Agreement may be executed in several counterparts and by PDF signature and all of which shall constitute but one and the same instrument.

18. **Trustee Cooperation.** The Issuer represents that the Dissemination Agent is a bona fide agent of the Issuer and the Issuer instructs the Trustee to deliver to the Dissemination Agent at the expense of the Issuer, any information or reports in the possession of or readily available to the Trustee which the Dissemination Agent requests in writing.

19. **Binding Effect.** This Disclosure Agreement shall be binding upon each party to this Disclosure Agreement and upon each successor and assignee of each party to this Disclosure Agreement and shall inure to the benefit of, and be enforceable by, each party to this Disclosure Agreement and each successor and assignee of each party to this Disclosure Agreement. Notwithstanding the foregoing, as to any entity comprising the Developer and [Horton] or any assignee or successor thereto that becomes an Obligated Person pursuant to the terms of this Disclosure Agreement, only successors or assignees to such party who are, by definition, Obligated Persons, shall be bound or benefited by this Disclosure Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

EAST BONITA BEACH ROAD  
COMMUNITY DEVELOPMENT  
DISTRICT, as Issuer

[SEAL]

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

ATTEST:

By: \_\_\_\_\_  
Assistant Secretary

FORESTAR (USA) REAL ESTATE  
GROUP INC., a Delaware corporation, as  
Developer

By: \_\_\_\_\_  
Name: Daniel C. Bartok  
Title: Chief Executive Officer

[D.R. HORTON, INC., a Delaware  
corporation]

By: \_\_\_\_\_  
Name: Rafael J. Roca  
Title: Vice-President

WRATHELL, HUNT AND ASSOCIATES,  
LLC, as Dissemination Agent

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

CONSENTED TO AND AGREED TO BY:

DISTRICT MANAGER

WRATHELL, HUNT AND ASSOCIATES, LLC,  
as District Manager

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

Acknowledged and agreed to for purposes of  
Sections 12, 14 and 18 only:

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

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

**EXHIBIT A**

**FORM OF NOTICE TO REPOSITORIES OF FAILURE TO FILE [ANNUAL REPORT]  
[AUDITED FINANCIAL STATEMENTS] [QUARTERLY REPORT]**

Name of Issuer: East Bonita Beach Road Community Development District

Name of Bond Issue: \$\_\_\_\_\_ aggregate principal amount of Special Assessment Revenue Bonds, Series 2020 (Assessment Area Two)

Obligated Person(s): East Bonita Beach Road Community Development District; Forestar (USA) Real Estate Group Inc.; [D. R. Horton, Inc.]

Original Date of Issuance: \_\_\_\_\_, 2020

CUSIP Numbers:

NOTICE IS HEREBY GIVEN that the [Issuer][Developer][Horton] has not provided an [Annual Report] [Audited Financial Statements] [Quarterly Report] with respect to the above-named Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated \_\_\_\_\_, 2020 by and between the Issuer, the Developer, Horton and the Dissemination Agent named therein. The [Issuer][Developer][Horton] has advised the undersigned that it anticipates that the [Annual Report] [Audited Financial Statements] [Quarterly Report] will be filed by \_\_\_\_\_, 20\_\_\_\_.

Dated: \_\_\_\_\_

\_\_\_\_\_, as Dissemination Agent

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

cc: Issuer  
Trustee

**EAST BONITA BEACH ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

**7A**

**AGREEMENT BETWEEN THE EAST BONITA BEACH ROAD COMMUNITY  
DEVELOPMENT DISTRICT AND FORESTAR (USA) REAL ESTATE GROUP INC.  
REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT,  
IMPROVEMENTS AND REAL PROPERTY – SERIES 2020 BONDS**

THIS ACQUISITION AGREEMENT (“Agreement”) is made and entered into, by and between:

**East Bonita Beach Road Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in the City of Bonita Springs, Florida (the "**District**"), and

**Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, and primary landowner of lands within the District (together with its successors and assigns, the "**Landowner**").

**RECITALS**

**WHEREAS**, the East Bonita Beach Road Community Development District was established by the City Council of the City of Bonita Springs for the purpose of providing infrastructure improvements, facilities and services to the lands within the District as provided in the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (“**Act**”); and

**WHEREAS**, the Act authorizes the District to issue bonds for the purpose, among others, of acquiring, planning, financing, constructing, installing, operating and/or maintaining certain infrastructure, including property, stormwater management, irrigation, buffers, public roadways, wetland mitigation, and other infrastructure projects within or without the boundaries of the District; and

**WHEREAS**, the Landowner is currently the owner of certain lands in the City of Bonita Springs, Florida (“**City**”), located within the boundaries of the District as further described in the attached **Exhibit A** (“**Assessment Area Two**”); and

**WHEREAS**, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services as detailed in the *Engineer’s Report for the East Bonita Beach Road Community Development District*, dated January 9, 2018 (“**AA1 Report**”), as supplemented by the *Amended and Restated Engineer’s Report for the East Bonita Beach Road Community Development District*, dated September 28, 2020 (the “**Engineer’s Report**”), attached to this Agreement as **Exhibit B** (the “**Assessment Area Two Project**”); and

**WHEREAS**, the District previously issued \$5,200,000 Special Assessment Revenue Bonds, Series 2018 (Assessment Area One) for the purpose of financing a portion of the improvements described in the AA1 Report known as the Assessment Area One Project; and

**WHEREAS**, the District now intends to issue \$5,580,000 Special Assessment Revenue Bonds, Series 2020 (Assessment Area Two) (“**2020 Bonds**”) for the purpose of financing all or a portion of the improvements described in the Engineer’s Report and identified as the “**Assessment Area Two Project**”; and

**WHEREAS**, the District has not had sufficient monies on hand to allow the District to finance directly: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Assessment Area Two Project (“**Work Product**”); or (ii) the construction, installation or acquisition of any or all of the improvements comprising the Assessment Area Two Project (“**Improvements**”) and real property interests made part thereof (“**Real Property**”); and

**WHEREAS**, the District acknowledges the Landowner’s need to commence or cause commencement of development of the lands within the District in an expeditious and timely manner; and

**WHEREAS**, in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, the Landowner has advance funded, commenced, and completed and/or will complete certain of the Work Product and/or Improvements, and, pursuant to that certain *Completion Agreement*, dated [REDACTED], 2020, being entered into between the District and Landowner concurrent herewith, Landowner may cause funds to be advanced and/or Improvements to be completed to the extent that the proceeds of the 2020 Bonds are insufficient to cover costs of construction of the remaining Improvements; and

**WHEREAS**, the Landowner and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related Real Property from Landowner.

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

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

**2. WORK PRODUCT AND IMPROVEMENTS.** The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon (“**Acquisition Date**”). Subject to any applicable legal requirements (including, but not limited to, those laws governing the use of proceeds from tax-exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product, Improvements and Real Property that are part of the Assessment Area Two Project.

a. *Request for Conveyance and Supporting Documentation* – When Work Product or Improvements are ready for conveyance by or on behalf of the Landowner to the District, the Landowner shall notify the District in writing,

describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Landowner agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.

- b. **Costs** – Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the 2020 Bonds, and the requirements of this Agreement, the District shall pay the lesser of (i) the actual cost creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The Landowner shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Landowner for any Work Product and/or Improvements. The District Engineer shall review all evidence of cost and shall certify to the District Board whether the cost being paid is the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The District Engineer’s opinion as to cost shall be set forth in an Engineer’s Certificate which shall accompany the requisition for the funds from the District’s Trustee for the Bonds (“**Trustee**”).
- c. **Conveyances on “As Is” Basis.** Unless otherwise agreed, all conveyances of Work Product and/or Improvements shall be on an “as is” basis. Landowner agrees to assign, transfer and convey to the District any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.
- d. **Right to Rely on Work Product and Releases** – The Landowner agrees to release to the District all right, title, and interest which the Landowner may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Landowner shall reasonably obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. The District agrees to allow the Landowner access to and use of the Work Product without the payment of any fee by the Landowner. However, to the extent the Landowner’s access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Landowner agrees to pay such cost or expense.



- e. **Transfers to Third Party Governments** – If any item acquired is to be conveyed to a third party governmental body, then the Landowner agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any.
- f. **Permits** – The Landowner agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.
- g. **Engineer’s Certification** – The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are part of the Assessment Area Two Project; (ii) the price for such Work Product and/or Improvements does not exceed the lesser of the cost of the Work Product and/or Improvements or the fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

**3. CONVEYANCE OF REAL PROPERTY.** The Landowner agrees that it will convey to the District at or prior to the Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the District’s Board of Supervisors together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements or that is made part of the Assessment Area Two Project.

- a. **Cost.** The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are included as part of the Assessment Area Two Project, and (ii) the purchase price for the Real Property is less than or equal to the appraised value of the Real Property, based on an appraisal obtained by the District on its own or through the Landowner for this purpose. The parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District.

- b. ***Fee Title and Other Interests*** – The District may determine in its reasonable discretion that fee title for the Real Property is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems acceptable.
- c. ***Landowner Reservation*** – Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Landowner of its right, easement and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the development) not inconsistent with the District’s use, occupation or enjoyment thereof.
- d. ***Fees, Taxes, Title Insurance*** – The Landowner shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the Real Property upon which the Improvements are constructed. The Landowner shall be responsible for all taxes and assessments levied on the Real Property upon which the Improvements are constructed until such time as the Landowner conveys all said lands to the District. At the time of conveyance, the Landowner shall provide, at its expense, an owner’s title insurance policy or other evidence of title in a form satisfactory to the District.
- e. ***Boundary Adjustments*** – Landowner and the District agree that future boundary adjustments may be made as deemed reasonably necessary by both parties in order to accurately describe Real Property conveyed to the District and lands which remain in Landowner’s ownership. The parties agree that any Real Property transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Landowner agrees that if a court or other governmental entity determines that a re-platting of the Real Property within the District is necessary, Landowner shall pay all costs and expenses associated with such actions.

**4. TAXES, ASSESSMENTS, AND COSTS.**

- a. ***Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Landowner agrees to place in escrow with the County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.



acquisitions. In the event the District does not or cannot issue sufficient bonds within five (5) years from the date of this Agreement to pay for all acquisitions hereunder, and, thus does not make payment to the Landowner for any unfunded acquisitions, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions. The Landowner acknowledges that the District may convey some or all of the Work Product and/or Improvements in the Engineer's Report to a general purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.

**6. DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance.

**7. ATTORNEYS' FEES AND COSTS.** 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 fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**8. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Landowner. Additionally, this Agreement may not be amended without the prior written consent of the Trustee acting at the direction of the bondholders owning a majority of the aggregate principal amount of the 2020 Bonds then outstanding, which consent shall not be unreasonably withheld.

**9. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Landowner; both the District and the Landowner have complied with all the requirements of law; and both the District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

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

**A. If to District:** East Bonita Beach Road CDD  
c/o Wrathell Hunt & Associates  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Landowner:** Forestar (USA) Real Estate Group Inc.  
3330 Cumberland Blvd., Suite 275  
Atlanta, Georgia 30339  
Attn: Brian Blythe, Vice President, Real Estate Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

**11. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Landowner as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

**12. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns. Notwithstanding anything in this Agreement to the contrary, the Trustee for the 2020 Bonds shall be a direct third party beneficiary of the terms and conditions of this Agreement and, acting at the direction of and on behalf of the bondholders owning a majority of the aggregate principal amount of the 2020 Bonds outstanding, shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations under this Agreement.

**13. ASSIGNMENT.** Neither the District nor the Landowner may assign this Agreement or any monies to become due hereunder without the prior written approval of the other and the Trustee and bondholders owning a majority of the aggregate principal amount of the 2020 Bonds outstanding, which consent shall not be unreasonably withheld. Such consent shall not be required in the event of a sale of the majority of the lands within the District then

owned by the Landowner pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Landowner under this Agreement, provided however that no such assignment shall be valid where the assignment is being made for the purpose of avoiding the Landowner's obligations hereunder.

**14. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Lee County, Florida.

**15. PUBLIC RECORDS.** The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public record and treated as such in accordance with Florida law.

**16. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**17. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability that may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred by sovereign immunity or by other operation of law.

**18. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**19. 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.

**20. EFFECTIVE DATE.** This Agreement shall be effective \_\_\_\_\_, 2020.

**[Signature Pages Follow]**

**WHEREFORE**, the parties below execute the Acquisition Agreement.

Attest:

**EAST BONITA BEACH ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
By: J. Wayne Everett  
Its: Chairman

**FORESTAR (USA) REAL ESTATE GROUP  
INC.**, a Delaware corporation

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name: Charles D. Jehl  
Title: Chief Financial Officer

**Exhibit A:** Assessment Area Two Lands

**Exhibit B:** *Amended and Restated Engineer's Report for the East Bonita Beach Road  
Community Development District, dated September 28, 2020*



**Exhibit A**  
*Assessment Area Two Lands*

DESCRIPTION  
OF  
ASSESSMENT AREA TWO

ALL OF TRACTS "B-3", TRACT "FD", TRACT "D-4", TRACT "L-8", AND TRACT "L-9", AND THE EASTERLY 473.85 FEET OF TRACT "D-1", SEASONS AT BONITA, ACCORDING TO THE MAP OF PLAT THEREOF, RECORDED IN INSTRUMENT NUMBER 2018000200311, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

SUBJECT PROPERTY CONTAINS: 65.76 ACRES, MORE OR LESS.

**Exhibit B**  
*Amended and Restated Engineer's Report*  
*for the East Bonita Beach Road Community Development District*

**EAST BONITA BEACH ROAD**  
**COMMUNITY DEVELOPMENT DISTRICT**

**7B**

**AGREEMENT BY AND BETWEEN THE EAST BONITA BEACH ROAD  
COMMUNITY DEVELOPMENT DISTRICT AND FORESTAR (USA) REAL ESTATE  
GROUP INC. REGARDING THE COMPLETION OF CERTAIN IMPROVEMENTS**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2020, by and among:

**East Bonita Beach Road Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being located in the City of Bonita Springs, Florida (the “**District**”); and

**Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, and the primary landowner of lands within the District (together with its successors and assigns, the “**Landowner**”).

**RECITALS**

**WHEREAS**, the East Bonita Beach Road Community Development District was established by the City Council of the City of Bonita Springs for the purpose of providing infrastructure improvements, facilities and services to the lands within the District as provided in the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes* (“**Act**”); and

**WHEREAS**, the Landowner is currently the owner of lands located within the boundaries of the District known as Assessment Area Two (hereinafter defined); and

**WHEREAS**, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, services and real property within and without the boundaries of the District (together, “**Improvements**”), which plan is detailed in the *Amended and Restated Engineer’s Report for the East Bonita Beach Road Community Development District*, dated September 28, 2020 (the “**Engineer’s Report**”); and

**WHEREAS**, the Improvements described in the Engineer’s Report make up all of the infrastructure improvements necessary to fully develop the real property within Assessment Area Two (hereinafter defined); and

**WHEREAS**, the District presently intends to issue \$5,580,000 in Special Assessment Revenue Bonds, Series 2020 (Assessment Area Two) (the “**2020 Bonds**”) to fund all or a portion of the Improvements set forth in the Engineer’s Report (the “**Assessment Area Two Project**”), attached to this Agreement as **Exhibit A**, and levy special assessments for the repayment of the 2020 Bonds (“**Series 2020 Assessments**”), as further detailed in that certain *Second Special Assessment Methodology Report*, dated September 28, 2020 (the “**Assessment Report**”) on certain lands set forth in the Assessment Report identified as Assessment Area Two

(“**Assessment Area Two**”), as more particularly described at **Exhibit B**, which are expected to comprise 264 single-family residential units; and

**WHEREAS**, in order to ensure that the Improvements for the Assessment Area Two Project are completed and funding is available in a timely manner to provide for their completion, the Landowner and the District hereby agree that, in exchange for the District agreeing to use its proceeds from the 2020 Bonds to construct the improvements, and acquire the real property, described in the Engineer’s Report including, but not limited to, the Assessment Area Two Project, should the existing proceeds be insufficient to complete the Assessment Area Two Project, the Landowner will make provision for any additional funds that may be needed for the completion of the Assessment Area Two Project including, but not limited to, all administrative, legal, warranty, engineering, permitting and/or other related soft costs.

**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 District and the Landowner agree as follows:

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

**2. COMPLETION OF IMPROVEMENTS.** The Landowner and District agree that, as long as the District uses its proceeds from the 2020 Bonds issued to construct and/or acquire Improvements described in the Engineer’s Report as the Assessment Area Two Project, as may be amended from time to time, should the District be unable to complete and/or acquire the Assessment Area Two Project with its existing proceeds, the Landowner agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed and/or acquired, those portions of the Assessment Area Two Project which remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (the “**Remaining Improvements**”) whether pursuant to existing contracts, including change orders thereto, or future contracts. The District and Landowner hereby acknowledge and agree that this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Improvements not funded by the District. The Landowner hereby acknowledges and agrees that the District is under no obligation to issue Bonds now or in the future and nothing in this Agreement shall be construed to obligate the District to issue Bonds.

(a) When all or any portion of the Remaining Improvements are the subject of an existing District contract, the Landowner shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.

(b) When any portion of the Remaining Improvements is not the subject of an existing District contract, the Landowner may choose to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to

allow the District to complete or cause to be completed, those Remaining Improvements, subject to a formal determination by the Board of Supervisors that the option selected by the Landowner will not adversely impact the District, and is in the District's best interests.

(c) Should there be any disagreement between the District and the Landowner regarding the extent of the Improvements making up the Assessment Area Two Project, the District and the Landowner agree that the District Engineer shall make the final determination.

(d) The District and Landowner agree and acknowledge that any and all portions of the Remaining Improvements which are constructed or caused to be constructed, or acquired as may be the case for real property and improvements, by the Landowner shall be conveyed to the District or such other appropriate unit of local government as is designated in the Engineer's Report as the Assessment Area Two Project or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government.

(e) Material changes to the Assessment Area Two Project or the Remaining Improvements shall require the prior written consent of the Trustee acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Bonds then outstanding.

**3. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. Except as expressly otherwise provided in this Agreement, the District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Except as expressly otherwise provided in this Agreement, nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**4. ENFORCEMENT OF AGREEMENT.** 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 fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**5. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Landowner. This Agreement may not be amended without the prior written consent of the Trustee acting at the direction of the bondholders holding a majority of the aggregate principal amount of the Bonds then outstanding.

**6. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Landowner, both the District and the Landowner have complied with all the requirements of law, and both the District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

**7. NOTICES.** All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**A. If to District:** East Bonita Beach Road CDD  
c/o Wrathell Hunt & Associates  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Landowner:** Forestar (USA) Real Estate Group Inc.  
3330 Cumberland Blvd., Suite 275  
Atlanta, Georgia 30339  
Attn: Brian Blythe, Vice President, Real Estate Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**8. ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Landowner as an arm’s length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

**9. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee for the Bonds on behalf of the Bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

**10. ASSIGNMENT.** Neither the District nor the Landowner may assign this Agreement or any monies to become due hereunder without the prior written approval of the other and the Trustee acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Bonds then outstanding. Such consent shall not be required in the event of a sale of the majority of Assessment Area Two subject to the assessments then owned by the Landowner pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Landowner under this Agreement.

**11. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Lee County, Florida.

**12. EFFECTIVE DATE.** This Agreement shall be effective after execution by both the District and the Landowner.

**13. PUBLIC RECORDS.** The Landowner 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.

**14. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**15. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.



**16. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**17. 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.

*[Signature Pages Follow]*

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

Attest:

**EAST BONITA BEACH ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

By: J. Wayne Everett  
Its: Chairman

**WITNESSES:**

**FORESTAR (USA) REAL ESTATE GROUP  
INC.**

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

Print Name: Charles D. Jehl

Title: Chief Financial Officer

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

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

**Exhibit A:** *Amended and Restated Engineer's Report for the East Bonita Beach Road  
Community Development District, dated September 28 2020*

**Exhibit B:** Legal Description of Assessment Area Two

**Exhibit A:**  
Amended and Restated Engineer's Report

**Exhibit B:**  
Legal Description of Assessment Area Two

DESCRIPTION  
OF  
ASSESSMENT AREA TWO

ALL OF TRACTS "B-3", TRACT "FD", TRACT "D-4", TRACT "L-8", AND TRACT "L-9", AND THE EASTERLY 473.85 FEET OF TRACT "D-1", SEASONS AT BONITA, ACCORDING TO THE MAP OF PLAT THEREOF, RECORDED IN INSTRUMENT NUMBER 2018000200311, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

SUBJECT PROPERTY CONTAINS: 65.76 ACRES, MORE OR LESS.

**EAST BONITA BEACH ROAD**  
**COMMUNITY DEVELOPMENT DISTRICT**

**7C**

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

(This space reserved for Clerk)

Jennifer Kilinski, Esq.  
HOPPING GREEN & SAMS, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

---

**AGREEMENT BY AND BETWEEN THE EAST BONITA BEACH ROAD  
COMMUNITY DEVELOPMENT DISTRICT AND FORESTAR (USA) REAL ESTATE  
GROUP INC. REGARDING THE TRUE-UP AND PAYMENT OF 2020 ASSESSMENTS**

**THIS AGREEMENT** is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2020, by and between:

**East Bonita Beach Road Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being located in the City of Bonita Springs, Florida (the “**District**”); and

**Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, and primary landowner of lands within the District (together with its successors and assigns, the “**Landowner**”).

**RECITALS**

**WHEREAS**, the District was established by ordinance adopted by the City Council of the City of Bonita Springs, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to issue bonds for the purpose, among others, of acquiring, planning, financing, constructing, installing, operating and/or maintaining certain infrastructure and real property, stormwater management, irrigation, buffers, public roadways, wetland mitigation, and other infrastructure projects within or without the boundaries of the District; and

**WHEREAS**, the Landowner is currently the owner of certain lands in the City of Bonita Springs, Florida (“**City**”), located within the boundaries of the District as further described in the attached **Exhibit A** (“**Assessment Area Two**”); and

**WHEREAS**, a Final Judgment was issued on February 5, 2018, validating the authority of the District to issue up to \$15,000,000 in aggregate principal amount of East Bonita Beach Road Community Development District Special Assessment Revenue Bonds, to be issued in one or more series (“**Bonds**”), to finance the acquisition, construction, installation, maintenance, and

operation of community development facilities, services, and improvements within and without the boundaries of the District as by the Act (the “**Capital Improvement Plan**”); and

**WHEREAS**, the District’s Board of Supervisors previously adopted a Master Special Assessment Methodology Report, dated January 9, 2018 (“**AA1 Methodology**”), as supplemented by Second Special Assessment Methodology Report dated September 28, 2020 (“**Assessment Methodology**”) and a Master Engineer’s Report, dated January 9, 2018 (“**AA1 Report**”), as supplemented by the *Amended and Restated Engineer’s Report*, dated September 28, 2020 (“**Engineer’s Report**”); and

**WHEREAS**, the District previously issued \$5,200,000 of Special Assessment Revenue Bonds, Series 2018 (Assessment Area One) for the purpose of financing a portion of the Capital Improvement Plan identified as the Assessment Area One Project in the AA1 Report; and

**WHEREAS**, the District now intends to issue \$5,580,000 of Special Assessment Revenue Bonds, Series 2020 (Assessment Area Two) for the purpose of financing all or a portion of the Assessment Area Two Project (as defined herein); and

**WHEREAS**, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, services and real property (the “**Assessment Area Two Project**”), as detailed in the Engineer’s Report and the anticipated costs of the improvements described in the Engineer’s Report; and

**WHEREAS**, pursuant to District Resolution Nos. 2020-08, 2020-\_\_\_, and 2020-\_\_\_ (the “**2020 Assessment Resolutions**”), the District imposed special assessments on Assessment Area Two within the District to secure the repayment of the 2020 Bonds (the “**2020 Assessments**”); and

**WHEREAS**, Landowner agrees that all lands within Assessment Area Two benefit from the timely design, construction, or acquisition of the improvements and real property that make up the Assessment Area Two Project; and

**WHEREAS**, Landowner agrees that the 2020 Assessments which were imposed on the Assessment Area Two of the District have been validly imposed and constitute valid, legal and binding liens upon the Assessment Area Two, which 2020 Assessments remain unsatisfied; and

**WHEREAS**, to the extent permitted by law, Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the 2020 Assessments on the lands comprising Assessment Area Two within the District; and

**WHEREAS**, the Assessment Report provides that as Assessment Area Two lands within the District are platted, the allocation of the amounts assessed to and constituting a lien upon Assessment Area Two lands within the District would be calculated based upon certain density assumptions relating to the number of each type of single-family units to be constructed on



Assessment Area Two lands within the District, which assumptions were provided by Landowner; and

**WHEREAS**, Landowner intends that Assessment Area Two lands within the District will be platted, planned and developed based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the Assessment Report; and

**WHEREAS**, the District's Assessment Report anticipates a mechanism by which certain payments will be made to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the 2020 Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of the final plat or site plan for a parcel or tract, as described in the District's Assessment Report (which payments shall collectively be referenced as the "**True-Up Payment**"); and

**WHEREAS**, Landowner and the District desire to enter into an agreement to confirm Landowner's intention and obligation, if required, to make or cause to be made the True-Up Payment related to the 2020 Assessments, subject to the terms and conditions contained herein.

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

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

**SECTION 2. VALIDITY OF ASSESSMENTS.** Landowner agrees that the Assessment Resolutions have been duly adopted by the District. Landowner further agrees that the 2020 Assessments imposed as a lien by the District are legal, valid, and binding liens running with the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Landowner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such 2020 Assessments.

**SECTION 3. PAYMENT OF ASSESSMENTS.**

- A. Landowner agrees that to the extent Landowner fails to timely pay all 2020 Assessments collected by mailed notice of the District, said unpaid 2020 Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year or may be foreclosed on as provided for in Florida law.

- B. Landowner agrees that the provisions of this Agreement shall constitute a covenant running with Assessment Area Two lands and shall remain in full force and effect and be binding upon Landowner, its legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

#### **SECTION 4. SPECIAL ASSESSMENT REALLOCATION.**

A. *Assumptions as to the 2020 Assessments.* As of the date of the execution of this Agreement, Landowner has informed the District that Landowner anticipates that a total of two hundred sixty-four (264) single-family residential dwelling units will be constructed within Assessment Area Two.

B. *Process for Reallocation of Assessments.* For unplatted tracts, the 2020 Assessments will initially be levied on unplatted acreage in the Assessment Area Two and will be reallocated as lands are platted (“**Reallocation**”). In connection with such platting of acreage, the 2020 Assessments imposed on the acreage being platted will be allocated based upon the actual number of units within each product type being platted. In furtherance thereof, at such time as acreage is to be platted, Landowner covenants that such plat shall be presented to the District. The District shall allocate the 2020 Assessments to the residential product types being platted and the remaining property in accordance with the Assessment Report and cause such Reallocation to be recorded in the District’s Improvement Lien Book.

(i) It is an express condition of the lien established by the 2020 Assessment Resolutions that at the time of recording any and all plats containing any portion of the lands within the Assessment Area Two, as the District’s boundaries may be amended from time to time, shall be presented to the District for review, approval and allocation of the 2020 Assessments to the product types being platted and the remaining property in accordance with the Assessment Report. Landowner covenants to comply, or cause others to comply, with this requirement for the Reallocation. The District agrees that no further action by the Board shall be required. The District’s review of the plats shall be limited solely to the Reallocation of 2020 Assessments and enforcement of the District’s assessment lien. Nothing herein shall in any way operate to or be construed as providing any other plat and plan approval or disapproval powers to the District.

(ii) As acreage within the Assessment Area Two is platted (each such date being a “**True-Up Date**”), the District shall determine if the debt per developable acre remaining on the unplatted lands within the Assessment Area Two exceeds the maximum debt **per developable acre of \$\_\_\_\_\_**, and if it is, a debt reduction payment in the amount of such excess debt per developable acre (the “**True-Up Payment**”) shall become immediately due and payable by Landowner that tax year in accordance with the District’s Assessment Report, in addition to the regular assessment installment payable for lands owned by the Landowner. The

District will ensure collection of such amounts in a timely manner in order to meet its debt services obligations, and in all cases, Landowner agrees that such payments shall be made in order to ensure the District's timely payments of the debt services obligations on the 2020 Bonds. The District shall record all True-Up Payments in its Improvement Lien book.

(iii) The foregoing is based on the District's understanding with Landowner that the maximum debt per developable acre for Assessment Area Two is \$\_\_\_\_\_. If the strict application of the true-up methodology to any Reallocation for any plat pursuant to this section would result in assessments collected in excess of the District's total debt service obligation for the 2020 Bonds, the District agrees to take appropriate action by resolution to equitably reallocate the assessments.

**SECTION 5. ENFORCEMENT.** This Agreement is intended to be a method of enforcement of Landowner's obligation to abide by the requirements of the Reallocation of 2020 Assessments to platted units, including the making of the True-Up Payment, as set forth in the 2020 Assessment Resolutions. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of actual damages (not consequential, special or punitive damages), injunctive relief, and specific performance.

**SECTION 6. ASSIGNMENT.**

- A. ***Agreement Runs with Land*** – This Agreement shall constitute a covenant running with title to the Assessment Area Two lands, binding upon Landowner and its successors and assigns as to the Assessment Area Two lands or portions thereof, and any transferee of any portion of the Assessment Area Two lands as set forth in this Section, except as permitted by subsection b., below, or subject to the conditions set forth in subsection c., below.
- B. ***Exceptions*** – Landowner shall not transfer any portion of the Assessment Area Two lands to any third-party without complying with the terms of subsection c. below, other than:
- (i) Platted and fully developed lots to homebuilders restricted from re-platting;
  - (ii) Platted and fully developed lots to end users; and
  - (iii) Portions of the Assessment Area Two lands which are exempt from assessments to the County, the District, a homeowners' association, or other governmental agencies.

Any transfer of any portion of the Assessment Area Two lands pursuant to subsections (i), (ii) or (iii) listed above shall constitute an automatic release of such portion of the Assessment Area Two lands from the scope and effect of this Agreement, provided however, that any True-Up Payment owing is paid prior to such transfer.

C. **Transfer Conditions** – Landowner shall not transfer any portion of the Assessment Area Two lands to any third-party, except as permitted by subsection b. above, without satisfying the following condition (“**Transfer Condition**”): satisfying any True-Up Payment that results from any true-up determinations made by the District incident to such transfer. Any transfer that is consummated pursuant to this Section shall operate as a release of Landowner from its obligations under this Agreement as to such portion of the Assessment Area Two lands only arising from and after the date of such transfer and satisfaction of all of the Transfer Condition including payment of any True-Up Payments due, and the transferee, which by recording or causing to be recorded in the Official Records of the County, the deed transferring such portion to the transferee shall be deemed to assume Landowner’s obligations in accordance herewith shall be deemed the “Landowner” from and after such transfer for all purposes as to such portion of the Assessment Area Two lands so transferred. Regardless of whether the conditions of this subsection are met, any transferee, other than those specified in subsection b. above, shall take title subject to the terms of this Agreement.

**SECTION 7. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys’ fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

**SECTION 8. NOTICE.** All notices, requests, consents, and other communications hereunder (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, as follows:

A. **If to District:** East Bonita Beach Road CDD  
c/o Wrathell Hunt & Associates  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

Attn: District Counsel

**B. If to Landowner:** Forestar (USA) Real Estate Group Inc.  
3330 Cumberland Blvd., Suite 275  
Atlanta, Georgia 30339  
Attn: Brian Blythe, Vice President, Real Estate Counsel

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand-delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

**SECTION 9. ASSIGNMENT.** No party may assign its rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written consent of the other party, whose consent shall not be unreasonably withheld, and of the Trustee of the 2020 Bonds, acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the 2020 Bonds then outstanding. Any purported assignment by either party absent the prior written consent of the other party as required by this section shall be void and unenforceable.

**SECTION 10. AMENDMENT.** This Agreement shall constitute the entire agreement between the parties as to the matters set forth herein and may be modified in writing only by the mutual agreement of the parties and with the prior written consent of the Trustee of the 2020 Bonds, acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the 2020 Bonds then outstanding.

**SECTION 11. TERMINATION.** This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of the parties and with the prior written consent of the Trustee of the 2020 Bonds, acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the 2020 Bonds then outstanding.

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

**SECTION 13. BENEFICIARIES.** Except as provided below, this Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a formal party hereto. Except as provided below, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity 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. Notwithstanding the foregoing, the Trustee for the 2020 Bonds, on behalf of the 2020 Bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

**SECTION 14. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 15. APPLICABLE LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Florida. The parties agree and consent that proper venue for any dispute arising out of this Agreement, whether in or out of court, shall be in Lee County, Florida.

**SECTION 16. EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 17. EFFECTIVE DATE.** This Agreement shall become effective after execution by the parties hereto on the date reflected above.

*[Signature Pages Follow]*

**IN WITNESS WHEREOF**, Landowner has caused this Agreement to be executed below as of the date first-above written, by its duly authorized representative.

**WITNESSES:**

**“Landowner”**

**FORESTAR (USA) REAL ESTATE  
GROUP INC., a Delaware corporation**

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

Print Name: Charles D. Jehl

Title: Chief Financial Officer

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

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Charles D. Jehl, as Chief Financial Officer of Forestar (USA) Real Estate Group Inc., a Delaware corporation, for and on behalf of said entity. She/He  is personally known to me or  produced \_\_\_\_\_ as identification.

NOTARY STAMP:

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

IN WITNESS WHEREOF, the District has caused this Agreement to be executed below as of the date first-above written, by its duly authorized representative.

WITNESSES:

“DISTRICT”

**EAST BONITA BEACH ROAD  
COMMUNITY DEVELOPMENT  
DISTRICT**, a special-purpose unit of local  
government organized and existing under  
Chapter 190, Florida Statutes

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

By: \_\_\_\_\_  
Print Name: J. Wayne Everett  
Title: Chairman

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

STATE OF FLORIDA                    )  
COUNTY OF \_\_\_\_\_        )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by J. Wayne Everett, as Chairman of the Board of Supervisors of the East Bonita Beach Road Community Development District, for and on behalf of the District. She/He  is personally known to me or  produced \_\_\_\_\_ as identification.

NOTARY STAMP:

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

**Exhibit A:** Description of Assessment Area Two



**EXHIBIT A**  
Description of Assessment Area Two

DESCRIPTION  
OF  
ASSESSMENT AREA TWO

ALL OF TRACTS "B-3", TRACT "FD", TRACT "D-4", TRACT "L-8", AND TRACT "L-9", AND THE EASTERLY 473.85 FEET OF TRACT "D-1", SEASONS AT BONITA, ACCORDING TO THE MAP OF PLAT THEREOF, RECORDED IN INSTRUMENT NUMBER 2018000200311, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

SUBJECT PROPERTY CONTAINS: 65.76 ACRES, MORE OR LESS.

**EAST BONITA BEACH ROAD**  
**COMMUNITY DEVELOPMENT DISTRICT**

**7D**

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

(This space reserved for Clerk)

Jennifer Kilinski, Esq.  
HOPPING GREEN & SAMS, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

---

**COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS**  
**SERIES 2020 BONDS, ASSESSMENT AREA TWO**

This Collateral Assignment and Assumption of Development Rights (the “**Assignment**”) is made and entered into this \_\_\_\_ day of \_\_\_\_, 2020, by and between:

**East Bonita Beach Road Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being located in the City of Bonita Springs, Florida (the “**District**”); and

**Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, and primary landowner of lands within the District (together with its successors and assigns, the “**Landowner**”).

**RECITALS**

**WHEREAS**, the East Bonita Beach Road Community Development District was established by the City Council of the City of Bonita Springs for the purpose of providing infrastructure improvements, facilities and services to the lands within the District as provided in the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (“**Act**”); and

**WHEREAS**, the Landowner is the owner, and maintains development rights of, certain lands located within the boundaries of the District, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Landowner Land**”); and

**WHEREAS**, the District adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services, as detailed in the *Engineer’s Report for the East Bonita Beach Road Community Development District*, dated January 9, 2018 (“**AA1 Report**”), as supplemented by the *Amended and Restated Engineer’s Report for the East Bonita Beach Road Community Development District*, dated September 28, 2020 (the “**Engineer’s Report**”); and

**WHEREAS**, the District previously issued \$5,200,000 Special Assessment Revenue Bonds, Series 2018 (Assessment Area One) for the purpose of financing a portion of the improvements described in the AA1 Report and known as the Assessment Area One Project; and

**WHEREAS**, the District now intends to issue \$5,580,000 Special Assessment Revenue Bonds, Series 2020 (Assessment Area Two) (“**2020 Bonds**”) for the purpose of financing a portion

of the improvements described in the Engineer’s Report and identified therein as the “**Assessment Area Two Project**”; and

**WHEREAS**, the cost of the Assessment Area Two Project is in the amount of approximately \$5,472,202.49, as described in the Engineer’s Report; and

**WHEREAS**, pursuant to Resolutions **2020-08** and **2020-\_\_**, the District has imposed special assessments (the “**2020 Assessments**”) on the Landowner Land (“**Assessment Area Two**”) to secure the repayment of the 2020 Bonds; and

**WHEREAS**, the Landowner has acquired, or hereafter may acquire, certain rights (the “**Development and Contract Rights**”) in, to, under, or by virtue of certain contracts, agreements, and other documents, which now or hereafter affect Assessment Area Two and the Assessment Area Two Project (collectively the “**Contract Documents**”); and

**WHEREAS**, the District and the Landowner anticipate developing Assessment Area Two, consistent with the Engineer’s Report and that certain *Master Special Assessment Methodology Report*, dated January 9, 2018 (“**AA1 Methodology**”), as supplemented by the *Second Special Assessment Methodology Report (Assessment Area Two)*, dated \_\_\_\_, 2020 (the “**Assessment Report**”); and

**WHEREAS**, the District and the Landowner anticipate that (i) the Landowner Lands within Assessment Area Two will be subdivided into single-family lots through the City’s approval of multiple subdivision plats, (ii) true-up payments, if any are due as to Assessment Area Two, will be made pursuant to a separate true-up agreement being entered into between the District and the Landowner concurrent herewith, and (iii) all of Assessment Area Two, or lots therein, will be sold to homebuilders or homebuyers (hereinafter referred to as “**Development Completion**”); and

**WHEREAS**, in the event of default in the payment of the 2020 Assessments securing the 2020 Bonds, and the passage of any applicable cure period without cure being made, the District has certain remedies with respect to the lien of the 2020 Assessments as more particularly set forth herein, including certain foreclosure rights provided by Florida law (the “**Remedial Rights**”); and

**WHEREAS**, as an inducement to the District to issue its 2020 Bonds, it is necessary to require the assignment of the Development and Contract Rights to complete the Assessment Area Two Project as anticipated by and at substantially the densities and intensities envisioned in the Assessment Report; and

**WHEREAS**, this Assignment is not intended to impair or interfere with the development of the Assessment Area Two Project as anticipated by and at substantially the densities and intensities envisioned in the Assessment Report and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Landowner to pay the 2020 Assessments levied against the Landowner Land, if such failure is not cured within any applicable cure period; and

**WHEREAS**, in the event of a transfer, conveyance or sale of any portion of the Landowner Land, any and all affiliated entities or successors-in-interest to the Landowner Land shall be

subject to this Assignment, which shall be recorded in the Official Records of Lee County, Florida, except as set forth in this Assignment; and

**WHEREAS**, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Assessment Area Two Project.

**NOW, THEREFORE**, in consideration of the above recitals which the parties hereby agree are true and correct, and are hereby incorporated by reference and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the District and the Landowner agree as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Assignment.

**SECTION 2. COLLATERAL ASSIGNMENT.**

**A.** In the event the Landowner fails to timely pay the 2020 Assessments, the District shall be entitled to exercise its Remedial Rights. Such exercise of Remedial Rights by the District may include foreclosure proceedings, acceptance of a deed in lieu of foreclosure and the establishment of a special-purpose entity (“**SPE**”) to hold title to the Landowner Land, as designee of the District. The Landowner hereby agrees to collaterally assign to the District or its designee, and to the extent assignable, and to the extent that they are owned or controlled by Landowner or subsequently acquired by the Landowner, all of its Development and Contract Rights as security for Landowner’s payment and performance and discharge of its obligation to pay the 2020 Assessments levied against the Landowner Land; provided, however, that such assignment is and shall be non-exclusive to the extent that any of the Development and Contract Rights pertain to lands or entitlements other than those included within or attributable to the Assessment Area Two Project or Assessment Area Two. Notwithstanding any contrary terms in this Assignment, the Development and Contract Rights exclude: (i) any portion of the Development and Contract Rights which relate solely to lots which have been conveyed to **unaffiliated** homebuilders or end-users effective as of such conveyance, and (ii) any portion of the Development and Contract Rights which relate solely to any portion of the Landowner Land which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to Lee County, the City of Bonita Springs, the District, FDOT, any utility provider, governmental or quasi-governmental entity, any applicable homeowner’s or property owner’s association or other governing entity or association, in each case effective as of such transfer, conveyance and/or dedication, as applicable (each a “**Prior Transfer**”). Subject to the foregoing, the Development and Contract Rights shall include, but not be limited to, the following:

**1.** Any declaration of covenants of a homeowner’s association governing the Landowner Land, as recorded in the Official Records of Lee County, Florida, and as the same may be supplemented, amended and restated from time to time, including, without limitation, all of the right, title, interest, powers, privileges, benefits and options controlled by the “Landowner.”

**2.** Engineering and construction plans and specifications for grading, traffic capacity analyses, roadways, site drainage, storm water drainage, signage, water distribution, wastewater collection, and other improvements to or affecting the Landowner Land.

3. Preliminary and final plats and/or site plans for the Landowner Land.
  4. Architectural plans and specifications for buildings and other improvements to the Landowner Land, other than those associated with home building and home construction.
  5. Permits, approvals, agreements, resolutions, variances, licenses, and franchises and applications therefor whether approved or in process pending before or granted by governmental authorities, or any of their respective agencies, for or affecting the development of the Landowner Land or Assessment Area Two Project and construction of improvements thereon.
  6. Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the development of the Landowner Land or Assessment Area Two Project or the construction of improvements thereon, together with all warranties, guaranties and indemnities of any kind or nature associated therewith.
  7. Franchise or other agreements for the provision of water and wastewater service to the Landowner Land, and all hook-up fees and utility deposits paid by Landowner in connection therewith.
  8. Permit fees, deposits and other assessments and impositions paid by Landowner to any governmental authority or utility, and capacity reservations, impact fee credits and other credits due to Landowner from any governmental authority or utility provider to the extent that the improvements for which such credits are granted were financed by the District, including credit for any dedication or contribution of Landowner Land by Landowner in connection with the development of Assessment Area Two or the construction of improvements thereon.
  9. All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing and any guarantees of performance of obligations to Landowner arising thereunder by any means, including, but not limited to, pursuant to governmental requirements, administrative or formal action by third-parties, or written agreement with governmental authorities or third-parties.
- B.** This Assignment is not intended to and shall not impair or interfere with the development of Assessment Area Two, including, without limitation, any purchase and sale agreements for lots subject to a plat and/or site plan (the “**Builder Contracts**”), and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Landowner to pay the 2020 Assessments levied against the Landowner Land, and the Trustee or its assignee acquires any Landowner Land as a result of its exercise of its Remedial Rights; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the terms hereof.
- C.** If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment of the 2020 Bonds in full; (ii) Development Completion; and (iii) upon a Prior Transfer as to the portion of the Landowner Land

which is subject to the Prior Transfer (herein, the “**Term**”). Without limiting the foregoing, upon a Prior Transfer, the portion of the Landowner Land so transferred shall be deemed released automatically from the terms, scope and encumbrance of this Assignment, whether or not the Term has expired as to any other portion of the Landowner Land and without any written release or certification being required from the District or any other person or entity, and any transferee and title examiner may rely on the foregoing automatic release in insuring title to such portion of the Landowner Land so transferred without making exception for this Assignment. At Landowner’s request from time to time, District and Landowner will record a notice or other appropriate instrument in the Official Records of Lee County, Florida, confirming the end of the Term or the release of any property encumbered by this Assignment (and any other instrument encumbering the property of Landowner), subject to the reasonable approval of the District and subject to conformance with the Assessment Area Two Project and documents applicable thereto.

**SECTION 3. LANDOWNER WARRANTIES.** The Landowner represents and warrants to the District that, subject to the Builder Contracts now or hereafter executed by the Landowner:

**A.** Other than in connection with the sale of lots to end-users located within Landowner Land and in the ordinary course of business, the Landowner has made no assignment of the Development and Contract Rights to any person other than the District.

**B.** To the actual knowledge of the Landowner, the Landowner has not done any act or omitted to do any act which will prevent the District from, or limit the District in, acting under any of the provisions hereof.

**C.** To the actual knowledge of the Landowner, there is no material default under the terms of the existing Contract Documents, subject to any notice and cure periods, and all such Contract Documents remain in full force and effect.

**D.** The Landowner is not prohibited under agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.

**E.** No action has been brought or threatened which would in any way interfere with the right of the Landowner to execute this Assignment and perform all of its obligations herein contained.

**F.** Any transfer, conveyance or sale of the Landowner Land, shall subject any and all affiliated entities or successors-in-interest of the Landowner to this Assignment.

**SECTION 4. LANDOWNER COVENANTS.** The Landowner covenants with the District that during the Term (as defined above):

**A.** The Landowner will use reasonable, good faith efforts to: (i) cause to be fulfilled, performed and observed each and every material condition and covenant of the Landowner relating to the Development and Contract Rights, including, but not limited to, any material changes in the Development and Contract Rights; and (ii) give notice to the District of any claim of material default relating to the Development and Contract Rights given to or by the Landowner, together with a complete copy of any such claim.

**B.** In the event of the institution of any involuntary bankruptcy, reorganization or insolvency proceedings against the Landowner or the appointment of a receiver or a similar official with respect to all or a substantial part of the properties of the Landowner, the Landowner shall endeavor in good faith to have such proceedings dismissed or such appointment vacated within a period of one-hundred and twenty (120) days.

**SECTION 5. DISTRICT OBLIGATIONS.** Nothing herein shall be construed as an obligation on the part of the District to accept any liability for all or any portion of the Development and Contract Rights unless it chooses to do so in its sole discretion. Nor shall any provision hereunder be construed to place any liability or obligation on the District for compliance with the terms and provisions of all or any portion of the Development and Contract Rights.

**SECTION 6. EVENT(S) OF DEFAULT.** Any breach of the Landowner's warranties contained in Section 3 hereof or breach of covenants contained in Section 4 hereof, shall, after the giving of notice and an opportunity to cure (which cure period shall not be less than sixty (60) days, and shall not be construed to extend any other cure periods provided hereunder, unless the District, in its sole discretion, agrees to a longer cure period) constitute an event of default (hereinafter referred to as an "**Event of Default**") under this Assignment.

**SECTION 7. REMEDIES UPON EVENT(S) OF DEFAULT.** Upon an Event of Default, the District or the District's designee may, as the District's sole and exclusive remedies under this Assignment (and separate and apart from any Remedial Rights or other rights provided by law), take any or all of the following actions, at the District's option:

**A.** Perform any and all obligations of the Landowner relating to the Development and Contract Rights and exercise any and all rights of the Landowner therein as fully as Landowner could;

**B.** Initiate, appear in, or defend any action arising out of or affecting the Development and Contract Rights;

**C.** Sue for, or otherwise collect and receive, monies due under the Contract Documents, including those past due and unpaid, and apply the same against all costs and expenses of collection and then against all costs and expenses of operation of the Landowner Land or the performance of the Landowner's obligations under the Contract Documents. Neither entry upon and taking possession of the Landowner Land nor the collection of monies due under the Contract Documents shall in any way operate to cure or waive any default under any instrument given by the Landowner to the District, or prohibit the taking of any other action by the District under any such instrument, or at law or in equity, to enforce payment of the obligations secured hereby or to realize on any other security; and

**D.** After the Landowner's receipt of a demand notice from the District following an Event of Default, the Landowner will use reasonable, good faith efforts: (i) at the sole cost and expense of the Landowner, to enforce the performance and observance of each and every material covenant and condition of the Contract Documents to be performed or observed; and (ii) appear in and defend any action involving the Contract Documents or the obligations or liabilities of the Landowner or any guarantor thereunder. Also to be effective upon the occurrence



of an Event of Default, and after Landowner's receipt of a demand notice from the District following an Event of Default, the Landowner will neither modify the terms of the Contract Documents in any material respect (unless required so to do by the terms thereof or to comply with documents executed in connection with the issuance of the 2020 Bonds) nor waive or release any person from the performance of any obligation to be performed under the terms of the Contract Documents or from liability on account of any warranty given by such person, without the prior consent of the District, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Landowner will not at any time take any action (or omit to take any action) with respect to the Development and Contract Rights that materially and adversely affects the rights of the District and the holders of the 2020 Bonds.

**SECTION 8. AUTHORIZATION.** Upon the occurrence of and during the continuation of an Event of Default, the Landowner does hereby authorize and shall direct any party to any agreement relating to the Development and Contract Rights to tender performance thereunder to the District upon written notice and request from the District. Any such performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to the Landowner.

**SECTION 9. SECURITY AGREEMENT.** Subject to the terms of this Assignment, this Assignment shall be a security agreement between the Landowner, as the debtor, and the District, as the secured party, covering the Development and Contract Rights and Contract Documents that constitute personal property governed by the Florida Uniform Commercial Code (the "**Code**"), and the Landowner grants to the District a security interest in such Development and Contract Rights and Contract Documents. Notwithstanding the foregoing, the District shall not be entitled to exercise any right as a secured party, including, without limitation, the filing of any and all financing statements, until the occurrence of an Event of Default hereunder, subject to any applicable notice and cure period.

**SECTION 10. AMENDMENTS.** This Agreement shall constitute the entire agreement between the parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of all parties, and with the prior written consent of the Trustee for the 2020 Bonds (the "**Trustee**"), acting at the direction of the holders owning a majority of the aggregate principal amount of the 2020 Bonds then outstanding.

**SECTION 11. SUCCESSORS; THIRD-PARTY BENEFICIARIES.** This Assignment is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third-party not a formal party to this Assignment. Nothing in this Assignment expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Landowner any right, remedy, or claim under or by reason of this Assignment or any of the provisions or conditions of this Assignment, and all of the provisions, representations, covenants, and conditions contained in this Assignment shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns, subject to the provisions hereof regarding the automatic release of portions of the Landowner Land here from upon a Prior Transfer thereof. Also notwithstanding anything herein to the contrary, the Trustee, acting on behalf of the holders of the 2020 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Assignment and shall, acting at the direction of the holders owning a majority of the aggregate principal amount

of the 2020 Bonds then outstanding, be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

**SECTION 12. ENFORCEMENT.** In the event that either party is required to enforce this Assignment by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 13. AUTHORIZATION.** The execution of this Assignment has been duly authorized by the appropriate body or official of the District and the Landowner; both the District and the Landowner have complied with all the requirements of law with respect to the executories of this Assignment; and both the District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 14. NOTICES.** All notices, requests, consents and other communications under this Assignment ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight courier delivery service, to the parties, as follows:

- A.     **If to District:**           East Bonita Beach Road CDD  
  c/o Wrathell Hunt & Associates  
  2300 Glades Road, Suite 410W  
  Boca Raton, FL 33431  
  Attn: District Manager
- With a copy to:**       Hopping Green & Sams, P.A.  
  119 South Monroe Street, Suite 300  
  Tallahassee, Florida 32301  
  Attn: District Counsel
- B.     **If to Landowner:**       Forestar (USA) Real Estate Group Inc.  
  3330 Cumberland Blvd., Suite 275  
  Atlanta, Georgia 30339  
  Attn: Brian Blythe, Vice President, Real Estate Counsel

Except as otherwise provided in this Assignment, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Assignment would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

**SECTION 15. ARMS' LENGTH TRANSACTION.** This Assignment has been negotiated fully between the District and the Landowner as an arm's length transaction. Both parties participated fully in the preparation of this Assignment and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Assignment, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

**SECTION 16. APPLICABLE LAW AND VENUE.** This Assignment and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Lee County, Florida.

**SECTION 17. PUBLIC RECORDS.** The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Assignment may be public records and treated as such in accordance with Florida law.

**SECTION 18. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Assignment shall not affect the validity or enforceability of the remaining portions of this Assignment, or any part of this Assignment not held to be invalid or unenforceable.

**SECTION 19. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Assignment shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Assignment shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

**SECTION 20. CONSTRUCTION.** The descriptive headings in this Assignment are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Assignment.

**SECTION 21. COUNTERPARTS.** This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 22. EFFECTIVE DATE.** This Assignment shall be effective after the last date of execution by the parties hereto on the date reflected above.

**IN WITNESS WHEREOF**, Landowner and the District have caused this Assignment to be executed and delivered on the day and year first written above.

**WITNESSES:**

**FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation**

By: \_\_\_\_\_  
Print Name: Charles D. Jehl  
Title: Chief Financial Officer

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

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

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Charles D. Jehl, as Chief Financial Officer of Forestar (USA) Real Estate Group Inc., a Delaware corporation, for and on behalf of said entity. She/He  is personally known to me or  produced \_\_\_\_\_ as identification.

NOTARY STAMP:

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

**WITNESSES:**

**EAST BONITA BEACH ROAD  
COMMUNITY DEVELOPMENT  
DISTRICT**, a special-purpose unit of local  
government organized and existing under  
Chapter 190, Florida Statutes

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

By: \_\_\_\_\_  
Print Name: J. Wayne Everett  
Title: Chairman

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

STATE OF FLORIDA)  
COUNTY OF LEE )

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by J. Wayne Everett, as Chairman  
of the Board of Supervisors of the East Bonita Beach Road Community Development District, for  
and on behalf of the District. She/He  is personally known to me or  produced  
\_\_\_\_\_ as identification.

**NOTARY STAMP:**

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

**Exhibit A:** Landowner Land (Assessment Area Two)

**EXHIBIT A**

Landowner Land (Assessment Area Two)

ALL OF TRACTS "B-3", TRACT "FD", TRACT "D-4", TRACT "L-8", AND TRACT "L-9",  
AND THE EASTERLY

473.85 FEET OF TRACT "D-1", SEASONS AT BONITA, ACCORDING TO THE MAP  
OF PLAT THEREOF,

RECORDED IN INSTRUMENT NUMBER 2018000200311, PUBLIC RECORDS OF  
LEE COUNTY, FLORIDA.

SUBJECT PROPERTY CONTAINS: 65.76 ACRES, MORE OR LESS.

**EAST BONITA BEACH ROAD**  
**COMMUNITY DEVELOPMENT DISTRICT**

**7E**

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

Jennifer Kilinski, Esq.  
HOPPING GREEN & SAMS, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

(This space reserved for Clerk)

**DECLARATION OF CONSENT TO JURISDICTION OF  
EAST BONITA BEACH ROAD COMMUNITY DEVELOPMENT DISTRICT  
AND TO IMPOSITION OF SPECIAL ASSESSMENTS (ASSESSMENT AREA TWO)**

**Forestar (USA) Real Estate Group Inc.**, a Delaware corporation (the “**Landowner**”), is the owner of those lands described in **Exhibit A** attached hereto and known as Assessment Area Two (the “**Property**”), located within the boundaries of East Bonita Beach Road Community Development District (the “**District**”). The Landowner, intending that it and its respective successors in interest and assigns, shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The Landowner acknowledges that the District is and has been at all times, on and after March 21, 2008, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (the “**Act**”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the City Council of the City of Bonita Springs, Florida (the “**City Council**”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance No. 08-02, effective as of March 21, 2008, was duly and properly adopted by the City Council in compliance with all applicable requirements of law; and (c) the boundary amendment petition filed to the City Council, relating to the contraction of the District’s boundary from 294.85 acres to 168.45 acres, was filed in the manner and by persons required by the Act and the Ordinance No. 16-02, effective as of April 1, 2016, was duly and properly adopted by the City Council in compliance with all applicable requirements of the law; and (d) the members of the Board of Supervisors of the District (“**Board**”) were duly and properly designated pursuant to the Act to serve in their capacities, and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from March 21, 2008, to and including the date of this Declaration.

2. The Landowner, for itself and its successors and assigns, hereby confirms and agrees, that the special assessments imposed by Resolution Nos. 2020-08, 2020-\_\_, and 2020-\_\_ (collectively, the “**2020 Assessment Resolutions**” and the special assessments imposed thereby, the “**Series 2020 Assessments**”), duly adopted by the Board, and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, that the District has taken all action necessary to levy and impose the Series 2020 Assessments and the Series 2020 Assessments, are legal, valid and binding first liens upon the Property co-equal with



the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner, for itself and its successors and assigns, hereby waives the right granted in Section 170.09, *Florida Statutes*, and rights provided in the 2020 Assessment Resolutions, to prepay the special assessments without interest within thirty (30) days after the improvements are completed, in consideration of the rights granted by the District to prepay the special assessments in full or in part at any time, but with interest, under the circumstances set forth in the 2020 Assessment Resolutions.

4. The Landowner hereby expressly acknowledges, represents and agrees that: (i) the Series 2020 Assessments, the 2020 Assessment Resolutions, and the terms of the financing documents related to the District's issuance of \$5,580,000 in Special Assessment Revenue Bonds, Series 2020 (Assessment Area Two) (the "**2020 Bonds**") securing payment thereof, and all other documents and certifications relating to the issuance of the 2020 Bonds (the "**Financing Documents**") are valid and binding obligations enforceable in accordance with their terms; (ii) the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the special assessments or claims of invalidity, deficiency or unenforceability of the Series 2020 Assessments and Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); (iii) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default, and agrees that immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (iv) to the extent the Landowner fails to timely pay any Series 2018 Assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year, or may be foreclosed on pursuant to Chapters 170 and 190, *Florida Statutes*.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, section 197.573, *Florida Statutes*. Other information regarding the Series 2020 Assessments is available from the District Manager (Wrathell Hunt & Associates, LLC), 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

6. THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR

OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

Effective as of this \_\_\_\_ day of \_\_\_\_\_, 2020.

**WITNESSES:**

**“Landowner”**

**FORESTAR (USA) REAL ESTATE GROUP INC.,** a Delaware corporation

By: \_\_\_\_\_  
Print Name: Charles D. Jehl  
Title: Chief Financial Officer

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

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by Charles D. Jehl, as Chief Financial Officer of Forestar (USA) Real Estate Group Inc., a Delaware corporation, for and on behalf of said entity. She/He  is personally known to me or  produced \_\_\_\_\_ as identification.

NOTARY STAMP:

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

**Exhibit A:** Property

**Exhibit A**  
**Property**

DESCRIPTION  
OF  
ASSESSMENT AREA TWO

ALL OF TRACTS "B-3", TRACT "FD", TRACT "D-4", TRACT "L-8", AND TRACT "L-9", AND THE EASTERLY 473.85 FEET OF TRACT "D-1", SEASONS AT BONITA, ACCORDING TO THE MAP OF PLAT THEREOF, RECORDED IN INSTRUMENT NUMBER 2018000200311, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

SUBJECT PROPERTY CONTAINS: 65.76 ACRES, MORE OR LESS.

**EAST BONITA BEACH ROAD**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8**

**EAST BONITA BEACH ROAD**  
**COMMUNITY DEVELOPMENT DISTRICT**

**9**

# Hopping Green & Sams

Attorneys and Counselors

August 20, 2020

Board of Supervisors  
East Bonita Beach Road Community Development District  
c/o Craig Wrathell  
Wrathell, Hunt & Associates  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

**Re: Hopping Green & Sams 2020 Rates**

Dear Board Members:

It has been our pleasure to serve as District counsel to the East Bonita Beach Road Community Development District ("District") since 2008. This letter sets forth our proposal for an adjustment in the legal fees charged to the District. The increases in billing rates for existing clients are based upon our costs of doing business, increases in the experience and expertise of our attorneys and market trends. We have enjoyed the opportunity to work with the District and appreciate this opportunity to address our rates.

Please note that in light of the financial difficulties faced by the District during the economic downturn, a bulk arrangement, and other considerations, we have not proposed annual rate increases contemplated by the Agreement between the District and our firm since 2012. With respect to fees for our services beginning in Fiscal Year 2020-2021, my hourly rate is proposed to adjust from \$205 to \$285, which represents an annual increase of approximately 3-4% per year. The hourly rate of Lauren Gentry the associate most likely to provide services to the District, is proposed to adjust from \$180 to \$240. The rate for paralegal services will increase from \$125 to \$150. I request these changes be made effective October 1, 2020.

As we have in the past, we will endeavor to keep our fees as low as possible to you, while maintaining our professional and ethical obligations to provide service. We do not expect these rates to negatively affect the District's budget.

We welcome the opportunity to discuss this proposal with you further. If you have any questions, please feel free to call.

Accepted:

\_\_\_\_\_  
J. Wayne Everett  
Chair, Board of Supervisors

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

Very truly yours,

HOPPING GREEN & SAMS, P.A.

*/s/ Jennifer L. Kilinski*

Jennifer L. Kilinski  
For the Firm