

**STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
(CITY OF ORLANDO, FLORIDA)
\$3,010,000*
Special Assessment Bonds, Series 2022
(Assessment Area Five Project)**

Supplement to Preliminary Limited Offering Memorandum

This Supplement (the “Supplement”) amends certain disclosure in the Preliminary Limited Offering Memorandum dated August 16, 2022 (the “Preliminary Limited Offering Memorandum”).

On August 16, 2022, President Biden signed the Inflation Reduction Act of 2022 into law. As a result, certain provisions in the Preliminary Limited Offering Memorandum, including, without limitation, APPENDIX B: PROPOSED FORM OF OPINION OF BOND COUNSEL, are hereby amended as follows:

The following shall be and hereby is added as a new second sentence: (i) in the first paragraph of the cover to the Preliminary Limited Offering Memorandum, (ii) in the second paragraph under “TAX MATTERS – General”, and (iii) in the second paragraph after number 4 in APPENDIX B: PROPOSED FORM OF OPINION OF BOND COUNSEL: “In the case of the alternative minimum tax imposed by Section 55(b)(2) of the Internal Revenue Code of 1986, as amended (the “Code”) on applicable corporations (as defined in Section 59(k) of the Code), interest on the Series 2022 Bonds is not excluded from the determination of adjusted financial statement income.”

The following shall be and hereby is added: (i) as the penultimate sentence in the paragraph under BONDOWNERS’ RISKS – No. 16 and (ii) to the end of the paragraph under “TAX MATTERS – CHANGES IN FEDERAL AND STATE TAX LAW”: “On August 16, 2022, President Biden signed the Inflation Reduction Act of 2022 (*H.R. 5376*) into law. For tax years beginning after 2022, this legislation will impose a minimum tax of 15 percent on the adjusted financial statement income of applicable corporations as defined in Section 59(k) of the Code (which is primarily designed to impose a minimum tax on certain large corporations). For this purpose, adjusted financial statement income is not reduced for interest earned on tax-exempt obligations. Prospective purchasers that could be subject to this minimum tax should consult with their own tax advisors regarding the potential consequences of owning the Series 2022 Bonds.”

This Supplement must be read in conjunction with the Preliminary Limited Offering Memorandum, including the appendices thereto. All capitalized terms used in this Supplement but not otherwise defined herein shall have the same meanings ascribed to such terms in the Preliminary Limited Offering Memorandum. *This Supplement should not be separated from the Preliminary Limited Offering Memorandum, and neither this Supplement nor the Preliminary Limited Offering Memorandum should be relied upon in any way independently of each other.*

Dated as of August 18, 2022

**STOREY PARK COMMUNITY DEVELOPMENT
DISTRICT**

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PRELIMINARY LIMITED OFFERING MEMORANDUM DATED AUGUST 16, 2022

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

NOT RATED

In the opinion of Greenberg Traurig, P.A., Bond Counsel, assuming the accuracy of certain representations and certifications of the District and the Developer (as such terms are hereinafter defined) and continuing compliance with certain tax covenants, under existing statutes, regulations, rulings and court decisions, interest on the Series 2022 Bonds (as hereinafter defined) is excludable from gross income for federal income tax purposes and, further, interest on the Series 2022 Bonds will not be an item of tax preference for purposes of the alternative minimum tax imposed on individuals. See "TAX MATTERS" herein for a description of certain other federal tax consequences of ownership of the Series 2022 Bonds. Bond Counsel is further of the opinion that the Series 2022 Bonds and the interest thereon are not subject to taxation under the laws of the State of Florida, except as to estate taxes and taxes under Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined in said Chapter 220. See "TAX MATTERS" herein.

\$3,010,000*

**STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
(CITY OF ORLANDO, FLORIDA)
SPECIAL ASSESSMENT BONDS, SERIES 2022
(ASSESSMENT AREA FIVE PROJECT)**

Dated: Date of Delivery

Due: June 15, as shown in the inside cover

The Storey Park Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Five Project) (the "Series 2022 Bonds") are being issued by the Storey Park Community Development District (the "District" or "Issuer") only in fully registered form, without coupons, in 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. 2015-7 of the City Council of the City of Orlando, Florida (the "City"), enacted on March 9, 2015, as amended by Ordinance Nos. 2019-50 and 2020-53 enacted on October 7, 2019 and November 9, 2020, respectively. 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, in one or more stages, 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.

The Series 2022 Bonds will bear interest at the fixed rates set forth on the inside cover, calculated on the basis of a 360-day year comprised of twelve 30-day months, payable semi-annually on each June 15 and December 15, commencing December 15, 2022. The Series 2022 Bonds, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC") of New York, New York. Purchases of beneficial interests in the Series 2022 Bonds will be made only in book-entry form. Accordingly, principal of and interest on the Series 2022 Bonds will be paid from sources provided below by Regions Bank, an Alabama banking corporation duly organized and existing under the laws of the State of Alabama and authorized to exercise corporate trust powers in the State of Florida, as trustee (the "Trustee") directly to DTC. Disbursements of such payments to the DTC Participants (as hereinafter defined) is the responsibility of DTC, and disbursements of such payments to the beneficial owners is the responsibility of the DTC Participants and the Indirect Participants (as hereinafter defined), as more fully described herein. Any purchaser of a beneficial interest in a Series 2022 Bond must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal of and interest on such Series 2022 Bond. See "DESCRIPTION OF THE SERIES 2022 BONDS – Book-Entry Only System" herein.

The Series 2022 Bonds are being issued by the District pursuant to the Act, Resolution Nos. 2015-18 and 2022-13, adopted by the Board of Supervisors of the District (the "Board") on March 26, 2015, and April 12, 2022, respectively (collectively, the "Bond Resolution"), and a Master Trust Indenture, dated as of August 1, 2015 (the "Master Indenture"), as supplemented by a Fifth Supplemental Trust Indenture dated as of September 1, 2022 (the "Fifth Supplemental Indenture," and collectively with the Master Indenture, the "Indenture"), each by and between the District and the Trustee. Capitalized terms not defined herein shall have the meanings assigned to them in the Indenture.

Proceeds of the Series 2022 Bonds will be used to provide funds for (i) the Costs of acquiring and/or constructing a portion of the Assessment Area Five Project (as hereinafter defined), (ii) the funding of interest on the Series 2022 Bonds through at least December 15, 2022, (iii) the funding of the Series 2022 Reserve Account, and (iv) the payment of the costs of issuance of the Series 2022 Bonds. See "THE ASSESSMENT AREA FIVE PROJECT" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Series 2022 Bonds will be secured by a pledge of the Series 2022 Pledged Revenues. "Series 2022 Pledged Revenues" shall mean (a) all revenues received by the District from the Assessment Area Five Special Assessments (as hereinafter defined) levied and collected on the assessable lands within Assessment Area Five (as hereinafter defined) of the District, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Assessment Area Five Special Assessments or from the issuance and sale of tax certificates with respect to such Assessment Area Five Special Assessments, and (b) all moneys on deposit in the Funds, Accounts and subaccounts established under the Indenture created and established with respect to or for the benefit of the Series 2022 Bonds; provided, however, that Series 2022 Pledged Revenues shall not include (A) any moneys transferred to the Series 2022 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2022 Costs of Issuance Account of the Acquisition and Construction Fund, and (C) "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 (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2022 BONDS" herein.

The Series 2022 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 2022 BONDS – Redemption Provisions" herein.

THE SERIES 2022 BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY OUT OF THE SERIES 2022 PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE, AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE CITY, ORANGE 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 2022 BONDS; HOWEVER, THE DISTRICT IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, THE ASSESSMENT AREA FIVE SPECIAL ASSESSMENTS TO SECURE AND PAY THE SERIES 2022 BONDS. THE SERIES 2022 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 2022 Bonds involve 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, and the rules of the Florida Department of Financial Services promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfers in any secondary market for the Series 2022 Bonds. The Series 2022 Bonds are not credit enhanced or rated and no application has been made for any credit enhancement or a rating with respect to the Series 2022 Bonds.

This cover page contains information for quick reference only. It is not a summary of the Series 2022 Bonds. Investors must read this entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

The initial sale of the Series 2022 Bonds is subject to certain conditions precedent, including, without limitation, receipt of the opinion of Greenberg Traurig, P.A., West Palm Beach, Florida, Bond Counsel, as to the validity of the Series 2022 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Latham, Luna, Eden & Beaudine, LLP, Orlando, Florida, for the Developer (as hereinafter defined) by its counsel, Greenberg Traurig, P.A., West Palm Beach, Florida, and for the Underwriter by its counsel, Squire Patton Boggs (US) LLP, Miami, Florida. It is expected that the Series 2022 Bonds will be delivered in book-entry form through the facilities of DTC on or about _____, 2022.



Dated: _____, 2022

* Preliminary, subject to change.

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.

**PRINCIPAL AMOUNTS, INTEREST RATES, MATURITIES, YIELDS
PRICES AND CUSIP NUMBERS**

\$3,010,000*

**Storey Park Community Development District
Special Assessment Bonds, Series 2022
(Assessment Area Five Project)**

\$ _____	–	_____ %	Series 2022 Term Bond due June 15, 20__	–	Yield _____ %	–	Price _____	–	CUSIP _____	†
\$ _____	–	_____ %	Series 2022 Term Bond due June 15, 20__	–	Yield _____ %	–	Price _____	–	CUSIP _____	†
\$ _____	–	_____ %	Series 2022 Term Bond due June 15, 20__	–	Yield _____ %	–	Price _____	–	CUSIP _____	†
\$ _____	–	_____ %	Series 2022 Term Bond due June 15, 20__	–	Yield _____ %	–	Price _____	–	CUSIP _____	†

* 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.

STOREY PARK COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS

Rob Bonin,* Chairperson
Ben Kraljev,* Vice-Chairperson
Mike McQuarrie,* Assistant Secretary
Teresa Diaz,* Assistant Secretary
Lane Register,* Assistant Secretary

* Employee of the Developer.

DISTRICT MANAGER/METHODOLOGY CONSULTANT

Governmental Management Services – Central Florida, LLC
Orlando, Florida

DISTRICT COUNSEL

Latham, Luna, Eden & Beaudine, LLP
Orlando, Florida

BOND COUNSEL

Greenberg Traurig, P.A.
West Palm Beach, Florida

DISTRICT ENGINEER

Poulos & Bennett, LLC
Orlando, Florida

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE DISTRICT TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DISTRICT. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY OF THE SERIES 2022 BONDS AND THERE SHALL BE NO OFFER, SOLICITATION, OR SALE OF THE SERIES 2022 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, PUBLIC DOCUMENTS, RECORDS AND OTHER SOURCES, WHICH SOURCES ARE BELIEVED TO BE RELIABLE BUT WHICH INFORMATION IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF, THE UNDERWRITER NAMED ON THE COVER PAGE OF THIS LIMITED OFFERING MEMORANDUM. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN CONTAINED ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE DISTRICT OR THE DEVELOPER OR IN THE STATUS OF ASSESSMENT AREA FIVE OR THE ASSESSMENT AREA FIVE PROJECT (AS SUCH TERMS ARE HEREINAFTER DEFINED) SINCE THE DATE HEREOF.

THE SERIES 2022 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON CERTAIN EXEMPTIONS SET FORTH IN SUCH ACTS. THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE SERIES 2022 BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF ANY JURISDICTIONS WHEREIN THESE SECURITIES HAVE BEEN OR WILL BE REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THE DISTRICT, THE CITY, THE COUNTY, THE STATE, NOR ANY OTHER POLITICAL SUBDIVISIONS THEREOF HAVE GUARANTEED OR PASSED UPON THE MERITS OF THE SERIES 2022 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 AND 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 DISTRICT HAS DEEMED THIS PRELIMINARY LIMITED OFFERING MEMORANDUM “FINAL,” EXCEPT FOR PERMITTED OMISSIONS WITHIN THE CONTEMPLATION OF RULE 15c2-12(b)(1) PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION.

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APPENDIX D – ASSESSMENT METHODOLOGY

APPENDIX E – DISTRICT’S FINANCIAL STATEMENTS

APPENDIX F – PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT

\$3,010,000*
STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
(CITY OF ORLANDO, FLORIDA)
SPECIAL ASSESSMENT BONDS, SERIES 2022
(ASSESSMENT AREA FIVE PROJECT)

INTRODUCTION

The purpose of this Limited Offering Memorandum is to set forth certain information in connection with the offering for sale by the Storey Park Community Development District (the “District” or “Issuer”) of its \$3,010,000* Special Assessment Bonds, Series 2022 (Assessment Area Five Project) (the “Series 2022 Bonds”).

THE SERIES 2022 BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. PURSUANT TO APPLICABLE STATE LAW, THE UNDERWRITER IS LIMITING THIS INITIAL OFFERING OF THE SERIES 2022 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 ANY TRANSFERS IN ANY SECONDARY MARKET FOR THE SERIES 2022 BONDS. POTENTIAL INVESTORS ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE SERIES 2022 BONDS. SEE “BONDOWNERS’ RISKS” AND “SUITABILITY FOR INVESTMENT” HEREIN.

The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), and by Ordinance No. 2015-7 of the City Council of the City of Orlando, Florida (the “City”), enacted on March 9, 2015, as amended by Ordinance Nos. 2019-50 and 2020-53 enacted on October 7, 2019 and November 9, 2020, respectively. The District was created for the purpose of delivering certain community development services and facilities for the benefit of the District Lands (as hereinafter defined) and has previously determined to undertake, in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of the District Lands. The Act authorizes the District to issue bonds for the purposes of, among others, financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, and equipping water management, water supply, sewer and wastewater management, bridges or culverts, public roads, streetlights and other basic infrastructure projects within or without the boundaries of the District as provided in the Act.

The boundaries of the District currently include approximately 993.26+/- gross acres of land (the “District Lands”), located entirely within the City. The District constitutes a portion of a larger mixed-use planned development. The District is being developed as part of a larger mixed-use phased, planned development known as “Storey Park” (the “Development”). The Assessment Area Five Special Assessments (as hereinafter defined) will be levied on only a portion of the District Lands, consisting of approximately 42.34+/- gross acres within Parcel K (as hereinafter defined) which District Lands are referred to herein as “Assessment Area Five.” See “APPENDIX D – ASSESSMENT METHODOLOGY” for more information.

Lennar Homes, LLC, a Florida limited liability company (the “Developer”), is the developer, homebuilder and sole landowner of the lands within Assessment Area Five. See “THE DEVELOPER” herein for more information regarding the Developer. See “THE DEVELOPMENT” herein for a summary of the current development status of Assessment Area Five.

* Preliminary, subject to change.

The District previously issued its (i) \$9,210,000 Storey Park Community Development District Special Assessment Bonds, Series 2015 (Assessment Area One Project), currently outstanding in the principal amount of \$8,270,000 (the “Series 2015 Bonds”) to finance certain infrastructure improvements associated with a portion of the District Lands, consisting of approximately 194+/- gross acres which are referred to herein as “Assessment Area One”, (ii) \$3,865,000 Storey Park Community Development District Special Assessment Bonds, Series 2018 (Assessment Area Two Project), currently outstanding in the principal amount of \$3,600,000 (the “Series 2018 Bonds”) to finance certain infrastructure improvements associated with a portion of the District Lands, consisting of approximately 80.52+/- gross acres which are referred to herein as “Assessment Area Two”, (iii) \$3,995,000 Storey Park Community Development District Special Assessment Bonds, Series 2019 (Assessment Area Three Project), currently outstanding in the principal amount of \$3,775,000 (the “Series 2019 Bonds”) to finance certain infrastructure improvements associated with a portion of the District Lands, consisting of approximately 68.93+/- gross acres which are referred to herein as “Assessment Area Three” and (iv) \$6,030,000 Storey Park Community Development District Special Assessment Bonds, Series 2021 (Assessment Area Four Project), currently outstanding in the principal amount of \$5,905,000 (the “Series 2021 Bonds” and, together with the Series 2015 Bonds, Series 2018 Bonds, and Series 2019 Bonds, the “Prior Bonds”) to finance certain infrastructure improvements associated with a portion of the District Lands, consisting of approximately 101+/- gross acres which are referred to herein as “Assessment Area Four” (collectively, with Assessment Area One, Assessment Area Two and Assessment Area Three, the “Prior Assessment Areas”). The Prior Bonds are secured by Special Assessments levied solely on the assessable lands within the respective Prior Assessment Areas, as applicable, and no special assessments securing the Prior Bonds will be levied on any other lands in the District, including Assessment Area Five, or used to pay debt service on any other bonds, including the Series 2022 Bonds. The Assessment Area Five Special Assessments are not pledged to the payment of, and will not secure, the Prior Bonds. See “THE DEVELOPMENT – Prior Assessment Areas Status Update” and “–Development Plan and Status of Assessment Area Five” herein for additional information regarding the Development, the Prior Bonds, the Prior Assessment Areas and Assessment Area Five.

The Series 2022 Bonds are being issued by the District pursuant to the Act, Resolution Nos. 2015-18 and 2022-13, adopted by the Board of Supervisors of the District (the “Board”) on March 26, 2015 and April 12, 2022, respectively (collectively, the “Bond Resolution”), and a Master Trust Indenture, dated as of August 1, 2015 (the “Master Indenture”), as supplemented by a Fifth Supplemental Trust Indenture, dated as of September 1, 2022 (the “Fifth Supplemental Indenture” and, together with the Master Indenture, the “Indenture”), each by and between the District and Regions Bank, an Alabama banking corporation duly organized and existing under the laws of the State of Alabama and authorized to exercise corporate trust powers in the State of Florida (the “Trustee”). All capitalized terms used in this Limited Offering Memorandum that are defined in the Indenture and not defined herein shall have the respective meanings set forth in the Indenture. See “APPENDIX A – COPY OF MASTER INDENTURE AND PROPOSED FORM OF FIFTH SUPPLEMENTAL INDENTURE.”

Proceeds of the Series 2022 Bonds will be used to provide funds for (i) the Costs of acquiring and/or constructing a portion of the Assessment Area Five Project (as hereinafter defined), (ii) the funding of interest on the Series 2022 Bonds through at least December 15, 2022, (iii) the funding of the Series 2022 Reserve Account and (iv) the payment of the costs of issuance of the Series 2022 Bonds. See “THE ASSESSMENT AREA FIVE PROJECT” and “ESTIMATED SOURCES AND USES OF FUNDS” herein.

The Series 2022 Bonds will be secured by a pledge of the Series 2022 Pledged Revenues. “Series 2022 Pledged Revenues” shall mean (a) all revenues received by the District from Assessment Area Five Special Assessments levied and collected on the assessable lands within Assessment Area Five of the District, including, without limitation, amounts received from any foreclosure proceeding for the

enforcement of collection of such Assessment Area Five Special Assessments or from the issuance and sale of tax certificates with respect to such Assessment Area Five Special Assessments, and (b) all moneys on deposit in the Funds, Accounts and subaccounts established under the Indenture created and established with respect to or for the benefit of the Series 2022 Bonds; provided, however, that Series 2022 Pledged Revenues shall not include (A) any moneys transferred to the Series 2022 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2022 Costs of Issuance Account of the Acquisition and Construction Fund, and (C) “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 (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso). See “SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2022 BONDS.”

There follows in this Limited Offering Memorandum a brief description of the District, the Developer, Assessment Area Five, the Assessment Area Five Project and summaries of certain terms of the Series 2022 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 statute, and all references to the Series 2022 Bonds are qualified by reference to the definitive form thereof and the information with respect thereto contained in the Indenture. A copy of the Master Indenture and the proposed form of the Fifth Supplemental Indenture appear in APPENDIX A hereto.

This Limited Offering Memorandum speaks only as of its date and the information contained herein is subject to change.

DESCRIPTION OF THE SERIES 2022 BONDS

General Description

The Series 2022 Bonds are issuable only as fully registered bonds, without coupons, in the denominations of \$5,000 and any integral multiple thereof, except as otherwise provided in the Indenture.

The Series 2022 Bonds shall be dated as of the date of initial delivery. Regularly scheduled interest on the Series 2022 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. “Interest Payment Date” means June 15 and December 15 of each year, commencing December 15, 2022, and any other date the principal of the Series 2022 Bonds is paid, including a Quarterly Redemption Date. Interest on the Series 2022 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a June 15 or December 15 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to December 15, 2022, in which case from the date of initial delivery or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date. Interest on the Series 2022 Bonds will be computed in all cases on the basis of a 360-day year consisting of twelve 30-day months. “Quarterly Redemption Date” means March 15, June 15, September 15 and December 15 of any calendar year.

Upon initial issuance, the ownership of the Series 2022 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 2022 Bonds will be made in book-entry only form. Principal and interest on the Series 2022 Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC. Disbursal of such amounts to DTC Participants (as defined herein) shall be the responsibility of DTC. Payments by DTC Participants to

Indirect Participants (as defined herein) and by DTC Participants and Indirect Participants to Beneficial Owners (as defined herein) shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Trustee or the District. Individuals may purchase beneficial interests in Authorized Denominations in book-entry only form, without certificated Series 2022 Bonds, through DTC Participants or Indirect Participants. During the period for which Cede & Co. is registered owner of the Series 2022 Bonds, any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall be responsible for notices to DTC Participants and DTC Participants shall be responsible for notices to Indirect Participants, and DTC Participants and Indirect Participants shall be responsible for notices to Beneficial Owners. See also “ – Book-Entry Only System” herein.

The Series 2022 Bonds will initially be sold only to “accredited investors” within the meaning under 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 2022 Bonds. See “DESCRIPTION OF THE SERIES 2022 BONDS – Book-Entry Only System” and “SUITABILITY FOR INVESTMENT” below.

Regions Bank, an Alabama banking corporation duly organized and existing under the laws of the State of Alabama and authorized to exercise corporate trust powers in the State of Florida, is initially serving as the Trustee, Registrar and Paying Agent for the Series 2022 Bonds.

Redemption Provisions

Optional Redemption

The Series 2022 Bonds may, at the option of the District, provided written notice thereof has been sent to the Trustee at least forty-five (45) days prior to the redemption date (unless the Trustee will accept less than forty-five (45) days’ notice), be called for redemption prior to maturity as a whole or in part, at any time, on or after June 15, 20__ (less than all Series 2022 Bonds of a maturity to be selected randomly), at a Redemption Price equal to the principal amount of Series 2022 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2022 Optional Redemption Subaccount of the Series 2022 Bond Redemption Account. If such optional redemption shall be in part, the District shall select such principal amount of Series 2022 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2022 Bonds is substantially level.

Mandatory Sinking Fund Redemption

The Series 2022 Bonds maturing on June 15, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on June 15 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	Mandatory Sinking Fund <u>Redemption Amount</u>
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*Maturity

The Series 2022 Bonds maturing on June 15, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on June 15 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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*Maturity

The Series 2022 Bonds maturing on June 15, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on June 15 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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*Maturity

The Series 2022 Bonds maturing on June 15, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on June 15 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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*Maturity

Upon any redemption or purchase of Series 2022 Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the District shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2022 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2022 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2022 Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

Extraordinary Mandatory Redemption

The Series 2022 Bonds are subject to extraordinary mandatory redemption prior to maturity by the District in whole or in part, on any date (other than in the case of clause (i) below which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at a Redemption Price equal to one hundred percent (100%) of the principal amount of the Series 2022 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2022 Prepayment Principal deposited into the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account (taking into account the credit from the Series 2022 Reserve Account pursuant to the provisions of the Fifth Supplemental Indenture) following the Prepayment in whole or in part of the Assessment Area Five Special Assessments on any assessable property within Assessment Area Five within the District in accordance with the provisions of the Fifth Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2022 Funds, Accounts and subaccounts in the Funds and Accounts (other than the Series 2022 Rebate Fund and the Series 2022 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2022 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Indenture.

(iii) from any funds remaining on deposit in the Series 2022 Acquisition and Construction Account not otherwise reserved to complete the Assessment Area Five Project (including any amounts transferred from the Series 2022 Reserve Account) all of which have been transferred to the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account.

Notice of Redemption and of Purchase

When required to redeem or purchase Series 2022 Bonds under any provision of the Indenture or directed to do so by the District, the Trustee shall give or cause to be given notice of the redemption to be mailed by first class mail, postage prepaid, at least thirty (30) but not more than sixty (60) days prior to the redemption or purchase date to all Owners of Series 2022 Bonds to be redeemed or purchased (as such Owners appear on the Bond Register on the fifth (5th) day prior to such mailing), at their registered addresses, but failure to mail any such notice or defect in the notice or in the mailing thereof shall not affect the validity of the redemption or purchase of the Series 2022 Bonds for which notice was duly mailed in accordance with the Indenture. The District shall, when it is directing the Trustee to mail such notice, provide written direction to the Trustee at least forty-five (45) days (unless the Trustee agrees to a shorter period) prior to the date on which the Trustee is required to send notice hereunder.

If at the time of mailing of notice of redemption or purchase, the District shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem or purchase all the Series 2022 Bonds called for redemption or purchase, such notice shall state that it is subject to the deposit of the redemption or purchase moneys with the Trustee or Paying Agent, as the case may be, not later than the opening of business on the redemption or purchase date, and such notice shall be of no effect unless such moneys are so deposited.

Right of Purchase

At the written direction of the District, the Trustee shall apply moneys from time to time available in the Series 2022 Sinking Fund Account to the purchase of Series 2022 Bonds in accordance with the Indenture, at prices not higher than the principal amount thereof, in lieu of redemption, provided that firm

purchase commitments can be made before the notice of redemption would otherwise be required to be given. In the event of purchases at less than the principal amount thereof, the difference between the amount in the Series 2022 Series Sinking Fund Account representing the principal amount of the Series 2022 Bonds so purchased and the purchase price thereof (exclusive of accrued interest) shall be transferred to the Series 2022 Interest Account of the Debt Service Fund.

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 2022 Bonds. The Series 2022 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 (1) fully-registered Series 2022 Bond certificate will be issued for each maturity of the Series 2022 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 one hundred (100) countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2022 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2022 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2022 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 2022 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 2022 Bonds, except in the event that use of the book-entry system for the Series 2022 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2022 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 2022 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2022 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2022 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 2022 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2022 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2022 Bond documents. For example, Beneficial Owners of Series 2022 Bonds may wish to ascertain that the nominee holding the Series 2022 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 2022 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2022 Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2022 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 2022 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, and principal and interest payments on the Series 2022 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 2022 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 2022 Bond certificates are required to be printed and delivered.

Pursuant to the procedures of DTC, 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 2022 Bond certificates will be printed and delivered to DTC.

SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2022 BONDS

General

THE SERIES 2022 BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY OUT OF THE SERIES 2022 PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE, AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE CITY, ORANGE 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 2022 BONDS; HOWEVER, THE DISTRICT IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, ASSESSMENT AREA FIVE SPECIAL ASSESSMENTS TO SECURE AND PAY THE SERIES 2022 BONDS. THE SERIES 2022 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 2022 Bonds will be secured by a pledge of the Series 2022 Pledged Revenues. “Series 2022 Pledged Revenues” shall mean (a) all revenues received by the District from Assessment Area Five Special Assessments levied and collected on the assessable lands within Assessment Area Five of the District, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Assessment Area Five Special Assessments or from the issuance and sale of tax certificates with respect to such Assessment Area Five Special Assessments, and (b) all moneys on deposit in the Funds, Accounts and subaccounts established under the Indenture created and established with respect to or for the benefit of the Series 2022 Bonds; provided, however, that Series 2022 Pledged Revenues shall not include (A) any moneys transferred to the Series 2022 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2022 Costs of Issuance Account of the Acquisition and Construction Fund, and (C) “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 (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso).

“Assessment Area Five Special Assessments” shall mean the Special Assessments levied on the assessable lands within Assessment Area Five of the District as a result of the District’s acquisition and/or construction of the Assessment Area Five Project, corresponding in amount to the debt service on the Series 2022 Bonds and designated as such in the Assessment Methodology (as hereinafter defined), which describes the methodology for allocating the Assessment Area Five Special Assessments to the assessable lands within Assessment Area Five of the District, and which is included as APPENDIX D hereto. The Assessment Area Five Special Assessments will be levied pursuant to Section 190.022 of the Act, resolutions of the District adopted prior to delivery of the Series 2022 Bonds, as amended and supplemented from time to time (collectively, the “Assessment Resolutions”) and assessment proceedings conducted by the District (together with the Assessment Resolutions, the “Assessment Proceedings”).

Non-ad valorem assessments are not based on millage and are not taxes, but can become a lien against the homestead as permitted in Section 4, Article X of the Florida State Constitution. The Assessment Area Five Special Assessments will constitute a lien against the land as to which the Assessment Area Five Special Assessments are imposed. See “ENFORCEMENT OF ASSESSMENT COLLECTIONS” herein.

Assessment Methodology / Projected Level of District Assessments

As set forth in the Assessment Methodology, the Series 2022 Bonds will be secured by the Assessment Area Five Special Assessments, which are initially levied on approximately 42.34+/- gross acres within Assessment Area Five within the District until such time as lots in Assessment Area Five are platted. As platting of the planned 231 lots within Assessment Area Five occurs, the Assessment Area Five Special Assessments will be assigned to platted lots in Assessment Area Five on a first platted, first assigned basis. Assuming that all of the 231 planned residential units within Assessment Area Five are developed and platted, then the Assessment Area Five Special Assessments will be allocated on a per unit basis below and as set forth in the Assessment Methodology. See “THE DEVELOPMENT – Development Plan and Status of Assessment Area Five” and “APPENDIX D – ASSESSMENT METHODOLOGY” herein.

Product Type	# of Units Planned	Annual Assessment Area Five Special Assessments Per Unit*
Townhome – 25’	65	\$ 633
Single-family – 32’	58	810
Single-family – 40’	43	1,013
Single-family – 50’	54	1,266
Single-family – 60’	<u>11</u>	1,519
Total	231	

* Preliminary, subject to change. Includes collection fees and early payment discounts when collected on the County tax bill.

The District will levy assessments to cover its operation and administrative costs that for fiscal year 2023 are budgeted to range from approximately \$461 per townhome unit annually to \$1,106 per single family 60’ unit annually, each grossed up to include collection fees and early payment discounts, which amounts are subject to change. In addition, residents will be required to pay homeowners association fees and amenity fees which are currently estimated in the aggregate to range from \$269.78 to \$343.78 per residential lot monthly; which amounts are subject to change. All property owners’ association assessments are subject to change. The land within the District has been and will continue to be subject to taxes and assessments imposed by taxing authorities other than the District. The total millage rate applicable to lands within the City for 2021 was approximately 18.4537 mills, which is subject to change in future tax years. These taxes would be payable in addition to the Assessment Area Five Special 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 Orange County Public Schools 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 2021.

Additional Obligations

In the Indenture, the District will covenant not to issue any other Bonds or other debt obligations secured by Assessment Area Five Special Assessments levied against the assessable lands within

Assessment Area Five within the District to finance any capital Project. Such covenant shall not prohibit the District from issuing refunding bonds. In addition, the District will covenant in the Indenture not to issue any other Bonds or other debt obligations secured by Special Assessments on assessable lands within Assessment Area Five within the District which are subject to the Assessment Area Five Special Assessments unless the Assessment Area Five Special Assessments have been Substantially Absorbed. “Substantially Absorbed” is defined in the Indenture to mean the date on which at least 75% of the principal portion of the Assessment Area Five Special Assessments have been assigned to residential units within the District that have received certificates of occupancy. The foregoing covenant shall not preclude the District from imposing Special Assessments or other non-ad valorem assessments on such lands in connection with capital projects that are necessary for health, safety or welfare reasons or to remediate a natural disaster. The Trustee and the District may conclusively rely on a certificate from the District Manager with respect to the Assessment Area Five Special Assessments being Substantially Absorbed. Notwithstanding any provision in the Indenture to the contrary, upon the written consent of the Majority Holders, the Issuer may at any time issue other Bonds or debt obligations secured by Special Assessments (other than Assessment Area Five Special Assessments) that are levied on the same assessable lands within Assessment Area Five within the District that are burdened by the Assessment Area Five Special Assessments.

The District and/or other public entities may impose taxes or other special assessments on the same properties encumbered by the Assessment Area Five Special Assessments without the consent of the Owners of the Series 2022 Bonds. See “ – Assessment Methodology / Projected Level of District Assessments” above. As set forth above, the District will continue to impose certain non-ad valorem special assessments called maintenance assessments, which are of equal dignity with the Assessment Area Five Special Assessments, on the same lands upon which the Assessment Area Five Special Assessments are imposed, to fund the maintenance and operation of the District. See “BONDOWNERS’ RISKS” and “THE ASSESSMENT AREA FIVE PROJECT” herein.

Covenant Against Sale or Encumbrance

In the Master Indenture, the District will covenant that (a) except for those improvements comprising any Project that are to be conveyed 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 A – COPY OF MASTER INDENTURE AND PROPOSED FORM OF FIFTH SUPPLEMENTAL INDENTURE” herein for more information.

Series 2022 Reserve Account

The Indenture establishes a Series 2022 Reserve Account for the Series 2022 Bonds within the Debt Service Reserve Fund. The Series 2022 Reserve Account will, at the time of delivery of the Series 2022 Bonds, be funded from a portion of the proceeds of the Series 2022 Bonds in the amount of the Series 2022 Reserve Requirement. The “Series 2022 Reserve Requirement” or “Reserve Requirement” shall mean an amount initially equal to fifty percent (50%) of the maximum annual debt service requirement with respect to the initial principal amount of the Series 2022 Bonds determined on the date of issuance. Upon satisfaction of the Release Conditions, the Series 2022 Reserve Requirement shall be reduced to an amount equal to ten percent (10%) of the maximum annual debt service with respect to the then Outstanding principal amount of the Series 2022 Bonds. “Release Conditions” shall mean: (a) all of the principal portion of the Assessment Area Five Special Assessments has been assigned to residential units that have been constructed and have been sold and closed with homebuyers and (b) no Event of Default under the Indenture has occurred, all as evidenced pursuant to the provisions of the Fifth Supplemental Indenture. If a portion of the Series 2022 Bonds are redeemed (other than by mandatory

sinking fund redemptions) pursuant to the provisions of the Fifth Supplemental Indenture, the amount on deposit in the Series 2022 Reserve Account shall be reduced to fifty percent (50%) (prior to satisfaction of the Release Conditions) or ten percent (10%) (after satisfaction of the Release Conditions) of the maximum annual debt service of the Series 2022 Bonds Outstanding after such extraordinary mandatory redemption. Any amount in the Series 2022 Reserve Account may, upon final maturity or redemption of all Outstanding Series 2022 Bonds, be used to pay principal of and interest on the Series 2022 Bonds at that time. The initial Series 2022 Reserve Requirement shall be equal to \$_____.

On each May 1 and November 1 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee will determine the amount on deposit in the Series 2022 Reserve Account and transfer any excess therein above the Reserve Requirement for the Series 2022 Bonds caused by investment earnings to the Series 2022 Acquisition and Construction Account until the Completion Date and thereafter to the Series 2022 Revenue Account in accordance with the Indenture.

Notwithstanding any of the foregoing, amounts on deposit in the Series 2022 Reserve Account will be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the Series 2022 Bonds to the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account, if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Assessment Area Five Special Assessments and applied to redeem a portion of the Series 2022 Bonds is less than the principal amount of Series 2022 Bonds indebtedness attributable to such lands.

Subject to the provisions of the Fifth Supplemental Indenture, on any date the District or the District Manager, on behalf of the District, receives notice that a landowner wishes to prepay its Assessment Area Five Special Assessments relating to the benefited property of such landowner within Assessment Area Five within the District, or as a result of a mandatory true-up payment, the District shall, or cause the District Manager, on behalf of the District, to calculate the principal amount of such Prepayment taking into account a credit against the amount of the Series 2022 Prepayment Principal due by the amount of money in the Series 2022 Reserve Account that will be in excess of the applicable Reserve Requirement, taking into account the proposed Prepayment. Such excess in the Series 2022 Reserve Account shall be transferred by the Trustee to the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account, as a result of such Prepayment. The District Manager, on behalf of the District, shall make such calculation within ten (10) Business Days after receiving notice of such Prepayment and shall instruct the Trustee in writing to transfer such amount of credit given to the landowner from the Series 2022 Reserve Account to the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account to be used for the extraordinary mandatory redemption of the Series 2022 Bonds in accordance with the Fifth Supplemental Indenture. The Trustee is authorized to make such transfers and has no duty to verify such calculations. Notwithstanding the foregoing, upon satisfaction of the Release Conditions, the Trustee shall deposit such excess on deposit in the Series 2022 Reserve Account to the Series 2022 Acquisition and Construction Account and pay such amount deposited in the Series 2022 Acquisition and Construction Account to the Person or Persons designated in a requisition in the form attached to the Fifth Supplemental Indenture submitted by the Developer to the District within thirty (30) days of such transfer which requisition shall be executed by the District and the Consulting Engineer. Such payment is authorized notwithstanding that the Completion Date might have been declared provided the Developer can establish, to the satisfaction of the Consulting Engineer, Costs of the Assessment Area Five Project that were not paid from moneys initially deposited in the Series 2022 Acquisition and Construction Account. In the event that there are no unreimbursed Costs to pay to the Developer, such excess moneys transferred from the Series 2022 Reserve Account to the Series 2022 Acquisition and Construction Account shall be deposited into the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account upon direction to the Trustee by the District.

In addition, upon satisfaction of the Release Conditions as evidenced by a written certificate of the District Manager delivered to the District and the Trustee, stating that the Release Conditions have been satisfied and setting forth the amount of the new Series 2022 Reserve Requirement, the Trustee shall without further direction reduce the Series 2022 Reserve Requirement to ten percent (10%) of the maximum annual debt service of the then Outstanding principal amount of the Series 2022 Bonds as calculated by the District Manager. The excess amount in the Series 2022 Reserve Account shall be transferred to the Series 2022 Acquisition and Construction Account. The Trustee may conclusively rely on such written certificate of the District Manager.

In addition, in the event of an extraordinary mandatory redemption pursuant to the provisions of the Fifth Supplemental Indenture, the District Manager on behalf of the District, shall calculate the applicable Reserve Requirement and shall communicate the same to the Trustee and the Trustee by written direction to apply any excess in the Series 2022 Reserve Account toward such extraordinary mandatory redemption.

It shall be an Event of Default under the Indenture if at any time the amount in the Series 2022 Reserve Account is less than the Series 2022 Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the Debt Service Requirement for the Series 2022 Bonds and such amount has not been restored within thirty (30) days of such withdrawal.

Deposit and Application of the Series 2022 Pledged Revenues

Pursuant to the Indenture, the Trustee shall transfer from amounts on deposit in the Series 2022 Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each December 15 commencing December 15, 2022, to the Series 2022 Interest Account of the Debt Service Fund, an amount from the Series 2022 Revenue Account equal to the interest on the Series 2022 Bonds becoming due on the next succeeding December 15, less any amounts on deposit in the Series 2022 Interest Account not previously credited;

SECOND, upon receipt but no later than the Business Day next preceding each June 15 commencing June 15, 2023, to the Series 2022 Interest Account of the Debt Service Fund, an amount from the Series 2022 Revenue Account equal to the interest on the Series 2022 Bonds becoming due on the next succeeding June 15, less any amount on deposit in the Series 2022 Interest Account not previously credited;

THIRD, no later than the Business Day next preceding each June 15, commencing June 15, 20___, to the Series 2022 Sinking Fund Account of the Debt Service Fund, an amount from the Series 2022 Revenue Account equal to the principal amount of Series 2022 Bonds subject to sinking fund redemption on such June 15, less any amount on deposit in the Series 2022 Sinking Fund Account not previously credited;

FOURTH, no later than the Business Day next preceding the June 15, which is a principal payment date for any Series 2022 Bonds, to the Series 2022 Principal Account of the Debt Service Fund, an amount from the Series 2022 Revenue Account equal to the principal amount of Series 2022 Bonds Outstanding maturing on such June 15, less any amounts on deposit in the Series 2022 Principal Account not previously credited;

FIFTH, notwithstanding the foregoing, at any time the Series 2022 Bonds are subject to redemption on a date which is not a June 15 or December 15 Interest Payment Date, the Trustee shall be authorized to transfer from the Series 2022 Revenue Account to the Series 2022 Interest Account, the amount necessary to pay interest on the Series 2022 Bonds subject to redemption on such date; and

SIXTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Series 2022 Bonds remain Outstanding, to the Series 2022 Reserve Account, an amount from the Series 2022 Revenue Account equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement for the Series 2022 Bonds; and

SEVENTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be first deposited into the Series 2022 Costs of Issuance Account to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2022 Bonds and next, any balance in the Series 2022 Revenue Account shall remain on deposit in such Series 2022 Revenue Account, unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the Series 2022 Rebate Fund, in which case, the District shall direct the Trustee to make such deposit thereto.

Investments

The Trustee shall, as directed by the District in writing, invest moneys held in the Series 2022 Accounts in the Debt Service Fund and the Series 2022 Bond Redemption Account only in Government Obligations and certain types of securities listed within the definition of Investment Securities, as set forth in the Indenture. The Trustee shall, as directed by the District in writing, invest moneys held in the Series 2022 Reserve Account in Investment Securities. All deposits in time accounts shall be subject to withdrawal without penalty and all investments shall mature or be subject to redemption by the holder without penalty, not later than the date when the amounts will foreseeably be needed for the purposes set forth in the Indenture. All securities securing investments pursuant to 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 provisions of the Indenture, any interest and other income so received shall be deposited in Series 2022 Revenue Account. 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. Absent specific instructions as aforesaid, or absent standing instructions from the District for investment of such moneys, then the Trustee shall not be responsible or liable for keeping the moneys invested. The Trustee shall not be liable or responsible for any loss or failure to achieve the highest return, or entitled to any gain, resulting from any investment or sale. The Trustee may make any permitted investments through its own bond department or investment department. See “APPENDIX A – COPY OF MASTER INDENTURE AND PROPOSED FORM OF FIFTH SUPPLEMENTAL INDENTURE” hereto.

The Trustee shall value the assets in each of the Funds and Accounts established under the Indenture forty-five (45) days prior to each Interest Payment Date, and as soon as practicable after each such valuation date (but no later than ten (10) days after such valuation date) shall provide the District a report of the status of each Fund and Account as of the valuation date.

Covenant to Levy the Assessment Area Five Special Assessments

The District has covenanted to levy the Assessment Area Five Special Assessments to the extent and in the amount sufficient to pay the debt service requirements on the Series 2022 Bonds. If any Assessment Area Five Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the District shall be satisfied that any such Assessment Area Five Special Assessment is so irregular or defective that the same cannot be enforced or collected, or if the District shall have omitted to make such Assessment Area Five Special Assessment when it might have done so, the District has additionally covenanted to either (i) take all necessary steps to cause a new Assessment Area Five Special Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement, or (ii) in its sole discretion, make up the amount of such Assessment Area Five Special Assessment from legally available moneys, which moneys shall be deposited into the Series 2022 Revenue Account. In case such second Assessment Area Five Special Assessment shall be annulled, the District shall obtain and make other Assessment Area Five Special Assessments until a valid Assessment Area Five Special Assessment shall be made.

Prepayment of Assessment Area Five Special Assessments

Pursuant to the Assessment Proceedings, an owner of property subject to the Assessment Area Five Special Assessments may pay the principal balance of such Assessment Area Five Special Assessments, in whole or in part at any time, if there is also paid an amount equal to the interest that would otherwise be due on such balance to the earlier of the next succeeding Interest Payment Date, which is at least forty-five (45) days after the date of payment.

Pursuant to the Act, an owner of property subject to the levy of Assessment Area Five Special Assessments may pay the entire balance of the Assessment Area Five Special Assessments remaining due, without interest, within thirty (30) days after the Assessment Area Five Project has been completed or acquired by the District, and the Board has adopted a resolution accepting the Assessment Area Five Project pursuant to Chapter 170.09, Florida Statutes. The Developer, as the sole owner of the assessed property within Assessment Area Five, will covenant to waive this right to prepay the Assessment Area Five Special Assessments without interest (without, however, limiting the right of property owners to prepay the Assessment Area Five Special Assessments with interest, as set forth in the Assessment Proceedings described above) in connection with the issuance of the Series 2022 Bonds.

Any prepayment of Assessment Area Five Special Assessments will result in the extraordinary mandatory redemption of a portion of the Series 2022 Bonds as indicated under “DESCRIPTION OF THE SERIES 2022 BONDS - Redemption Provisions - Extraordinary Mandatory Redemption.” The prepayment of Assessment Area Five Special Assessments does not entitle the owner of the property to a discount for early payment.

Collateral Assignment and Assumption of Development Rights Relating to Assessment Area Five

As a condition precedent to the issuance of the Series 2022 Bonds, and as an inducement for the Bondholders to purchase the Series 2022 Bonds, the Developer will execute and deliver to the District a Collateral Assignment and Assumption of Development Rights Relating to Assessment Area Five (the “Collateral Assignment”), pursuant to which the Developer will collaterally assign to the District, to the extent assignable, to the extent accepted by the District in its sole discretion and to the extent that such rights are solely 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 Assessment Area Five Project subject to certain exclusions (collectively, the “Development Rights”). The Development Rights include the following as they pertain to the development of Assessment Area

Five Project: (a) zoning approvals, density approvals and entitlements, concurrency capacity certificates and development agreement rights; (b) engineering and construction plans and specifications for grading, roadways, site drainage, stormwater drainage, signage, water distribution, waste water collection, and other improvements; (c) preliminary and final site plans; (d) architectural plans and specifications for public buildings and other improvements to the assessable property within Assessment Area Five of the District (other than house, multi-family building and commercial building plans); (e) permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the development of Assessment Area Five and construction of improvements thereon and off-site to the extent improvements are necessary or required to complete the development of Assessment Area Five Project; (f) contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of Assessment Area Five or the construction of improvements thereon; (g) contracts and agreements with private utility providers to provide utility services to the lands within Assessment Area Five; and (h) all future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing. The Development Rights specifically exclude any portion of the Development Rights listed above which relate solely to any property which has been conveyed, or is in the future conveyed, to (i) any unaffiliated homebuilder or a retail home buyer in the ordinary course of business, (ii) the City, (iii) the County, (iv) the District, (v) any applicable homeowner's association or (vi) any other governmental entity or association as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the District, if any.

Notwithstanding the above provisions to the contrary, in the event the District forecloses on the lands subject to the Assessment Area Five Special 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 development of Assessment Area Five.

Indenture Provisions Relating to Bankruptcy or Insolvency of Certain Landowners

The Indenture contains the following provisions which, pursuant to the Indenture, shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against the "Obligated Person" (as defined in the Continuing Disclosure Agreement) (as used under this heading, the "Landowner") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding"). For as long as any Series 2022 Bonds remain Outstanding, in any Proceeding involving the District, any Landowner, or the Assessment Area Five Special Assessments, the District shall be obligated to act in accordance with direction from the Trustee, and the Trustee shall be obligated to act in accordance with the direction from the Beneficial Owners of at least twenty-five percent (25%) of the aggregate principal amount of all Outstanding Series 2022 Bonds with regard to all matters directly or indirectly affecting the Series 2022 Bonds.

In the Indenture, the District will acknowledge and agree that, although the Series 2022 Bonds were issued by the District, the Beneficial Owners of the Series 2022 Bonds are categorically the party with a financial stake in the repayment of the Series 2022 Bonds and, consequently, the party with a vested interest in a Proceeding. In the event of any Proceeding involving any Landowner (a) the District will agree 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 Assessment Area Five Special Assessments, the Series 2022 Bonds or any rights of the Trustee with respect to the matters under this subheading or the Series 2022 Bondholders under the Indenture that is inconsistent with any direction from the Trustee, (b) the Trustee shall have the right, but is not obligated to, vote in any such Proceeding any and all claims of the District relating to the Assessment Area Five Special Assessments or the Series

2022 Bonds, and, if the Trustee chooses to exercise such right, the District shall be deemed to have appointed the Trustee as its agent and granted to the Trustee an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Landowner, including without limitation, the right to file and/or prosecute any claims, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the Bankruptcy Code and (c) the District shall not challenge the validity or amount of any claim submitted in such Proceeding by the Trustee in good faith or any valuations of any lands submitted by the Trustee in good faith in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee's enforcement of the District's claim with respect to the Assessment Area Five Special Assessments or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District will agree in the Indenture that the Trustee shall have the right (i) to file a proof of claim with respect to the Assessment Area Five Special Assessments, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim. See "BONDOWNERS' RISKS – No. 13" herein for more information.

Events of Default and Remedies

The Indenture provides that each of the following shall be an "Event of Default" under the Indenture, with respect to the Series 2022 Bonds:

(a) if payment of any installment of interest on any Series 2022 Bond is not made when it becomes due and payable; or

(b) if payment of the principal or Redemption Price of any Series 2022 Bond is not made when it becomes due and payable at maturity or upon call or presentation for redemption; or

(c) if the District, for any reason, fails in, or is rendered incapable of, fulfilling its obligations under the Indenture or under the Act, which failure or incapacity may be reasonably determined solely by the Majority Holders of the Series 2022 Bonds; or

(d) if the District proposes or makes an assignment for the benefit of creditors or enters into a composition agreement with all or a material part of its creditors, or a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, is appointed for the District or any of its assets or revenues, or there is commenced any proceeding in liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, local, state or federal, by or against the District and if such is not vacated, dismissed or stayed on appeal within ninety (90) days; or

(e) if the District defaults in the due and punctual performance of any other covenant in the Indenture or in any Series 2022 Bond and such default continues for sixty (60) days after written notice requiring the same to be remedied shall have been given to the District by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Majority Holders of the Outstanding Series 2022 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 any time the amount in the Series 2022 Reserve Account is less than the Series 2022 Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the Debt

Service Requirement on the Series 2022 Bonds and such amount has not been restored within thirty (30) days of such withdrawal; or

(g) more than twenty percent (20%) of the “maintenance special assessments” levied by the District on District Lands upon which the Assessment Area Five Special Assessments are levied to secure the Series 2022 Bonds pursuant to Section 190.021(3), Florida Statutes, as amended, and collected directly by the District have become due and payable and have not been paid within ninety (90) days after the date when due.

The Trustee shall not be required to rely on any official action, admission or declaration by the District before recognizing that an Event of Default under (c) above has occurred.

No Series of Bonds issued under the Master Indenture, which includes the Series 2022 Bonds, shall be subject to acceleration. Upon the occurrence and continuance of an Event of Default, no optional redemption or extraordinary mandatory redemption of the Series 2022 Bonds pursuant to the Indenture shall occur unless all of the Series 2022 Bonds where an Event of Default has occurred will be redeemed or if 100% of the Holders of the Outstanding Series 2022 Bonds agree to such redemption.

If any Event of Default with respect to the Series 2022 Bonds has occurred and is continuing, the Trustee, in its discretion may, and upon the written request of the Majority Holders of the Outstanding Series 2022 Bonds and receipt of indemnity to its satisfaction shall, in its capacity as Trustee:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Holders of the Series 2022 Bonds, including, without limitation, the right to require the District to carry out any agreements with, or for the benefit of, the Series 2022 Bondholders and to perform its or their duties under the Act;

(b) bring suit upon the Series 2022 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 2022 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 2022 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 2022 Bonds.

If any proceeding taken by the Trustee on account of any Event of Default is discontinued or is determined adversely to the Trustee, then 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.

The Majority Holders of the Outstanding Series 2022 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 or the provisions of the Indenture. No Series 2022 Bondholder shall have any right to pursue any remedy under the Indenture unless (a) the Trustee shall have been given written notice of an Event of Default, (b) the Majority Holders of the Outstanding Series 2022 Bonds shall have requested the Trustee, in writing, to exercise the powers granted in the Indenture or to pursue such remedy in its or their name or names, (c) the Trustee shall have been offered indemnity satisfactory to it

against costs, expenses and liabilities and (d) the Trustee shall have failed to comply with such request within a reasonable time.

ENFORCEMENT OF ASSESSMENT COLLECTIONS

General

The primary source of payment for the Series 2022 Bonds is the Assessment Area Five Special Assessments imposed on certain lands within Assessment Area Five of the District specially benefited by the Assessment Area Five Project pursuant to the Assessment Proceedings. See “ASSESSMENT METHODOLOGY” herein and “APPENDIX D – ASSESSMENT METHODOLOGY.”

The determination, order, levy, and collection of Assessment Area Five Special Assessments must be done in compliance with procedural requirements and guidelines provided by State law. Failure by the District, the Orange County Tax Collector (the “Tax Collector”) or the Orange County Property Appraiser (the “Property Appraiser”) to comply with such requirements could result in a delay in the collection of, or the complete inability to collect, Assessment Area Five Special Assessments during any year. Such delays in the collection of Assessment Area Five Special Assessments, or complete inability to collect any of the Assessment Area Five Special Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on such Series 2022 Bonds. See “BONDOWNERS’ RISKS.” To the extent that landowners fail to pay the Assessment Area Five Special Assessments, delay payments, or are unable to pay the same, the successful pursuance of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2022 Bonds. The Act provides for various methods of collection of delinquent Assessment Area Five Special Assessments by reference to other provisions of the Florida Statutes. See “BONDOWNERS’ RISKS” herein. The following is a description of certain statutory provisions of assessment payment and collection procedures appearing in the Florida Statutes but is qualified in its entirety by reference to such statutes.

Alternative Uniform Tax Collection Procedure for Assessment Area Five Special Assessments

The District will agree in the Indenture to collect the Assessment Area Five Special Assessments through the Uniform Method (as herein defined), except as otherwise provided in the Indenture. Notwithstanding the foregoing, pursuant to the Indenture, the District shall directly bill the Assessment Area Five Special Assessments in lieu of using the Uniform Method with respect to any assessable lands within Assessment Area Five which have not yet been platted or when the timing for using the Uniform Method will not yet allow for using such method. At such time as the Assessment Area Five Special Assessments are collected pursuant to the Uniform Method, the provisions under this heading shall be come applicable.

The Florida Statutes provide that, subject to certain conditions, non-ad valorem special assessments may be collected by using the uniform method of collection (the “Uniform Method”). The Uniform Method 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 Assessment Area Five Special Assessments to be levied and then collected in this manner. Subject to the provisions of the Indenture, the District’s election to use a certain collection method with respect to the Assessment Area Five Special Assessments does not preclude it from electing to use another collection method in the future. See “– Foreclosure” below with respect to collection of delinquent assessments not collected pursuant to the Uniform Method.

If the Uniform Method is utilized, the Assessment Area Five Special Assessments will be collected together with City, County, special district, and other ad valorem taxes and non-ad valorem assessments, all of which will appear on the tax bill (also referred to as a “tax notice”) issued to each landowner in Assessment Area Five. The statutes relating to enforcement of ad valorem taxes and non-ad valorem 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 Assessment Area Five Special Assessments, if any, being collected by the Uniform Method) are to be billed, and landowners in the District are required to pay all such taxes and assessments, without preference in payment of any particular increment of the tax bill, such as the increment owing for the Assessment Area Five Special Assessments. Upon any receipt of moneys by the Tax Collector from the Assessment Area Five Special Assessments, such moneys will be delivered to the District, which will remit such Assessment Area Five Special Assessments to the Trustee for deposit to the Series 2022 Revenue Account within the Revenue Fund, except that any Prepayments of Assessment Area Five Special Assessments shall be deposited to the Series 2022 Prepayment Subaccount within the Series 2022 Bond Redemption Account of the Bond Redemption Fund created under the Indenture and applied in accordance therewith.

All City, County, school and special district, including the District, ad valorem taxes, non-ad valorem special assessments, including the Assessment Area Five Special Assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on bonds, are payable at one time, without preference in payment of any particular increment of the tax bill (such as the increment owing for the Assessment Area Five Special Assessments), except for partial payment schedules as may be provided by Sections 197.374 and 197.222, Florida Statutes and when ad valorem taxes are challenged by the taxpayer as provided in Section 190.014, 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. Except for such partial payments, if a taxpayer does not make complete payment of the total amount of all taxes and assessments (including the Assessment Area Five Special Assessments, if any, being collected by the Uniform Method), he or she cannot designate specific line items on his or her tax bill as deemed paid in full. In such cases, the Tax Collector does not accept such partial payment and the partial payment is returned to the taxpayer. Therefore, in the event the Assessment Area Five Special Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item on a tax bill would cause the Assessment Area Five Special Assessments to not be collected as to that tax bill, 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 2022 Bonds. In cases where a taxpayer challenges the assessed value of property or otherwise challenges their ad valorem taxes to the County’s value adjustment board, Section 190.014, Florida Statutes, requires payment of all of the non-ad valorem assessments and a partial payment of at least seventy-five percent (75%) of the ad valorem taxes (less the applicable discount), before the taxes become delinquent; if such payments are not made, the value adjustment board will deny the petition by April 20, and taxes are delinquent and collected as provided below.

Under the Uniform Method, if the Assessment Area Five Special Assessments are paid during November when due or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. All unpaid taxes and assessments become delinquent on April 1 of the year following assessment. The Tax Collector is required to collect the ad valorem taxes and non-ad valorem special 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 2022 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 Assessment Area Five Special Assessments, (2) that future landowners and taxpayers in the District will pay such Assessment Area Five Special Assessments, (3) that a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the District, and (4) that the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Assessment Proceedings to discharge the lien of the Assessment Area Five Special Assessments and all other liens that are coequal therewith.

Collection of delinquent Assessment Area Five Special Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the Assessment Area Five Special Assessments due. In the event of a delinquency in the payment of taxes and assessments on real property, the landowner may, prior to the sale of tax certificates, pay the total amount of delinquent ad valorem taxes and non-ad valorem assessments plus the cost of advertising and the applicable interest charge on the amount of such delinquent taxes and assessments. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates on such property to the person who pays the delinquent taxes and assessments owing, penalties and interest thereon and certain costs, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than 18%). Tax certificates are sold by public bid. 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 (currently 18%). The Tax Collector does not collect any money if tax certificates are "struck off" (issued) to the County. The County may sell such certificates to the public at any time at the principal amount thereof plus interest at the rate of not more than 18% per annum and a fee. Proceeds from the sale of tax certificates are required to be used to pay taxes and assessments (including the Assessment Area Five Special Assessments), interest, costs and charges on the real property described in the certificate. The demand for such 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 Assessment Area Five Special Assessments, which are the primary source of payment of the Series 2022 Bonds. 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.

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 or the property is placed on the list of lands available for sale, at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, charges and omitted taxes due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of 5%, unless the rate borne by the certificates is zero percent. The proceeds of such a redemption are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is effected by purchase of such certificates from the County, as described in the preceding paragraph.

Any holder, other than the County, of a tax certificate that has not been redeemed has seven years from the date of issuance of the tax certificate during which to act against the land that is the subject of the tax certificate. 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 outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due. 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. 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 the amount paid by such holder in applying 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. 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, and all other amounts paid by such person in applying for a tax deed, 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.

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 County may, at any time within ninety (90) days from the date of offering for public sale, purchase the land without further notice or advertising for a statutorily prescribed opening bid. After ninety (90) days have passed, any person or 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 of delinquency, unsold lands escheat to the County in which they are located 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.

Foreclosure

The following discussion regarding foreclosure is not applicable if the Assessment Area Five Special Assessments are being collected pursuant to the Uniform Method. In the event that the District itself directly levies and enforces, pursuant to Chapters 170 and 190, Florida Statutes, the collection of the Assessment Area Five Special Assessments levied on certain lands within Assessment Area Five of the District, Chapter 170.10, Florida Statutes provides that upon the failure of any property owner to pay all or any part of the principal of a special assessment, including an Assessment Area Five Special Assessment, or the interest thereon, when due, the governing body of the entity levying the assessment is authorized to commence legal proceedings for the enforcement of the payment thereof, including commencement of an action in chancery, commencement of a foreclosure proceeding in the same manner

as the foreclosure of a real estate mortgage, or commencement of an action under Chapter 173, Florida Statutes relating to foreclosure of municipal tax and special assessment liens. Such a proceeding is in rem, meaning that it is brought against the land not against the owner. 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 Assessment Area Five Special Assessments and the ability to foreclose the lien of such Assessment Area Five Special Assessments upon the failure to pay such Assessment Area Five Special Assessments may not be readily available or may be limited as such enforcement is dependent upon judicial action which is often subject to discretion and delay.

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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 of this Limited Offering Memorandum. Certain additional risks are associated with the Series 2022 Bonds offered hereby and are set forth below. Prospective investors in the Series 2022 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 2022 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 2022 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 2022 Bonds.

1. The Developer currently owns all of the District Lands that will initially be subject to the Assessment Area Five Special Assessments securing the Series 2022 Bonds (i.e., Assessment Area Five). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2022 BONDS" herein. Payment of the Assessment Area Five Special Assessments is primarily dependent upon their timely payment by the Developer and future 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 2022 Bonds, as such bankruptcy could negatively impact the ability of: (i) The Developer and any other landowner being able to pay the Assessment Area Five Special Assessments; (ii) the Tax Collector to sell tax certificates in relation to such property with respect to the Assessment Area Five Special Assessments being collected pursuant to the Uniform Method; and (iii) the District to foreclose the lien of the Assessment Area Five Special Assessments not being collected pursuant to the Uniform Method. In addition, the remedies available to the Owners of the Series 2022 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 2022 Bonds, including, without limitation, enforcement of the obligation to pay Assessment Area Five Special Assessments and the ability of the District to foreclose the lien of the Assessment Area Five Special Assessments if not being collected pursuant to the Uniform Method, may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2022 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 2022 Bonds would have a material adverse impact on the interest of the Owners thereof.

2. The principal security for the payment of the principal and interest on the Series 2022 Bonds is the timely collection of the Assessment Area Five Special Assessments. The Assessment Area Five Special Assessments do not constitute a personal indebtedness of the landowners of the land subject thereto, but are secured by a lien on such land. There is no assurance that the landowners will be able to pay the Assessment Area Five Special Assessments or that they will pay such Assessment Area Five Special Assessments even though financially able to do so. Beyond 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 Assessment Area Five Special 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 (2) years. The assessment of the benefits to be received by the benefited land within Assessment Area Five within the District as a result of implementation and development of the Assessment Area Five 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 Five 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 2022 Bonds may be adversely affected. Such adverse effect could render the District unable to collect delinquent Assessment Area Five Special Assessments, if any, and provided such delinquencies are significant, would negatively impact the ability of the District to make the full or punctual payment of debt service on the Series 2022 Bonds.

3. The development of the Development, including Assessment Area Five of the District, 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 or failure to maintain or renew any such approvals in a timely manner could delay or adversely affect the completion of the development of the Development, including Assessment Area Five. See “THE DEVELOPMENT – Development Approvals,” and “– Environmental” herein for more information. Moreover, the Developer has the right to modify or change the plan for development of Assessment Area Five, from time to time, including in each case, 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, which could include Assessment Area Five. In addition, the Developer and other landowners within the Development have the right to modify or change their respective plans for development of the Development, including Developer’s right to modify or change its plans for development of Assessment Area Five of the District, which may impact the sale or value of homes within Assessment Area Five.

4. The successful development of Assessment Area Five and the sale of residential units therein, once such residential units are built, may be affected by unforeseen changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Developer. Moreover, the Developer has the right to modify or change the plan for development of Assessment Area Five, from time to time, including in each case, 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, which could include Assessment Area Five. The Developer and other affiliates of the Developer, have and are developing other residential communities within the same Development and in other market areas, and may prioritize the development and sales of residential units among their various other developments, from time to time, and make no representation or agreement to prioritize development and sales within the Development.

5. The value of the lands subject to the Assessment Area Five Special Assessments could also be adversely impacted by flooding or wind damage caused by hurricanes, tropical storms, or other catastrophic events. In addition, such catastrophic events could potentially render the District lands unable to support the development and construction of Assessment Area Five of the District. The occurrence of any such events could materially adversely impact the District’s ability to pay principal and interest on the Series 2022 Bonds. The Series 2022 Bonds are not insured and the District’s casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

6. Neither the Developer, nor any other subsequent landowner has any obligation to pay the Assessment Area Five Special Assessments. As described herein, the Assessment Area Five Special Assessments are an imposition against the land only. Neither the Developer nor any other landowner is a guarantor of payment of any Assessment Area Five Special Assessment and the recourse for the failure of the Developer or any other landowner to pay the Assessment Area Five Special Assessments is limited to the collection proceedings against the land as described herein.

7. The willingness and/or ability of an owner of benefited land within Assessment Area Five to pay the Assessment Area Five Special 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. City, County, school, special district taxes and special assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on debt, including the Assessment Area Five Special Assessments, collected pursuant to the Uniform Method are payable at one time. Public entities whose boundaries overlap those of the District could, without the consent of the owners of the land within the District or the owners of the Series 2022 Bonds, impose additional taxes on the property within the District. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the Assessment Area Five Special Assessments. In addition, lands within the District may also be subject to assessments by property and homeowners' associations.

8. The Series 2022 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2022 Bonds in the event an Owner thereof determines to solicit purchasers of the Series 2022 Bonds. Because the Series 2022 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 2022 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2022 Bonds may be sold. Such price may be lower than that paid by the current Owners of the Series 2022 Bonds, depending on the progress of development of Assessment Area Five, existing real estate and financial market conditions and other factors.

9. 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 Assessment Area Five Special Assessments will be dependent upon various factors, including the delay inherent in any judicial proceeding to enforce the lien of the Assessment Area Five Special Assessments and the value of the land which is the subject of such proceedings and which may be subject to sale if the Uniform Method is not be utilized. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2022 BONDS" herein. If the District has difficulty in collecting the Assessment Area Five Special Assessments, the Series 2022 Reserve Account could be rapidly depleted and the ability of the District to pay debt service could be materially adversely affected. In addition, during an Event of Default under the Indenture, the Trustee may withdraw moneys from the Series 2022 Reserve Account and such other Funds, Accounts and subaccounts created under the Indenture to pay its extraordinary fees and expenses incurred in connection with such Event of Default. If in fact the Series 2022 Reserve Account is accessed for any 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 Assessment Area Five Special Assessments in order to provide for the replenishment of the Series 2022 Reserve Account.

10. The value of the land within the District, the success of the development of the District Lands, including Assessment Area Five, and the likelihood of timely payment of principal and interest on the Series 2022 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 District Lands, including Assessment Area Five, and the likelihood of the timely payment of the Series 2022 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. The Developer obtained a Phase I Environmental Site Assessment (the “ESA”) dated September 12, 2019 from Kleinfelder, Inc., which evaluated the developable lands within Assessment Area Five. The ESA revealed no evidence of recognized environmental conditions. 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. See “THE DEVELOPMENT – Environmental” for more information on the Developer’s 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 Assessment Area Five, 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 District Lands.

11. If the District should commence a foreclosure action against a landowner for nonpayment of Assessment Area Five Special Assessments if not being collected pursuant to the Uniform Method, such landowners may raise affirmative defenses to such foreclosure action which, although the District believes that 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 2022 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 2022 Bond proceeds that can be used for such purpose.

12. 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 Assessment Area Five Special Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold with respect to the Assessment Area Five Special Assessment even though the landowner is not contesting the amount Assessment Area Five Special Assessment. However, Section 194.014, Florida Statutes, requires taxpayers to pay all non-ad valorem taxes, which would include the Assessment Area Five Special Assessments and at least seventy-five (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.

13. A 2011 bankruptcy court decision in Florida held that only the governing body of a community development district could vote to approve a reorganization plan submitted by the Developer/debtor in the case and, thus, the bondholders of such district were not able to vote for or against the plan. The governing body of that district was affiliated with the debtor. As a result of the reorganization plan that was approved, the bondholders were denied payment of their bonds for two (2) years or longer. The Indenture provides that for as long as any Bonds remain Outstanding, in any proceeding involving the District or the “obligated” person (as defined in the herein defined Disclosure Agreement) (as used herein, the “Landowner”) or the Special Assessments, the District shall be obligated to act in accordance with direction from the Trustee, and the Trustee shall be obligated to act in accordance with direction from the Beneficial Owners of at least twenty-five percent (25%) of the

aggregate principal amount of all Outstanding Bonds, with regard to all matters directly or indirectly affecting the Bonds. Furthermore, pursuant to the Indenture, the District will acknowledge and agree that, although the Series 2022 Bonds were issued by the District, the Beneficial Owners of the Series 2022 Bonds are categorically the party with a financial stake in the repayment of the Series 2022 Bonds and, consequently, the party with a vested interest in a Proceeding. In the event of any Proceeding involving any Landowner (a) the District will agree 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 Assessment Area Five Special Assessments, the Series 2022 Bonds or any rights of the Trustee with respect to this paragraph or Series 2022 Bondholders under the Indenture that is inconsistent with any direction from the Trustee, (b) the Trustee shall have the right, but is not obligated to, vote in any such Proceeding any and all claims of the District relating to the Assessment Area Five Special Assessments or the Series 2022 Bonds, and, if the Trustee chooses to exercise such right, the District shall be deemed to have appointed the Trustee as its agent and granted to the Trustee an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Landowner, including without limitation, the right to file and/or prosecute any claims, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the Bankruptcy Code and (c) the District shall not challenge the validity or amount of any claim submitted in such Proceeding by the Trustee in good faith or any valuations of any lands submitted by the Trustee in good faith in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee's enforcement of the District's claim with respect to the Assessment Area Five Special Assessments or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District will agree in the Indenture that the Trustee shall have the right (i) to file a proof of claim with respect to the Assessment Area Five Special Assessments, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2022 BONDS – Indenture Provisions Relating to Bankruptcy or Insolvency of Certain Landowners." The District cannot express any view whether such delegation would be enforceable.

14. The Internal Revenue Service (the "IRS") routinely examines bonds issued by state and local governments, including bonds issued by community development districts. 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 (3) 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 currently believe 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 (5) or six (6) 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 (6) years and there are two hundred fifty (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. Currently, 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 it elects. 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 2022 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 2022 Bonds are advised that, if the IRS does audit the Series 2022 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 2022 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 2022 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 2022 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 2022 Bonds would adversely affect the availability of any secondary market for the Series 2022 Bonds. Should interest on

the Series 2022 Bonds become includable in gross income for federal income tax purposes, not only will Owners of Series 2022 Bonds be required to pay income taxes on the interest received on such Series 2022 Bonds and related penalties, but because the interest rate on such Series 2022 Bonds will not be adequate to compensate Owners of the Series 2022 Bonds for the income taxes due on such interest, the value of the Series 2022 Bonds may decline.

THE INDENTURE DOES NOT PROVIDE FOR ANY ADJUSTMENT IN THE INTEREST RATE ON THE SERIES 2022 BONDS IN THE EVENT OF AN ADVERSE DETERMINATION BY THE IRS WITH RESPECT TO THE TAX-EXEMPT STATUS OF INTEREST ON THE SERIES 2022 BONDS. PROSPECTIVE PURCHASERS OF THE SERIES 2022 BONDS SHOULD EVALUATE WHETHER THEY CAN OWN THE SERIES 2022 BONDS IN THE EVENT THAT THE INTEREST ON THE SERIES 2022 BONDS BECOMES TAXABLE AND/OR THE DISTRICT IS EVER DETERMINED TO NOT BE A POLITICAL SUBDIVISION FOR PURPOSES OF THE CODE AND/OR SECURITIES ACT (AS HEREINAFTER DEFINED).

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 2022 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 2022 Bonds would need to ensure that subsequent transfers of the Series 2022 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act.

16. From time to time, there are legislative proposals suggested, debated, introduced or pending in Congress 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 enacted into law or upheld, could alter or amend one or more of the federal tax matters described herein including, without limitation, the excludability from gross income of interest on the Series 2022 Bonds, adversely affect the market price or marketability of the Series 2022 Bonds, or otherwise prevent the holders from realizing the full current benefit of the status of the interest thereon. However, it cannot be predicted whether or in what form this proposed legislation or any other such proposal may be enacted, or whether, if enacted, any such proposal would affect the Series 2022 Bonds. If enacted into law, such legislative proposals could affect the market price or marketability of the Series 2022 Bonds. Prospective purchasers of the Series 2022 Bonds should consult their tax advisors as to the impact of any proposed or pending legislation.

17. In the Indenture, the District will covenant not to issue any other Bonds or other debt obligations secured by Assessment Area Five Special Assessments levied against the assessable lands within Assessment Area Five within the District to finance any capital Project. Such covenant shall not prohibit the District from issuing refunding bonds. In addition, the District will covenant not to issue any other Bonds or other debt obligations secured by Special Assessments on assessable lands within Assessment Area Five within the District that are subject to the Assessment Area Five Special Assessments for any capital project unless the Assessment Area Five Special Assessments have been Substantially Absorbed. Notwithstanding any of the foregoing, the District shall not be precluded from imposing Special Assessments or other non-ad valorem assessments on such lands within the District in connection with capital projects that are necessary for health, safety or welfare reasons or to remediate a natural disaster. See “SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2022 BONDS – Additional Obligations” herein for more information.

18. There can be no assurance, in the event the District does not have sufficient moneys on hand to complete the Assessment Area Five Project, that the District will be able to raise, through the issuance of bonds or otherwise, the moneys necessary to complete the Assessment Area Five Project. Although the Developer will agree to complete the Assessment Area Five Project regardless of any insufficiency of proceeds from the Series 2022 Bonds and will enter into a completion agreement with the District as evidence thereof, there can be no assurance that the Developer will have sufficient resources to do so. Such obligation of the Developer is an unsecured obligation. See “THE DEVELOPER” herein.

19. 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 existing or future legislation will or may have on the security for the Series 2022 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.”

20. In the event a bank forecloses on property within Assessment Area Five because of a default on the mortgage in favor of such bank, and then the bank itself fails and the Federal Deposit Insurance Corporation (the “FDIC”) is appointed as receiver, the FDIC would then become the fee owner of such property. In such event, the FDIC would likely, pursuant to its own rules and regulations, not be liable to pay the Assessment Area Five Special Assessments levied against such property. In addition, the District would be required to obtain the consent of the FDIC prior to commencing a foreclosure action if the Assessment Area Five Special Assessments are not being collected pursuant to the Uniform Method.

21. 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 2022 Bonds.

22. In addition to the general economic conditions discussed above, the timely and successful completion of Assessment Area Five, the construction and sale of residential units therein and the sale of tax certificates 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 and its variants may have on Assessment Area Five, it is possible that construction delays, delays in the receipt of permits or other government approvals, supply chain disruptions or other delays could occur as a result of COVID-19 that adversely impact Assessment Area Five. 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 Five, the successful construction and sale of homes in Assessment Area Five and/or the sale of tax certificates.

23. In addition to being subject to optional and mandatory sinking fund redemptions, the Series 2022 Bonds are subject to extraordinary mandatory redemption as a result of prepayments of the Assessment Area Five Special Assessments by the Developer or subsequent owners of the property within Assessment Area Five. Any such redemptions of the Series 2022 Bonds would be at the principal amount of such Series 2022 Bonds being redeemed plus accrued interest to the date of redemption. In such event, owners of the Series 2022 Bonds may not realize their anticipated rate of return on the Series 2022 Bonds and the initial owners of any Premium Bonds (as defined herein) would receive less than the price they paid for the Series 2022 Bonds. See “DESCRIPTION OF THE SERIES 2022 BONDS – Redemption Provisions” and “SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2022 BONDS – Prepayment of Assessment Area Five Special Assessments” herein for more information.

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ESTIMATED SOURCES AND USES OF FUNDS

The table that follows summarizes the estimated sources and uses of proceeds of the Series 2022 Bonds:

Source of Funds

Par Amount of Series 2022 Bonds [Plus/Less: Net Original Issue Premium/Discount]	\$ _____
Total Sources	\$ =====

Use of Funds

Deposit to Series 2022 Acquisition and Construction Account	\$
Deposit to Series 2022 Reserve Account	
Deposit to Series 2022 Interest Account ⁽¹⁾	
Costs of Issuance, including Underwriter's Discount ⁽²⁾	_____
Total Uses	\$ =====

⁽¹⁾ To be applied to pay interest on the Series 2022 Bonds through at least December 15, 2022.

⁽²⁾ Costs of issuance includes, without limitation, legal fees and other costs associated with the issuance of the Series 2022 Bonds.

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DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled debt service on the Series 2022 Bonds:

<u>Period Ending December 15</u>	<u>Principal (Amortization)</u>	<u>Interest</u>	<u>Total Debt Service</u>
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			
2052*			
TOTALS	<u>\$</u>	<u>\$</u>	<u>\$</u>

*The Series 2022 Bonds mature on June 15, 20__.

THE DISTRICT

General Information

The District was established by Ordinance No. 2015-7 of the City Council of the City enacted on March 9, 2015, as amended by Ordinance Nos. 2019-50 and 2020-53 enacted on October 7, 2019 and November 9, 2020, respectively, under the provisions of the Act. The District is located east of State Road 417 and north of Wewahootee Road and encompasses approximately 993.26+/- gross acres (the “District Lands”). The District lies entirely within the incorporated area of the City and is being developed as part of a larger mixed-use planned project known as Storey Park (the “Development”). See “THE DEVELOPMENT” herein.

Legal Powers and Authority

The District is an independent special-purpose 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 of Florida. 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 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 streetlights, 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 the District to pursue any remedy for enforcement of any lien or pledge of the Series 2022 Pledged Revenues in connection with its bonds, including the Series 2022 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. 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. At the time of the sale of the Series 2022 Bonds, all of the current members of the Board are employees of the Developer.

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>
Rob Bonin*	Chairperson	November, 2022
Ben Kraljev*	Assistant Secretary	November, 2022
Mike McQuarrie*	Assistant Secretary	November, 2024
Teresa Diaz*	Assistant Secretary	November, 2022
Lane Register*	Assistant Secretary	November, 2024

* Employee of 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 District 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 has charge and supervision of the works of the District and is 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 Governmental Management Services – Central Florida, LLC, Orlando, Florida, to serve as its district manager ("District Manager"). The District Manager's office is located at 219 East Livingston Street, Orlando, Florida 32801, telephone number (407) 841-5524.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Greenberg Traurig, P.A., West Palm Beach, Florida, as Bond Counsel; Poulos & Bennett, LLC, Orlando, Florida, as District Engineer; and Latham, Luna, Eden & Beaudine, LLP, Orlando, Florida, as District Counsel. The Board has also retained Governmental Management Services – Central Florida, LLC, Orlando, Florida, to serve as Methodology Consultant and to prepare the Assessment Methodology and to serve as Dissemination Agent for the Series 2022 Bonds.

Prior Indebtedness

The District previously issued its (i) \$9,210,000 Storey Park Community Development District Special Assessment Bonds, Series 2015 (Assessment Area One Project), currently outstanding in the principal amount of \$8,270,00 (the "Series 2015 Bonds") to finance certain infrastructure improvements associated with Assessment Area One, (ii) \$3,865,000 Storey Park Community Development District Special Assessment Bonds, Series 2018 (Assessment Area Two Project), currently outstanding in the principal amount of \$3,600,000 (the "Series 2018 Bonds") to finance certain infrastructure improvements associated with Assessment Area Two, (iii) \$3,995,000 Storey Park Community Development District Special Assessment Bonds, Series 2019 (Assessment Area Three Project), currently outstanding in the principal amount of \$3,775,000 (the "Series 2019 Bonds") to finance certain infrastructure improvements associated with Assessment Area Three and (iv) \$6,030,000 Storey Park Community Development District Special Assessment Bonds, Series 2021 (Assessment Area Four Project), currently outstanding in the principal amount of \$5,905,000 (the "Series 2021 Bonds" and, together with the Series 2015 Bonds, the Series 2018 Bonds, the Series 2019 Bonds and the Series 2021 Bonds, the "Prior Bonds") to finance certain infrastructure improvements associated with Assessment Area Four (collectively, with Assessment Area One, Assessment Area Two and Assessment Area Three, the "Prior Assessment Areas").

The Prior Bonds are secured by Special Assessments levied solely on the assessable lands within the respective Prior Assessment Areas, as applicable, and no special assessments securing the Prior Bonds will be levied on any other lands in the District, including Assessment Area Five, or used to pay debt service on any other bonds, including the Series 2022 Bonds.

The Series 2022 Bonds are secured by Assessment Area Five Special Assessments levied solely on the assessable lands within Assessment Area Five and no special assessments securing the Series 2022 Bonds will be levied on any other lands in the District or used to pay debt service on any other bonds, including the Prior Bonds.

THE ASSESSMENT AREA FIVE PROJECT

The Storey Park Community Development District Engineer’s Report Revision 7 – Parcel K Boundary Expansion, dated February 22, 2021 (the “Engineer’s Report”), prepared by Poulos & Bennett, LLC (the “District Engineer”), sets forth certain infrastructure improvements to be constructed within the boundaries of Parcel K (as hereinafter defined) within the District consisting of roadways, stormwater, potable water, wastewater, reclaimed water, landscaping and other improvements in the District (collectively, the “Parcel K Improvements”). The Engineer’s Report estimates the total cost of the Parcel K Improvements to be approximately \$18,784,302. Parcel K contains approximately 147.4+/- gross acres of land, which are planned to contain 588 residential units.

Land development associated with Parcel K is scheduled to occur in three phases. The first two phases of land development for Parcel K consists of approximately 101+/- gross acres of land planned for 357 residential units (“Assessment Area Four”). The District previously issued its Series 2021 Bonds to finance the portion of the Parcel K Improvements associated with Assessment Area Four. Land development associated with Assessment Area Four is complete, and all lots have been developed and platted.

The remaining land within Parcel K consists of approximately 42.34+/- gross acres of land planned for 231 residential units (“Assessment Area Five”). The Series 2022 Bonds are being issued to finance the portion of the Parcel K Improvements associated with Assessment Area Five (the “Assessment Area Five Project”). See “THE DEVELOPMENT – Assessment Area Five” below for more information. The table below shows the breakdown of residential units of each phase within Parcel K.

Parcel K Breakdown

Bond Issue	Assessment Area Four			Assessment Area Five	
	Series 2021 Bonds			Series 2022 Bonds	
	<u>Phase One</u>	<u>Phase Two</u>	<u>Phase One and Phase Two Total</u>	<u>Phase Three</u>	<u>Grand Total</u>
25' Townhome	41	45	86	65	151
32' Single-family	37	39	76	58	134
40' Single-family	17	60	77	43	120
50' Single-family	32	37	69	54	123
60' Single-family	<u>33</u>	<u>16</u>	<u>49</u>	<u>11</u>	<u>60</u>
TOTAL	160	197	357	231	588

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The Engineer’s Report estimates the total cost of the Assessment Area Five Project to be approximately \$5,154,112 consisting of the following:

<u>Improvements</u>	<u>Estimated Cost Assessment Area Five Project</u>
CDD roadways and alleys	\$599,078
Stormwater improvements	717,244
Earthwork	750,887
Potable water distribution	564,976
Reclaimed water distribution	177,833
Sanitary sewer system	262,545
Off-site improvements	286,545
Master signage, trails and street trees	278,313
Electrical undergrounding	498,544
Landscape and hardscape	231,928
Soft costs (8% of hard costs)	349,431
Contingency (10% of hard costs)	<u>436,789</u>
Total:	\$5,154,112

See “APPENDIX C – ENGINEER’S REPORT” for more information regarding the Parcel K Improvements, including the Assessment Area Five Project.

The Series 2022 Bonds will be secured by the Assessment Area Five Special Assessments which will initially be levied on the approximately 42.34+/- gross acres which comprise Assessment Area Five. As lots are platted, the Assessment Area Five Special Assessments will be assigned to the 231 lots planned for Assessment Area Five on a first platted, first assigned basis as set forth in the Assessment Methodology attached hereto. See “APPENDIX D – ASSESSMENT METHODOLOGY” and “THE DEVELOPMENT – Taxes, Fees and Assessments” herein for more information.

Land development associated with Assessment Area Five is substantially complete with final completion expected by December 2022. Mass grading and master earthwork for Assessment Area Five was completed in conjunction with the development of Assessment Area Four. To date, the Developer has spent approximately \$2 million towards the installation of infrastructure associated with Assessment Area Five. See “THE DEVELOPMENT – Development Plan and Status of Assessment Area Five” for the current status of development in Assessment Area Five. Net proceeds of the Series 2022 Bonds available to fund the Assessment Area Five Project will be approximately \$2.6 million*. The Developer will enter into a completion agreement at the closing on the Series 2022 Bonds to complete the Assessment Area Five Project. See “BONDOWNERS’ RISKS – No. 18” herein.

The District Engineer has indicated that all permits necessary to construct the Assessment Area Five Project have either been obtained or are expected to be obtained in the ordinary course. In addition to the Engineer’s Report, please refer to “THE DEVELOPMENT – Development Approvals” for a more detailed description of the entitlement and permitting status of Assessment Area Five. See “APPENDIX C – ENGINEER’S REPORT.”

* Preliminary, subject to change.

The following 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 2022 Bonds or the Assessment Area Five Special Assessments.

THE DEVELOPMENT

General

The District encompasses approximately 993.26+/- gross acres of land located entirely within the City of Orlando and is planned to contain 1,728 residential units at build out as part of a larger mixed-use phased, planned development known as “Storey Park” (the “Development”). The Development is located east of State Road 417 and north of Wewahootee Road in the eastern Orlando area, is close to Medical City, Orlando International Airport and Moss Park, and is a relatively short drive away from area beaches, theme parks (including Walt Disney World Resort, Universal Studios and SeaWorld), the Amway Center, the Citrus Bowl and numerous county parks. The Development is located at the southeast quadrant of State Road 417 and State Road 528, directly east of the Orlando International Airport.

The Development is being developed in phases. See “– Prior Assessment Areas Status Update” below for more information on the Prior Projects. The District recently amended its boundaries to include an additional 147.4+/- acres of land known as “Parcel K”. Land development associated with Parcel K is scheduled to occur in three phases. The first two phases of land development for Parcel K consists of approximately 101+/- gross acres of land planned for 357 residential units (“Assessment Area Four”). The District previously issued its Series 2021 Bonds to finance the portion of the Parcel K Improvements associated with Assessment Area Four. Land development associated with Assessment Area Four is complete, and all lots have been developed and platted.

The remaining land within Parcel K consists of approximately 42.34+/- gross acres of land planned for 231 residential units (“Assessment Area Five”). The Series 2022 Bonds are being issued to finance the portion of the Parcel K Improvements associated with Assessment Area Five (the “Assessment Area Five Project”). See “– Development Plan and Status of Assessment Area Five” below for more information.

The Series 2022 Bonds will finance a portion of the Assessment Area Five Project, which consists of that portion of the Parcel K Improvements associated with Assessment Area Five. The Series 2022 Bonds will be secured by the Assessment Area Five Special Assessments which will initially be levied on the approximately 42.34+/- gross acres which comprise Assessment Area Five. As lots are platted, the Assessment Area Five Special Assessments will be assigned to the 231 lots planned for Assessment Area Five on a first platted, first assigned basis as set forth in the Assessment Methodology attached hereto. See “APPENDIX D – ASSESSMENT METHODOLOGY” and “THE DEVELOPMENT – Taxes, Fees and Assessments” herein for more information.

Lennar Homes, LLC, a Florida limited liability company (the “Developer”) is the developer, homebuilder and sole landowner of the lands within Assessment Area Five. The Developer will install the infrastructure within Assessment Area Five and construct and market homes within Assessment Area Five for sale to homebuyers. Home prices in Assessment Area Five are expected to range from \$385,990

to \$672,490. See “THE DEVELOPER” and “THE DEVELOPMENT – Land Acquisition and Finance Plan” herein for more information.

Prior Assessment Areas Status Update

Assessment Area One. The District has previously issued the Series 2015 Bonds to finance the infrastructure improvements associated with Assessment Area One. Assessment Area One contains 672 residential units comprised of 123 townhomes and 549 single-family detached units. The Series 2015 Bonds are secured by Special Assessments levied by the District on the 672 residential units within Assessment Area One. All lots within Assessment Area One are developed and all homes have been built and have closed with end users.

Assessment Area Two. The District has previously issued the Series 2018 Bonds to finance the infrastructure improvements associated with Assessment Area Two. Assessment Area Two is planned for 263 residential units comprised of 57 townhomes and 206 single-family detached units. The Series 2018 Bonds are secured by Special Assessments levied by the District on the 263 residential units within Assessment Area Two. All lots within Assessment Area Two are developed and all homes have been built and have closed with end users.

Assessment Area Three. The District has previously issued the Series 2019 Bonds to finance the infrastructure improvements associated with Assessment Area Three. Assessment Area Three is planned for 205 single-family detached units. The Series 2019 Bonds are secured by Special Assessments levied by the District on the 205 residential units within Assessment Area Three. All lots within Assessment Area Three are developed and all homes have been built and have closed with end users.

Assessment Area Four. The District has previously issued the Series 2021 Bonds to finance the infrastructure improvements associated with Assessment Area Four. Assessment Area Four is planned for 357 residential units comprised of 86 townhomes and 271 single-family detached units. The Series 2021 Bonds are secured by Special Assessments levied by the District on the 357 residential units within Assessment Area Four. All lots within Assessment Area Four have been developed and platted. As of the date hereof, 159 homes have sold and closed with end users, with an additional 144 homes sold pending closing.

Land Acquisition and Finance Plan

On or about, April 18, 2022, the Developer acquired the land within Assessment Area Five for a purchase price of approximately \$7.24 million. There are currently no mortgages on the lands within Assessment Area Five.

The Developer anticipates that the total cost to install the infrastructure associated with Assessment Area Five will be approximately \$4.9 million. To date, the Developer has spent approximately \$2 million towards the installation of infrastructure associated with Assessment Area Five.

Net proceeds of the Series 2022 Bonds available to fund a portion of the Assessment Area Five Project will be approximately \$2.6 million*. Development costs not funded with the proceeds of the Series 2022 Bonds will be funded by the Developer. The Developer will enter into a completion agreement to complete the Assessment Area Five Project in connection with the issuance of the Series 2022 Bonds. See “BONDOWNERS’ RISKS – No. 18” herein.

* Preliminary, subject to change.

Development Plan and Status of Assessment Area Five

Assessment Area Five is planned to contain 231 residential units, consisting of 65 townhomes and 166 single-family detached units. Land development associated with Assessment Area Five is substantially complete with final completion expected by December 2022. Mass grading and master earthwork for Assessment Area Five was completed in conjunction with the development of Assessment Area Four. A final plat for Assessment Area Five is expected to be recorded by the end of September 2022.

Sales and vertical construction within Assessment Area Five are expected to commence by February 2023, with closings expected to commence by July 2023.

The Developer forecasts that all homes within Assessment Area Five will be closed with homebuyers by August 2024. These anticipated absorption rates are based upon estimates and assumptions made by the Developer that are inherently uncertain, though considered reasonable by the Developer based on currently estimated market conditions, 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 rates will occur or be realized in the time frames anticipated.

Residential Product Offerings

The following table reflects the Developer’s current expectations for Assessment Area Five, along with the number of planned units, estimated number of bedrooms and bathrooms, estimated square footages, and estimated home prices, all of which are subject to change:

Product	# of Planned Units	Estimated Beds/Baths	Estimated Square Footage	Estimated Home Prices
Townhome – 25’	65	3 to 4 Bedrooms, 2.5 Baths	1,615 to 2,000	\$385,990 to \$418,990
Single-family – 32’	58	3 to 4 Bedrooms, 2.5 to 3.5 Baths	1,982 to 2,515	\$428,490 to \$472,990
Single-family – 40’	43	3 to 5 Bedrooms, 2.5 to 3.5 Baths	2,198 to 2,634	\$471,990 to \$511,990
Single-family – 50’	54	3 to 5 Bedrooms, 2 to 3.5 Baths	1,775 to 3,951	\$444,990 to \$653,990
Single-family – 60’	<u>11</u>	4 to 5 Bedrooms, 2.5 to 4 Baths	2,385 to 3,951	\$532,490 to \$672,490
Total	231			

Development Approvals

The Development was previously part of the Innovation Place Development of Regional Impact Development Order, which was rescinded following the Development’s annexation by the City. The City assigned the lands of which the Development is a part of a planned development zoning designation. Ordinance 2013-76 enacted by the City (the “PD Ordinance”) and the Annexation Agreement (defined below), both governing the Development contain, among other conditions, requirements for certain roadway improvements to Innovation Way (a/k/a Dowden Road and f/k/a Innovation Way North), the Moss Park Road Extension (f/k/a Innovation Way South), and a connector road connecting Innovation Way and the Moss Park Road Extension, which are required to be completed as part of the initial development of the Development. Such roadway improvements were completed by the Developer in November 2018 for a total cost of approximately \$18 million.

Under the planned development zoning designation, the maximum allowable development entitlements for the planned development approved by the PD Ordinance and known as the Wewahootee PD (the “PD”), of which the District constitutes a portion, as a whole are 2,752 residential units, 713,845

square feet of retail space, 627,000 square feet of office space, and certain civic space to be determined as development of specific parcels is approved. The portion of the PD located within the District was allocated by private agreement between the Developer and, one of the primary landowners in the District at the time, Moss Park Properties, LLLP, a Florida limited liability limited partnership (“Moss Park Properties”), entitlements allowing for the construction of 1,757 residential units (1,201 single-family attached / detached units and 556 multi-family units) and 82,000 square feet of commercial space. The proposed density within Assessment Area Five of 231 residential units retains the overall density of the Development well under the allowed density of the PD zoning designation.

The Development is also subject to an Annexation and Development Agreement dated September 23, 2013, as amended, among the Developer, Moss Park Properties and the City (the “Annexation Agreement”), which approved the Conceptual Master Plan for the PD and set forth certain other conditions of its development. The Annexation Agreement contains, among other provisions, certain transportation improvements required in connection with the Development and the establishment of the Developer’s and Moss Park Properties’ proportionate share contributions toward the cost of certain off-site improvements associated with the PD. The total of the proportionate shares for Transportation Phase I of the Development are \$3,206,739, with the Developer’s percentage of such proportionate shares being set at 48.16%, equal to \$1,544,365, based on the entitlements allocated between the Developer and Moss Park Properties, and subject to adjustment based on the entitlements for which final development plans are approved, of which the Developer has paid approximately \$1,100,000 to date. A copy of the Annexation Agreement is available from the District Manager.

Environmental

A Phase I Environmental Site Assessment (the “ESA”) was conducted for the developable land within Assessment Area Five by Kleinfelder, Inc. dated September 12, 2019. The ESA revealed no evidence of recognized environmental conditions. See “BONDOWNERS’ RISK – No. 10” herein for more information regarding potential environmental risks.

Amenities

The Development contains an approximately 4,600 square-foot clubhouse and recreation center, with a fitness center, pool, spa, basketball court, sand volleyball court, a playground, multi-purpose field and various park areas (collectively, the “Amenity”). Construction of the Amenity was completed in August 2022. The estimated cost of the Amenity was approximately \$2.5 million, which was funded with Developer equity. The District owns most of the park areas and the Developer owns the clubhouse and recreation center.

Utilities

Orange County Utilities will provide potable and reclaimed water and sanitary sewer services to the Development. Electric service will be provided by Duke Energy.

Taxes, Fees and Assessments

As set forth in the Assessment Methodology, the Series 2022 Bonds will be secured by the Assessment Area Five Special Assessments, which are initially levied on approximately 42.34+/- gross acres within Assessment Area Five within the District until such time as lots in Assessment Area Five are platted. As platting of the planned 231 lots within Assessment Area Five occurs, the Assessment Area Five Special Assessments will be assigned to platted lots in Assessment Area Five on a first platted, first assigned basis. Assuming that all of the 231 planned residential units within Assessment Area Five are

developed and platted, then the Assessment Area Five Special Assessments will be allocated on a per unit basis below and as set forth in the Assessment Methodology. See “THE DEVELOPMENT – Development Plan and Status of Assessment Area Five” and “APPENDIX D – ASSESSMENT METHODOLOGY” herein:

Product Type	# of Units Planned	Series 2022 Bonds Total Par Debt Per Unit*	Annual Assessment Area Five Special Assessments Per Unit**
Townhome – 25’	65	\$ 8,790	\$ 633
Single-family – 32’	58	11,251	810
Single-family – 40’	43	14,064	1,013
Single-family – 50’	54	17,580	1,266
Single-family – 60’	<u>11</u>	21,096	1,519
Total	231		

* Preliminary, subject to change.

** Includes collection fees and early payment discounts when collected on the County tax bill.

The District will levy assessments to cover its operation and administrative costs that for fiscal year 2023 are budgeted to range from approximately \$461 per townhome unit annually to \$1,106 per single family 60’ unit annually, each grossed up to include collection fees and early payment discounts, which amounts are subject to change. In addition, residents will be required to pay homeowners association fees and amenity fees which are currently estimated in the aggregate to range from \$269.78 to \$343.78 per residential lot monthly; which amounts are subject to change. All property owners’ association assessments are subject to change. The land within the District has been and will continue to be subject to taxes and assessments imposed by taxing authorities other than the District. The total millage rate applicable to lands within the City for 2021 was approximately 18.4537 mills, which is subject to change in future tax years. These taxes would be payable in addition to the Assessment Area Five Special 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 Orange County Public Schools 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 2021.

Education

School age residents of the District are expected to attend Moss Park Elementary School, Innovation Middle School and Lake Nona High School, which are all located approximately within four miles from the District boundaries. Moss Park Elementary School is currently rated “A” by the State, Innovation Middle School is currently rated “A” by the State and Lake Nona High School is currently rated “A” by the State. Orange County Public Schools may change school boundaries from time to time, and there is no requirement that students residing in the Development will be permitted to attend the schools which are closest to the Development.

Competition

The Development is expected to compete with other projects in the Orlando market generally. There are a number of new projects and ongoing projects with which the Development will be in competition. The Developer believes the following projects will be the most direct competition for the Development: Laureate Park, Meridian Parks and Belle Vie.

This information does not purport to list all of the existing or planned communities in the area of the Development, but rather provide a list of those that the Developer feels pose primary competition to the Development.

THE DEVELOPER

Lennar Homes, LLC (the “Developer”), is a Florida limited liability company formed on November 30, 2006 and is the developer, homebuilder and sole landowner of the lands within Assessment Area Five. The Developer is indirectly wholly owned by Lennar Corporation (“Lennar Corp.”).

Lennar Corp. stock trades on the New York Stock Exchange under the symbol LEN. Lennar Corp. is subject to the informational requirements of the Securities and Exchange Commission Act of 1934, as amended (the “Exchange Act”), and in accordance therewith files reports, proxy statements, and other information with the Securities and Exchange Commission (the “SEC”). Such filings, particularly The Developer’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 the Developer 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 the Developer. The address of such Internet web site is www.sec.gov.

NEITHER THE DEVELOPER NOR ANY OF THE INDIVIDUALS OR ENTITIES LISTED HEREIN ARE GUARANTEEING PAYMENT OF THE SERIES 2022 BONDS OR THE ASSESSMENT AREA FIVE SPECIAL ASSESSMENTS. NONE OF SUCH ENTITIES, OTHER THAN THE DEVELOPER, HAS ENTERED INTO ANY AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2022 BONDS.

ASSESSMENT METHODOLOGY

The Master Assessment Methodology for Assessment Area Five dated March 8, 2022 (the “Master Methodology”), as supplemented by a Supplemental Assessment Methodology for Assessment Area Five, to be dated the sale date of the Series 2022 Bonds (the “Supplemental Methodology” and, together with the Master Methodology, the “Assessment Methodology”), which describes the methodology for allocation of the Assessment Area Five Special Assessments to the lands within Assessment Area Five, has been prepared by Governmental Management Services – Central Florida, LLC, Orlando, Florida (the “Methodology Consultant”). See “EXPERTS” herein for more information. The Assessment Methodology is included herein as APPENDIX D. Once the final terms of the Series 2022 Bonds are determined, the Supplemental Methodology will be amended to reflect such final terms.

Once levied and imposed, the Assessment Area Five Special 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.

The Assessment Methodology sets forth a “true-up mechanism” which prevents any buildup of debt on unplatted land (“Unassigned Properties”). At the time Unassigned Properties becomes platted (“Assigned Properties”), the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the proposed plat or site plan approval. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is less than the required amount to pay debt service on the Series 2022 Bonds, then a debt reduction payment by the Developer in the amount necessary to reduce the par amount of the outstanding Series 2022 Bonds plus accrued interest to a level that will be supported by the new maximum annual debt service will be

required. 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 lot/unit remaining on unplatted land within Assessment Area Five increases above the maximum debt per unit level. The Developer's obligation under such true-up agreement will be an unsecured obligation of the Developer. See "APPENDIX D – ASSESSMENT METHODOLOGY" herein for additional information regarding the "true-up mechanism".

TAX MATTERS

General

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 2022 Bonds in order that the interest on the Series 2022 Bonds be and remain excludable from gross income for federal income tax purposes. The District's failure to meet these requirements may cause the interest on the Series 2022 Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Series 2022 Bonds. The District has covenanted in the Indenture to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Series 2022 Bonds.

In the opinion of Greenberg Traurig, P.A., Bond Counsel, assuming the accuracy of certain representations and certifications of the District, the Developer and continuing compliance by the District with the tax covenants referred to above, under existing statutes, regulations, rulings and court decisions, the interest on the Series 2022 Bonds is excludable from gross income of the holders thereof for federal income tax purposes and, further, interest on the Series 2022 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. Bond Counsel is further of the opinion that the Series 2022 Bonds and the interest thereon are not subject to taxation under the laws of the State, except as to estate taxes and taxes under Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined in said Chapter 220. Bond Counsel will express no opinion as to any other tax consequences regarding the Series 2022 Bonds. Prospective purchasers of the Series 2022 Bonds should consult their own tax advisors as to the status of interest on the Series 2022 Bonds under the tax laws of any state other than the State.

The above opinion on federal tax matters with respect to the Series 2022 Bonds will be based on and will assume the accuracy of certain representations and certifications of the District and the Developer, and compliance with certain covenants of the District and the Developer to be contained in the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the Series 2022 Bonds will be and will remain obligations, the interest on which is excludable from gross income for federal income tax purposes. Bond Counsel will not independently verify the accuracy of those certifications and representations. Bond Counsel will express no opinion as to any other consequences regarding the Series 2022 Bonds.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the receipt or accrual of the interest on the Series 2022 Bonds, or the ownership or disposition of the Series 2022 Bonds. Prospective purchasers of Series 2022 Bonds should be aware that the ownership of Series 2022 Bonds may result in other collateral federal tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry the Series 2022 Bonds, (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by the applicable statutory percentage of certain items, including the interest on the Series 2022 Bonds, (iii) the inclusion of the interest on the Series 2022 Bonds in the earnings of certain foreign corporations doing business in the United States for purposes of a branch profits tax, (iv) the

inclusion of the interest on the Series 2022 Bonds in the passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year and (v) the inclusion of interest on the Series 2022 Bonds in the determination of the taxability of certain Social Security and Railroad Retirement benefits to certain recipients of such benefits. The nature and extent of the other tax consequences described above will depend on the particular tax status and situation of each owner of the Series 2022 Bonds. Prospective purchasers of the Series 2022 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. Such opinion is further based on factual representations made to Bond Counsel as of the date of issuance of the Series 2022 Bonds. 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 are not binding on the IRS 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.

Original Issue Discount and Premium

Certain of the Series 2022 Bonds ("Discount Bonds") may be offered and sold to the public at an original issue discount ("OID"). OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Bond determined under Code Section 1273 or 1274 (i.e., for obligations issued for money in a public offering, the initial offering price to the public (other than to bond houses and brokers) at which a substantial amount of the obligation of the same maturity is sold pursuant to that offering). For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the period of ownership of a Discount Bond (i) is interest excludable from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Series 2022 Bonds, and (ii) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Bond.

Certain of the Series 2022 Bonds ("Premium Bonds") may be offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity (or earlier for certain Premium Bonds callable prior to maturity). That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Bond, based on the yield to maturity of that Premium Bond (or, in the case of a Premium Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Bond), compounded semiannually (or over a shorter permitted compounding interval selected by the owner). No portion of that bond premium is deductible by the owner of a Premium Bond. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity) or other disposition of a Premium Bond, the owner's tax basis in the Premium Bond is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by the owner for that Premium Bond.

Owners of Discount and Premium Bonds should consult their own tax advisers as to the determination for federal income tax purposes of the amount of OID or bond premium properly accruable in any period with respect to the Discount or Premium Bonds and as to other federal tax consequences,

and the treatment of OID and bond premium for purposes of state and local taxes on, or based on, income.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals suggested, debated, introduced or pending in Congress or in the State legislature that, if enacted into law, could alter or amend one (1) or more of the federal tax matters, or state tax matters, respectively, described above including, without limitation, the excludability from gross income of interest on the Series 2022 Bonds, adversely affect the market price or marketability of the Series 2022 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 affect the Series 2022 Bonds. Prospective purchasers of the Series 2022 Bonds should consult their tax advisors as to the impact of any proposed or pending legislation.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Series 2022 Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2022 Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Series 2022 Bonds, under certain circumstances, to “backup withholding” at the rates set forth in the Code, with respect to payments on the Series 2022 Bonds and proceeds from the sale of Series 2022 Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2022 Bonds. This withholding generally applies if the owner of Series 2022 Bonds (i) fails to furnish the payor such owner’s social security number or other taxpayer identification number (“TIN”), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other “reportable payments” as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner’s securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Series 2022 Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

AGREEMENT BY THE STATE

Under the Act, the State of Florida pledges to the holders of any bonds issued thereunder, including the Series 2022 Bonds, that it will not limit or alter the rights of the District to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects 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 that the Series 2022 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 of Florida, and constitute securities which 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 2022 Bonds may initially be sold by the District only to “accredited investors” within the meaning of Chapter 517, Florida Statutes and the rules promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfers in any secondary market for the Series 2022 Bonds. Investment in the Series 2022 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. See “BONDOWNERS’ RISKS” herein.

The Series 2022 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 2022 Bonds does not purchase at least \$100,000 of the Series 2022 Bonds at the time of initial delivery of the Series 2022 Bonds, such beneficial owner must execute and deliver to the District and the Underwriter on the date of delivery of the Series 2022 Bonds the investor letter in the form attached to the Fifth Supplemental 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 2022 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 2022 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2022 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.

LITIGATION

The District

There is no litigation 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 2022 Bonds, or in any way contesting or affecting (i) the validity of the Series 2022 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 2022 Bonds, (iii) the existence or powers of the District or (iv) the validity of the Assessment Proceedings.

The Developer

There is no litigation of any nature now pending or, to the knowledge of the Developer threatened, which could reasonably be expected to have a material and adverse effect upon the ability of the Developer to complete the Assessment Area Five Project or the development of Assessment Area Five, as described herein, materially and adversely affect the ability of the Developer to pay the Assessment Area Five Special Assessments imposed against the lands within Assessment Area Five within the District owned by the Developer or materially and adversely affect the ability of the Developer to perform their various obligations described in this Limited Offering Memorandum.

CONTINGENT FEES

The District has retained Bond Counsel, District Counsel, the District Manager, 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 2022 Bonds. Except for the payment of fees to the District Engineer, District Counsel the District Manager and the Methodology Consultant, the payment of fees of the other professionals is each contingent upon the issuance of the Series 2022 Bonds.

NO RATING

No application for a rating for the Series 2022 Bonds has been made to any rating agency, nor is there any reason to believe that an investment grade rating for the Series 2022 Bonds would have been obtained if application had been made.

EXPERTS

The Engineer's Report included in APPENDIX C to this Limited Offering Memorandum has been prepared by Poulos & Bennett, LLC, Orlando, Florida, the District Engineer. APPENDIX C should be read in its entirety for complete information with respect to the subjects discussed therein. Governmental Management Services – Central Florida, LLC, Orlando, Florida, as Methodology Consultant, has prepared the Assessment Methodology set forth as APPENDIX D hereto. APPENDIX D should be read in its entirety for complete information with respect to the subjects discussed therein. As a condition to closing on the Series 2022 Bonds, both the District Engineer and the Methodology Consultant will consent to the inclusion of their reports in this Limited Offering Memorandum.

FINANCIAL INFORMATION

This District will covenant in the Disclosure Agreement (as hereinafter defined), the proposed form of which is set forth in APPENDIX F hereto, to provide its annual audited financial statements to certain information repositories as described in APPENDIX F, commencing with the audit for the District fiscal year ending September 30, 2022. Attached hereto as APPENDIX E is a copy of the District's most recent audited financial statements for the fiscal year ended September 30, 2021. The Series 2022 Bonds are not general obligation bonds of the District and are payable solely from the Series 2022 Pledged Revenues.

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 and final budget and a link to the auditor general's website (and the district's audit) on a district website or the website of the municipal or county government. The District currently has a website in place and is presently in compliance with the statutory guidelines which became effective on October 1, 2015.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes, and the regulations promulgated thereunder requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served only as a conduit issuer such as industrial development or private activity bonds issued on behalf of private business). 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 and the Developer will enter into the Continuing Disclosure Agreement (the “Disclosure Agreement”), the proposed form of which is set forth in Appendix F, for the benefit of the Series 2022 Bondholders (including owners of beneficial interests in such Bonds), respectively, to provide certain financial information and operating data relating to the District and Assessment Area Five by certain dates prescribed in the Disclosure Agreement (the “Reports”) and to provide notice of the occurrence of certain listed events with the Municipal Securities Rulemaking Board (“MSRB”) through the MSRB’s Electronic Municipal Market Access system (“EMMA”). The specific nature of the information to be contained in the Reports and a description of the listed events are set forth in “Appendix F – Proposed Form of Continuing Disclosure Agreement.” Under certain circumstances, the failure of the District or the Developer 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 2022 Bondholders (including owners of beneficial interests in such Bonds), as applicable, to bring an action for specific performance.

The District has previously entered into continuing disclosure obligations in connection with Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the “Rule”), relating to the Prior Bonds. During the past five years, the District has been in material compliance with such continuing disclosure obligations. The Developer will represent in the Disclosure Agreement that to its knowledge it has provided on a timely basis all reporting information requested by the applicable dissemination agent with respect to prior continuing disclosure agreements entered into pursuant to the Rule. The Developer has been made aware of instances where the information required to be provided to the dissemination agents was not timely requested, not filed with the appropriate repository or, if filed, not filed on a timely basis. The Developer will represent that it has instituted internal processes to provide information to the dissemination agent on a timely basis and obtained assurances from the dissemination agent that it will in turn request the required reporting information timely and file such information timely with the appropriate repository. The District Manager will serve as the dissemination agent under the Disclosure Agreement. See “APPENDIX F – PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT.”

UNDERWRITING

FMSbonds, Inc. (the “Underwriter”) has agreed, pursuant to a contract with the District, subject to certain conditions, to purchase the Series 2022 Bonds from the District at a purchase price of \$_____ (representing the par amount of the Series 2022 Bonds, [plus/less net original issue premium/discount of \$_____ and] less an Underwriter’s discount of \$_____). The Underwriter’s obligations are subject to certain conditions precedent and, subject to satisfaction or waiver of such conditions, the Underwriter will be obligated to purchase all of the Series 2022 Bonds if any are issued.

The Underwriter intends to offer the Series 2022 Bonds to accredited investors at the offering prices set forth on the inside cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Series 2022 Bonds may be offered and sold to certain dealers, banks and others at prices lower than the initial offering prices, and such initial offering prices may be changed from time to time by the Underwriter.

VALIDATION

Fifty One Million Dollars (\$51,000,000) of bonds of the District, which include the Series 2022 Bonds, to be issued in one or more series and payable from and secured by special assessments were validated by final judgment of the Circuit Court of the Ninth Judicial Circuit of Florida in and for the County, rendered on July 21, 2015. The appeal period for this judgment expired, with no appeal having been filed.

LEGAL MATTERS

Certain legal matters related to the authorization, sale and delivery of the Series 2022 Bonds are subject to the approval of Greenberg Traurig, P.A., West Palm Beach, Florida, Bond Counsel. Certain legal matters will be passed upon for the District by its counsel, Latham, Luna, Eden & Beaudine, LLP, Orlando, Florida, for the Developer by its counsel, Greenberg Traurig, P.A., West Palm Beach, Florida, and for the Underwriter by its counsel, Squire Patton Boggs (US) LLP, Miami, Florida. Greenberg Traurig, P.A., is representing the Developer in connection with matters relating to the Series 2022 Bonds and also continues to represent the Developer and other Developer affiliates on certain other matters.

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 hereof. 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 2022 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 2022 Bonds and may not be reproduced or used, as a whole or in part, for any other 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 2022 Bonds.

AUTHORIZATION AND APPROVAL

The execution and delivery of this Limited Offering Memorandum has been duly authorized by the Board of the District.

**STOREY PARK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chairperson, Board of Supervisors

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APPENDIX A

**COPY OF MASTER INDENTURE AND
PROPOSED FORM OF FIFTH SUPPLEMENTAL INDENTURE**

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between

STOREY PARK COMMUNITY DEVELOPMENT DISTRICT

and

REGIONS BANK,

As Trustee

Dated as of August 1, 2015

relating to

STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS

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payment of the principal, redemption or purchase price of (as the case may be) and interest on Bonds of a Series issued hereunder or any reimbursement due to any Credit Facility Issuer for any drawing on its Credit Facility issued with respect to any such Bonds, as required under the terms of the corresponding Credit Facility Agreement, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

**ARTICLE I
DEFINITIONS**

In this Master Indenture and any indenture supplemental hereto (except as otherwise expressly provided or unless the context otherwise requires) terms defined in the recitals hereto shall have the same meaning throughout this Master Indenture and all Supplemental Indentures, and in addition, the following terms shall have the meanings specified below:

“Account” shall mean any account established pursuant to this Master Indenture and all Supplemental Indentures.

“Acquisition Agreement” shall mean one or more improvement acquisition agreements between the Issuer and the Developer, pursuant to which the Developer agrees to provide, design, construct and sell to the Issuer, and the Issuer agrees to purchase from the Developer, all or a portion of a Project.

“Act” shall mean the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended from time to time, and any successor statute thereto.

“Acquisition and Construction Fund” shall mean the Fund so designated, which is established pursuant to Section 5.01 hereof.

“Annual Budget” shall mean the Issuer’s budget of current operating and maintenance expenses for the Project for a Fiscal Year, as the same may be amended from time to time, adopted in accordance with the provisions hereof.

“Ancillary Agreements” shall mean the Acquisition Agreement, true-up agreements, completion agreements, collateral assignment of Developer rights, funding agreements and any other agreements of the Developer in favor of the Issuer and/or the Trustee for the benefit of the Bondholders relating to the Project and the payment of the Bonds.

“Arbitrage Certificate” shall mean the certificate of the Issuer delivered at the time of issuance of a Series of Bonds setting forth the expectations of the Issuer with respect to the use of the proceeds of such Series and also containing certain covenants of the Issuer in order to achieve compliance with the Code relating to the tax-status of the Bonds.

“Assessment Areas” shall mean distinct areas within the District Lands identified by the Developer that will be developed by the Developer in phases. The Issuer reserves the right to impose separate Special Assessments on each separate Assessment Area that may be created.

THIS MASTER TRUST INDENTURE, dated as of August 1, 2015 (the “Master Indenture”), by and between STOREY PARK COMMUNITY DEVELOPMENT DISTRICT (together with its permitted successors and assigns, the “Issuer”), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and REGIONS BANK, a banking corporation duly organized and existing under the laws of the State of Alabama and having a corporate trust office in Jacksonville, Florida, as trustee (said banking corporation and any bank or trust company becoming successor trustee under this Master Indenture and all Supplemental Indentures (as hereinafter defined) being hereinafter referred to as the “Trustee”);

WITNESSETH:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), created pursuant to Ordinance No. 2015-7, enacted by the City Council of the City of Orlando, Florida on March 9, 2015 and became effective on February 26, 2015 (the “Ordinance”) for the purpose, among other things, of financing and managing the acquisition and construction, maintenance, and operation of the major infrastructure within and without the boundaries of the premises to be governed by the Issuer; and

WHEREAS, the premises governed by the Issuer (as further described in Exhibit A hereto, the “District” or “District Lands”) currently consist of approximately 860.80 acres of land located entirely within the incorporated area of the City of Orlando, Florida (the “City”); and

WHEREAS, the Issuer has determined to undertake, in one or more stages, the acquisition and construction of certain public infrastructure pursuant to the Act for the special benefit of the District Lands (as further described in Exhibit B hereto, the “Project”); and

WHEREAS, the Issuer proposes to finance the cost of acquisition and construction of the Project by the issuance of one or more series of bonds pursuant to this Master Indenture;

NOW, THEREFORE, THIS MASTER INDENTURE WITNESSETH, that to provide for the issuance of Bonds (as hereinafter defined) under this Master Indenture, as supplemented from time to time by one or more Supplemental Indentures (as hereinafter defined), the security and payment of the principal, redemption or purchase price thereof (as the case may be) and interest thereon, any reimbursement due to a Credit Facility Issuer (hereinafter defined), if any, for any drawing on its Credit Facility (hereinafter defined), as required under the terms of the corresponding Credit Facility Agreement (hereinafter defined), the rights of the Owners of the Bonds of a Series (as hereinafter defined) and the performance and observance of all of the covenants contained herein and in said Bonds and in any Credit Facility Agreement for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Bonds of a Series by the Owners thereof, from time to time, the issuance by any Credit Facility Issuer of its Credit Facility, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer hereby assigns, transfers, sets over and pledges to the Trustee and grants a lien on all of the right, title and interest of the Issuer in and to the Pledged Revenues (hereinafter defined) as security for the

“Authorized Denomination” shall mean, unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, with respect to each Series of Bonds, a denomination of \$5,000 and integral multiples of \$5,000 in excess thereof.

“Authorized Newspaper” shall mean a newspaper printed in English and customarily published at least once a day at least five days a week and generally circulated in New York, New York, or such other cities as the Issuer from time to time may determine by written notice provided to the Trustee. When successive publications in an Authorized Newspaper are required, they may be made in the same or different Authorized Newspapers.

“Beneficial Owner” or “beneficial owner” shall mean the Person treated as the owner of Bonds for federal income tax purposes while the Bonds are registered in the name of Cede & Co., as the nominee of DTC. The Trustee is authorized to recognize the Beneficial Owners of a Series of Bonds for purposes of approvals, consents or other actions taken hereunder or under a Supplemental Indenture if beneficial ownership is proven to the satisfaction of the Trustee.

“Board” shall mean the Board of Supervisors of the Issuer.

“Bond Counsel” shall mean Counsel of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on obligations issued by states and their political subdivisions.

“Bond Redemption Fund” shall mean the Fund so designated which is established pursuant to Section 6.06 hereof.

“Bond Register” shall have the meaning specified in Section 2.04 of this Master Indenture.

“Bondholder,” “Holder of Bonds,” “Holder,” “Bondowner,” “Registered Owner” or “Owner” or any similar term shall mean any Person or Persons who shall be the registered owner of any Outstanding Bond or Bonds, as evidenced on the Bond Register of the Issuer kept by the Registrar.

“Bonds” shall mean the Storey Park Community Development District Special Assessment Bonds, issued in one or more Series pursuant to the provisions of this Master Indenture and bonds subsequently issued to refund all or a portion of such aforementioned Bonds. If the Issuer determines to issue bond anticipation notes to be secured in whole or in part by a lien on the net proceeds of Bonds to be issued under this Master Indenture, the term “Bonds” shall apply to such short-term notes but only to the extent the Supplemental Indenture relating to such bond anticipation notes so provides.

“Business Day” shall mean any day other than a Saturday or Sunday or legal holiday or a day on which the office of the Issuer, or corporate office of the Trustee, the Registrar or any Paying Agent is closed, or a day on which the New York Stock Exchange is closed.

“Certified Public Accountant” shall mean a Person, who shall be Independent, appointed by the Board, actively engaged in the business of public accounting and duly certified as a certified public accountant under the laws of the State.

“Certified Resolution” or “Certified Resolution of the Issuer” shall mean a copy of one or more resolutions certified by the Secretary or an Assistant Secretary of the Issuer, under its seal, to have been duly adopted by the Board and to be in full force and effect as of the date of such certification.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the applicable United States Treasury Department regulations promulgated thereunder.

“Completion Date” shall have the meaning given to such term in Section 5.01(c) of this Master Indenture.

“Consultant” shall mean a Person, who shall be Independent, appointed by the Board, qualified to pass upon questions relating to municipal entities and having a favorable reputation for skill and experience in the financial affairs of municipal entities.

“Consultant’s Certificate” shall mean a certificate or a report prepared in accordance with then applicable professional standards duly executed by a Consultant.

“Consulting Engineer” shall mean the Independent engineer or engineering firm or corporation at the time employed by the Issuer under the provisions of Section 9.21 of this Master Indenture to perform and carry out duties imposed on the Consulting Engineer by this Master Indenture and any Supplemental Indentures. The Independent engineer or engineering firm or corporation at the time serving as the engineer to the Issuer may serve as Consulting Engineer under this Master Indenture and any Supplemental Indentures.

“Continuing Disclosure Agreement” shall mean a Continuing Disclosure Agreement, by and among the Issuer, the dissemination agent named therein and the Developer, and any other obligated party under the Rule, in connection with the issuance of one or more Series of Bonds hereunder, pursuant to the requirements of the Rule.

“Cost” or “Costs,” in connection with the Project or any portion thereof, shall mean all expenses which are properly chargeable thereto under Generally Accepted Accounting Principles or which are incidental to the planning, financing, acquisition, construction, reconstruction, equipping and installation thereof, including, without limiting the generality of the foregoing:

- (a) expenses of determining the feasibility or practicability of acquisition, construction, or reconstruction of the Project;
- (b) cost of surveys, estimates, plans, and specifications;
- (c) cost of improvements;
- (d) engineering, architectural, fiscal, legal, accounting and other professional and advisory expenses and charges;
- (e) cost of all labor, materials, machinery, and equipment (including, without limitation, (i) amounts payable to contractors, builders and materialmen and costs incident to the award of contracts and (ii) the cost of labor, facilities and services furnished by the Issuer and its

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(v) costs of effecting compliance with any and all governmental permits relating to the Project;

(w) such other expenses as may be necessary or incidental to the acquisition, construction, or reconstruction of the Project or to the financing thereof; and

(x) any other “cost” or expense as provided by the Act.

In connection with the refunding or redeeming of any Bonds, “Cost” includes, without limiting the generality of the foregoing, the items listed in (d), (k), (l) and (m) above, and other expenses related to the redemption of the Bonds to be redeemed and the Redemption Price of such Bonds (and the accrued interest payable on redemption to the extent not otherwise provided for). Whenever Costs are required to be itemized, such itemization shall, to the extent practicable, correspond with the items listed above. Whenever Costs are to be paid hereunder, such payment may be made by way of reimbursement to the Issuer or any other Person who has paid the same in addition to direct payment of Costs.

“Counsel” shall mean an attorney-at-law or law firm (who may be counsel for the Issuer) with expertise in the related matter.

“County” shall mean Orange County, Florida.

“Credit Facility” shall mean any credit enhancement mechanism such as an irrevocable letter of credit, a surety bond, a policy of municipal bond insurance, a corporate or other guaranty, a purchase agreement, a credit agreement or deficiency agreement or other similar facility applicable to the Bonds, as established pursuant to a Supplemental Indenture, pursuant to which the entity providing such facility agrees to provide funds to make payment of the principal of and interest on the Bonds. Notwithstanding anything to the contrary contained in this Master Indenture, the Bonds may be issued without a Credit Facility; the decision to provide a Credit Facility in respect of any Bonds shall be within the absolute discretion of the Board.

“Credit Facility Agreement” shall mean any agreement pursuant to which a Credit Facility Issuer issues a Credit Facility.

“Credit Facility Issuer” shall mean the issuer or guarantor of any Credit Facility.

“Debt Service Fund” shall mean the Fund so designated which is established pursuant to Section 6.04 hereof.

“Debt Service Requirements,” with reference to a specified period, shall mean:

(a) interest payable on the Bonds during such period, subject to reduction for amounts held as capitalized interest in the Funds and Accounts established under this Master Indenture and any Supplemental Indentures; and

(b) amounts required to be paid into any mandatory sinking fund account with respect to the Bonds during such period; and

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employees, materials and supplies purchased by the Issuer and permits and licenses obtained by the Issuer);

(f) cost of all lands, properties, rights, easements, and franchises acquired;

(g) financing charges;

(h) creation of initial reserve and debt service funds;

(i) working capital;

(j) interest charges incurred or estimated to be incurred on money borrowed prior to and during construction and acquisition and for such reasonable period of time after completion of construction or acquisition as the Board may determine and as approved by Bond Counsel;

(k) the cost of issuance of Bonds, including, without limitation, advertisements and printing;

(l) the cost of any election held pursuant to the Act and all other expenses of issuance of bonds;

(m) the discount, if any, on the sale or exchange of Bonds;

(n) amounts required to repay temporary or bond anticipation loans made to finance any costs permitted under the Act;

(o) costs of prior improvements performed by the Issuer in anticipation of the Project;

(p) costs incurred to enforce remedies against contractors, subcontractors, any provider of labor, material, services, or any other Person, for a default or breach under the corresponding contract, or in connection with any other dispute;

(q) premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same;

(r) payments, contributions, dedications, and any other exactions required as a condition to receive any government approval or permit necessary to accomplish any District purpose;

(s) administrative expenses;

(t) taxes, assessments and similar governmental charges during construction or reconstruction of the Project;

(u) expenses of Project management and supervision;

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(c) amounts required to pay the principal of the Bonds maturing during such period and not to be redeemed prior to or at maturity through any sinking fund account.

For any Bonds that bear interest at a variable rate, the interest payable for a specified period shall be determined as if such Bonds bear interest at the maximum rate provided for in the applicable Supplemental Indenture and if no maximum rate is provided for in the Supplemental Indenture, the maximum rate shall be 10.00% per annum.

“Debt Service Reserve Fund” shall mean the Fund so designated which is established pursuant to Section 6.05 hereof.

“Debt Service Reserve Requirement” shall mean, for each Series of Bonds, unless a different requirement shall be specified in a Supplemental Indenture, an amount equal to the lesser of (i) the maximum annual Debt Service Requirements for the Outstanding Bonds of such Series, (ii) 125% of the average annual Debt Service Requirements for the Outstanding Bonds of such Series, and (iii) 10% of the original proceeds (within the meaning of the Code) of the Bonds of such Series.

“Defeasance Securities” shall mean, to the extent permitted by law, (a) cash, or (b) non-callable Government Obligations.

“Developer” shall mean Lennar Homes, LLC, a Florida limited liability company, and any affiliate or any entity which succeeds to all or any part of the interests and assumes any or all of the responsibilities of such entity, as the master developer of the District Lands.

“Developer Funding Agreement” shall mean, if applicable, one or more developer capital funding agreements between the Issuer and the Developer, pursuant to which the Developer agrees to advance moneys, from time to time, to the Issuer for deposit into the appropriate Account of the Acquisition and Construction Fund, so that there are sufficient moneys on deposit therein (taking into account proceeds from the applicable Series of Bonds) to complete the Project.

“District Lands” or “District” shall mean the premises governed by the Issuer, consisting of approximately 860.80 acres of land located entirely within the unincorporated area of the County, as more fully described in Exhibit A hereto.

“District Manager” shall mean the then District Manager or acting District Manager of the Issuer.

“Event of Default” shall mean any of the events described in Section 10.02 hereof.

“Fiscal Year” shall mean the period of twelve (12) months beginning October 1 of each calendar year and ending on September 30 of the following calendar year, and also shall mean the period from actual execution hereof to and including the next succeeding September 30; or such other consecutive twelve-month period as may hereafter be established pursuant to a Certified Resolution as the fiscal year of the Issuer for budgeting and accounting purposes as authorized by law.

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"Fitch" shall mean Fitch Ratings, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer and acceptable to the Trustee.

"Fund" shall mean any fund established pursuant to this Master Indenture.

"Generally Accepted Accounting Principles" shall mean those accounting principles applicable in the preparation of financial statements of municipalities.

"Government Obligations" shall mean direct obligations of, or obligations the timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Indenture" shall mean, with respect to any Series of Bonds, this Master Indenture as supplemented by the Supplemental Indenture pursuant to which such Series of Bonds is issued.

"Independent" shall mean a Person who is not a member of the Issuer's Board, an officer or employee of the Issuer or Developer, or which is not a partnership, corporation or association having a partner, director, officer, member or substantial stockholder who is a member of the Issuer's Board, or an officer or employee of the Issuer; provided, however, that the fact that such Person is retained regularly by or regularly transacts business with the Issuer or Developer shall not make such Person an employee within the meaning of this definition.

"Interest Account" shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 6.04 hereof.

"Interest Payment Date" shall mean, unless otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, each May 1 and November 1 commencing on the date specified in the Certified Resolution of the Issuer or in the Supplemental Indenture pursuant to which a Series of Bonds is issued.

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

(i) Government Obligations;

(ii) obligations of any of the following agencies: Government National Mortgage Association (including participation certificates issued by such association); Fannie Mae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Banks; Tennessee Valley Authority; Farmers Home Administration; Student Loan Marketing Association; Federal Home Loan Mortgage Corporation, or other similar governmental sponsored entities;

(iii) deposits, Federal funds or bankers' acceptances (with term to maturity of 270 days or less) of any bank which, at the time of deposit, has an unsecured,

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1) Failure to maintain the requisite collateral percentage will require the Issuer or the Trustee to liquidate the collateral as provided above;

2) The Holder of the Collateral, as hereinafter defined, shall have possession of the collateral or the collateral shall have been transferred to the Holder of the Collateral, in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);

3) The repurchase agreement shall state and an opinion of Counsel in form and in substance satisfactory to the Trustee shall be rendered that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

4) The repurchase agreement shall be a "repurchase agreement" as defined in the United States Bankruptcy Code and, if the provider is a domestic bank, a "qualified financial contract" as defined in the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA") and such bank is subject to FIRREA;

5) The repurchase transaction shall be in the form of a written agreement, and such agreement shall require the provider to give written notice to the Trustee of any change in its long-term debt rating;

6) The Issuer or its designee shall represent that it has no knowledge of any fraud involved in the repurchase transaction;

7) The Issuer and the Trustee shall receive the opinion of Counsel (which opinion shall be addressed to the Issuer and the Trustee and shall be in form and substance satisfactory to the Trustee) that such repurchase agreement complies with the terms of this section and is legal, valid, binding and enforceable upon the provider in accordance with its terms;

8) The term of the repurchase agreement shall be no longer than ten years;

9) The interest with respect to the repurchase transaction shall be payable at the times and in the amounts necessary in order to make funds available when required under an applicable Supplemental Indenture;

10) The repurchase agreement shall provide that the Trustee may withdraw funds without penalty at any time, or from time to time, for any purpose permitted or required under this Master Indenture;

11) Any repurchase agreement shall provide that a perfected security interest in such investments is created for the benefit of the Beneficial Owners under the Uniform Commercial Code of Florida, or book-entry procedures prescribed at 31 C.F.R. 306.1 et seq. or 31 C.F.R. 350.0 et seq. are created for the benefit of the Beneficial Owners; and

uninsured and unguaranteed obligation rated in one of the top two rating categories by both Moody's and S&P;

(iv) commercial paper rated in the top two rating category by both Moody's and S&P at the time of purchase;

(v) municipal securities issued by any state or commonwealth of the United States or political subdivision thereof or constituted authority thereof including, but not limited to, municipal corporations, school districts and other special districts, the interest on which is exempt from federal income taxation under Section 103 of the Code and rated A- or higher by Moody's, Fitch or S&P at the time of purchase;

(vi) both (A) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or a regulated investment company (as defined in Section 851(a) of the Code) that is a money market fund that is rated in the highest rating category for such funds by both Moody's and S&P, and (B) shares of money market mutual funds that invest only in Government Obligations and obligations of any of the following agencies: Government National Mortgage Association (including participation certificates issued by such association); Fannie Mae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Banks; Tennessee Valley Authority; Farmers Home Administration; Student Loan Marketing Association; Federal Home Loan Mortgage Corporation and repurchase agreements secured by such obligations, which funds are rated in the highest categories for such funds by both Moody's and S&P at the time of purchase;

(vii) repurchase agreements, which will be collateralized at the onset of the repurchase agreement of at least 103% marked to market weekly by the repurchase agreement provider with collateral with a domestic or foreign bank or corporation (other than life or property casualty insurance company) the long-term debt of which, or, in the case of a financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "AA" by S&P and "Aa" by Moody's provided that the repurchase agreement shall provide that if during its term the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3," respectively, the provider shall immediately notify the Trustee and the provider shall at its option, within ten days of receipt of publication of such downgrade, either (A) maintain collateral at levels, sufficient to maintain an "AA" rated investment from S&P and an "Aa" rated investment from Moody's, or (B) repurchase all collateral and terminate the repurchase agreement. Further, if the provider's rating by either S&P or Moody's falls below "A-" or "Aa3," respectively, the provider must immediately notify the Issuer and the Trustee, and the provider shall, at its option, within ten (10) calendar days, either (1) maintain collateral at levels sufficient to maintain an "AA" rated investment from S&P and an "Aa" rated investment from Moody's, or (2) repurchase all collateral and terminate the repurchase agreement without penalty. In the event the repurchase agreement provider has not satisfied the above conditions within ten (10) days of the date such conditions apply, then the repurchase agreement shall provide that the Trustee shall be entitled to, and in such event, the Trustee, provided it has been provided with notice of such downgrade, shall withdraw the entire amount invested plus accrued interest within two (2) Business Days of such ten (10) day period. Any repurchase agreement entered into pursuant to this Master Indenture shall contain the following additional provisions:

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12) The collateral delivered or transferred to the Issuer, the Trustee, or a third-party acceptable to, and acting solely as agent for, the Trustee (the "Holder of the Collateral") shall be delivered and transferred in compliance with applicable state and federal laws (other than by means of entries on provider's books) free and clear of any third-party liens or claims pursuant to a custodial agreement subject to the prior written approval of the majority of the Holders and the Trustee. The custodial agreement shall provide that the Trustee must have disposition or control over the collateral of the repurchase agreement, irrespective of an event of default by the provider of such repurchase agreement.

If such investments are held by a third-party, they shall be held as agent for the benefit of the Trustee as fiduciary for the Beneficial Owners and not as agent for the bank serving as Trustee in its commercial capacity or any other party and shall be segregated from securities owned generally by such third party or bank;

(viii) investment agreements with a bank, insurance company or other financial institution, or the subsidiary of a bank, insurance company or other financial institution if the parent guarantees the investment agreement, which bank, insurance company, financial institution or parent has an unsecured, uninsured and unguaranteed obligation (or claims-paying ability) rated in the highest short-term rating category by Moody's or S&P (if the term of such agreement does not exceed 365 days), or has an unsecured, uninsured and unguaranteed obligation (or claims paying ability) rated by Aa2 or better by Moody's and AA or better by S&P or Fitch, respectively (if the term of such agreement is more than 365 days) or is the lead bank of a parent bank holding company with an unsecured, unsecured and unguaranteed obligation of the aforesaid ratings, provided:

1) interest is paid on any date interest is due on the Bonds (not more frequently than quarterly) at a fixed rate (subject to adjustments for yield restrictions required by the Code) during the entire term of the agreement;

2) moneys invested thereunder may be withdrawn without penalty, premium, or charge upon not more than two days' notice unless otherwise specified in a Supplemental Indenture;

3) the same guaranteed interest rate will be paid on any future deposits made to restore the account to its required amount; and

4) the Trustee receives an opinion of Counsel that such agreement is an enforceable obligation of such insurance company, bank, financial institution or parent;

5) in the event of a suspension, withdrawal, or downgrade below Aa3, AA- or AA- by Moody's, S&P or Fitch, respectively, the provider shall notify the Trustee within five (5) days of such downgrade event and the provider shall at its option, within ten (10) business days after notice is given to the Trustee take any one of the following actions:

6) collateralize the agreement at levels, sufficient to maintain an "AA" rated investment from S&P or Fitch and an "Aa2" from Moody's with a mark to market approach, or

7) assign the agreement to another provider, as long as the minimum rating criteria of "AA" rated investment from S&P or Fitch and an "Aa2" from Moody's with a mark to market approach; or

8) have the agreement guaranteed by a provider which results in a minimum rating criteria of an "AA" rated investment from S&P or Fitch and an "Aa2" from Moody's with a mark to market approach; or

9) repay all amounts due and owing under the agreement.

10) In the event the provider has not satisfied any one of the above conditions within three (3) days of the date such conditions apply, then the agreement shall provide that the Trustee shall be entitled to withdraw the entire amount invested plus accrued interest without penalty or premium.

(ix) bonds, notes and other debt obligations of any corporation organized under the laws of the United States, any state or organized territory of the United States or the District of Columbia, if such obligations are, at the time of purchase, rated A- or better by at least two (2) of the following rating agencies: Moody's, S&P or Fitch or AA- or better by either S&P or Fitch or Aa- or better by Moody's;

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

(xi) negotiable or non-negotiable certificates of deposit, savings accounts, deposit accounts, money market deposits or banking arrangements issued by or with any financial institution subject to state or federal regulation provided that the full principal amount is insured by the Federal Deposit Insurance Corporation ("FDIC") (including the FDIC's Savings Association Insurance Fund), including the Trustee or its affiliates, which have a rating on their short-term certificates of deposit on the date of purchase in one of the three highest short-term Rating Categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) assigned by any Rating Agency and which mature not more than 360 days after the date of purchase; and

(xii) other investments permitted by Florida law and directed by the Issuer.

Under all circumstances, the Trustee shall be entitled to request and to receive from the Issuer and conclusively rely upon as accurate an Officer's Certificate setting forth that any investment directed by the Issuer is permitted under the Indenture.

"Issuer" shall mean the Storey Park Community Development District.

"Major Non-Recurring Expense" shall mean the cost of major replacement or reconstruction of the Project, or any part thereof, the cost of major repairs, renewals or replacements, the provision of a reserve for the payment of insurance premiums not due on an

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"Paying Agent" shall mean initially, Regions Bank and thereafter any successor thereto appointed in accordance with Section 11.20 of this Master Indenture.

"Person" shall mean any individual, corporation, partnership, association, joint-stock company, trust, unincorporated organization, governmental body, political subdivision, municipality, municipal authority or any other group or organization of individuals.

"Pledged Revenues" shall mean, unless otherwise provided by Supplemental Indenture with respect to a Series of Bonds, with respect to each Series of Bonds Outstanding, (a) all revenues received by the Issuer from Special Assessments levied and collected on all or a portion of the District Lands with respect to the Project or portion thereof financed by such Series of Bonds, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Special Assessments or from the issuance and sale of tax certificates with respect to such Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture allocated to such Series of Bonds; provided, however, that Pledged Revenues shall not include (i) any moneys transferred to the Rebate Fund, or investment earnings thereon and (ii) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (i) and (ii) of this provision).

"Prepayment" shall mean the payment by any owner of Property of the amount of Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date. A landowner may make a Prepayment in kind pursuant to the provisions of Section 9.08 hereof.

"Principal Account" shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 6.04 hereof.

"Project" shall mean with respect to any Series of Bonds, the design, acquisition, construction equipping and/or improvement of certain public infrastructure consisting of sanitary sewer systems; water distribution systems; stormwater management facilities; recreational facilities; roadway improvements including street lighting; undergrounding differential irrigation; landscaping including entrance features; acquisition of certain interests in lands; and related incidental costs, all as more specifically described in the Supplemental Indenture relating to such Series of Bonds; provided that the Project shall specially benefit all of the District Lands on which Special Assessments to secure such Series of Bonds have been levied.

"Project Documents" shall mean all permits, drawings, plans and specifications, contracts and other instruments and rights relating to a Project and the development assigned by the Developer to the Issuer pursuant to a collateral assignment.

"Property Appraiser" shall mean the property appraiser of the County.

"Property Appraiser and Tax Collector Agreement" shall mean the Property Appraiser and Tax Collector Agreement described in Section 9.04 hereof.

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annual or more frequent basis, and the cost of studies, surveys, estimates and investigations in connection with any of the foregoing.

"Majority Holder" or "majority of owners" or "majority of holders" or similar term shall mean the beneficial owners of more than fifty percent (50%) of the applicable Series of Bonds.

"Master Indenture" shall mean, this Master Trust Indenture dated as of August 1, 2015 by and between the Issuer and the Trustee, as amended and or supplemented in accordance with the provisions of Article XIII hereof.

"Moody's" shall mean Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer and acceptable to the Trustee.

"Officers' Certificate" or "Officer's Certificate" shall mean a certificate, duly executed by a Responsible Officer and delivered to the Trustee.

"Outstanding," in connection with a Series of Bonds, shall mean, as of the time in question, all Bonds of such Series authenticated and delivered under the Indenture, except:

(d) all Bonds theretofore cancelled or required to be cancelled under Section 2.07 hereof;

(e) Bonds for the payment, redemption or purchase of which moneys and/or Defeasance Securities, the principal of and interest on which, when due, will provide sufficient moneys to fully pay such Bonds in accordance with Article XIV hereof, shall have been or shall concurrently be deposited with the Trustee; provided that, if such Bonds are being redeemed, the required notice of redemption shall have been given or provision shall have been made therefor, and that if such Bonds are being purchased, there shall be a firm commitment for the purchase and sale thereof; and

(f) Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to Article II hereof.

In determining whether the Holders of a requisite aggregate principal amount of Bonds Outstanding of a Series have concurred in any request, demand, authorization, direction, notice, consent or waiver under the provisions of the Indenture, Bonds of such Series which are known by the Trustee to be held by or on behalf of the Issuer shall be disregarded for the purpose of any such determination, unless all of the Bonds of such Series are held by or on behalf of the Issuer; provided, however, this provision does not affect the right of the Trustee to deal in Bonds as set forth in Section 11.09 hereof.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

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"Rebate Fund" shall mean the Fund so designated, which is established pursuant to Section 6.11 of this Master Indenture.

"Record Date" shall mean, as the case may be, the applicable Regular or Special Record Date.

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

"Registrar" shall mean initially Regions Bank, which entity shall have the responsibilities set forth in Section 2.04 of this Master Indenture, and thereafter any successor thereto appointed in accordance with Section 11.20 of this Master Indenture.

"Regular Record Date" shall mean the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

"Regulatory Body" shall mean and include (a) the United States of America and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established by the United States of America, (b) the State, any political subdivision thereof and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established by the State, (c) the County and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established by the County, and (d) any other public body, whether federal, state or local or otherwise having regulatory jurisdiction and authority over the Issuer.

"Responsible Officer" shall mean any member of the Board or any other officer of the Issuer, including the Secretary or other person designated by Certified Resolution of the Issuer, a copy of which shall be on file with the Trustee, to act for any of the foregoing, either generally or with respect to the execution of any particular document or other specific matter.

"Revenue Fund" shall mean the Fund so designated which is established pursuant to Section 6.03 hereof.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"S&P" shall mean Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer and acceptable to the Trustee.

"Series" shall mean all of the Bonds authenticated and delivered at one time on original issuance and pursuant to any Certified Resolution of the Issuer authorizing such Bonds as a separate Series of Bonds, or any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article II hereof and the applicable Supplemental Indenture, regardless of variations in maturity, interest rate or other provisions; provided,

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however, two or more Series of Bonds may be issued simultaneously under the same Supplemental Indenture if designated as separate Series of Bonds by the Issuer upon original issuance. Two or more Series or sub-Series of Bonds may be issued simultaneously under separate Supplemental Indentures, but under this Master Indenture. As may be provided by subsequent proceedings of the Issuer, one or more Series of Bonds or sub-Series Bonds, whether issued at the same time or not, may be separately secured by Special Assessments imposed pursuant to separate assessment proceedings. Such Bonds or sub-Series of Bonds which are secured by separate Special Assessments will not be issued as parity bonds even if issued at the same time.

“Sinking Fund Account” shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 6.04 hereof.

“Special Assessments” shall mean (a) the net proceeds derived from the levy and collection of “special assessments,” as provided for in Sections 190.011(14) and 190.022 of the Act against District Lands that are subject to assessment as a result of a particular Project or any portion thereof or against one or more identifiable Assessment Areas, and (b) the net proceeds derived from the levy and collection of “benefit special assessments,” as provided for in Section 190.021(2) of the Act, against the lands within the District that are subject to assessment as a result of a particular Project or any portion thereof, and in the case of both “special assessments” and “benefit special assessments,” including the interest and penalties on such assessments, pursuant to all applicable provisions of the Act and Chapter 170, Florida Statutes, and Chapter 197, Florida Statutes (and any successor statutes thereto), including, without limitation, any amount received from any foreclosure proceeding for the enforcement of collection of such assessments or from the issuance and sale of tax certificates with respect to such assessments, less (to the extent applicable) the fees and costs of collection thereof payable to the Tax Collector and less certain administrative costs payable to the Property Appraiser pursuant to the Property Appraiser and Tax Collector Agreement. “Special Assessments” shall not include “special assessments” levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or “maintenance special assessments” levied and collected by the Issuer under Section 190.021(3) of the Act.

“Special Record Date” shall mean such date as shall be fixed for the payment of defaulted interest on the Bonds in accordance with Section 2.01 hereof.

“State” shall mean the State of Florida.

“Supplemental Indenture” and “indenture supplemental hereto” shall mean any indenture amending or supplementing this Master Indenture which may be entered into in accordance with the provisions of this Master Indenture.

“Tax Collector” shall mean the tax collector of the County.

The words “hereof,” “herein,” “hereto,” “hereby,” and “hereunder” (except in the form of Bond), refer to the entire Master Indenture.

Every “request,” “requisition,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” or similar action hereunder by the Issuer shall, unless the form or

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ARTICLE II THE BONDS

SECTION 2.01. Amounts and Terms of Bonds; Details of Bonds. The Issuer is hereby authorized to issue in one or more Series pursuant to the terms and conditions of this Master Indenture, its obligations to be known as “Storey Park Community Development District Special Assessment Bonds, Series [to be designated]” (the “Bonds”). The total principal amount of Bonds that may be issued and Outstanding under this Master Indenture shall not be limited, but shall be subject to any conditions set forth in a Supplemental Indenture and Florida law. The Bonds shall be issued in Authorized Denominations and within each Series shall be numbered consecutively from R-1 and upwards in each Series and in substantially the form attached hereto as Exhibit C, with such appropriate variations, omissions and insertions as are permitted or required by this Master Indenture or as otherwise provided in a Supplemental Indenture. All Bonds shall be issued only upon satisfaction of the conditions set forth in Article III hereof; and the Trustee shall, at the Issuer’s request, authenticate such Bonds and deliver them as specified in such request. If the Issuer should change its name, no amendment shall be required to be made to this Master Indenture, any Supplemental Indenture or Bonds issued thereunder.

Each Bond shall be dated, shall have such Interest Payment Dates, shall bear interest from such date or dates and at such rate or rates until the maturity thereof, payable on such Interest Payment Dates, and shall be stated to mature (subject to the right of prior redemption), all as provided in, or pursuant to, a Supplemental Indenture.

Both the principal of and the interest on the Bonds shall be payable in any coin or currency of the United States of America which is legal tender on the respective dates of payment thereof for the payment of public and private debts. Unless otherwise provided in Section 2.11 hereof or in a Supplemental Indenture, the principal of all Bonds shall be payable at the designated corporate trust office of the Paying Agent upon the presentation and surrender of such Bonds as the same shall become due and payable.

Except to the extent otherwise provided in Section 2.11 hereof or in a Supplemental Indenture, interest on any Bond is payable on any Interest Payment Date by check or draft mailed on the Interest Payment Date to the person in whose name that Bond is registered at the close of business on the Regular Record Date for such Interest Payment Date, at his address as it appears on the Bond Register. The Bonds shall bear interest from the Interest Payment Date next preceding the date on which they are authenticated unless authenticated on an Interest Payment Date in which event they shall bear interest from such Interest Payment Date, or unless authenticated before the first Interest Payment Date in which event they shall bear interest from their date; provided, however, that if a Bond is authenticated between a Record Date and the next succeeding Interest Payment Date, such Bond shall bear interest from such succeeding Interest Payment Date; provided further, however, that if at the time of authentication of any Bond interest thereon is in default, such Bond shall bear interest from the date to which interest has been paid. Any interest on any Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called “Defaulted Interest”) shall be paid to the Owner in whose name the Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of

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execution thereof is otherwise specifically provided, be in writing signed by the Responsible Officer of the Issuer.

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

[END OF ARTICLE I]

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such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register. The foregoing notwithstanding, but subject to the procedures set forth in Section 2.11 hereof, any Owner of Bonds of a Series in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Trustee and Paying Agent, upon requesting the same in a writing received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Trustee and Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Record Date. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, interest on the Bonds will be computed on the basis of a 360-day year of twelve 30-day months. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, interest on overdue principal and to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by such Bonds on the day before the default occurred.

The Trustee is hereby constituted and appointed as Paying Agent for the Bonds and shall also be authorized to authenticate the Bonds.

SECTION 2.02. Execution. The Bonds shall be executed by the manual or facsimile signature of the Chairperson or Vice Chairperson of the Issuer, and the corporate seal of the Issuer shall appear thereon (which may be in facsimile) and shall be attested by the manual or facsimile signature of its Secretary or Assistant Secretary. Bonds executed as above provided may be issued and shall, upon request of the Issuer, be authenticated by the Trustee, notwithstanding that one or both of the officers of the Issuer whose signatures appear on such Bonds shall have ceased to hold office at the time of issuance or authentication or shall not have held office at the date of the Bonds.

SECTION 2.03. Authentication. No Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, and such authentication shall be proof that the Bondholder is entitled to the benefit of the trust hereby created.

SECTION 2.04. Registration and Registrar. The Trustee is hereby constituted and appointed as the Registrar for the Bonds. The Registrar shall act as registrar and transfer agent for the Bonds. The Issuer shall cause to be kept at an office of the Registrar a register (herein sometimes referred to as the “Bond Register” or “Register”) in which, subject to the provisions set forth in Section 2.08 below and such other regulations as the Issuer and Registrar may prescribe, the Issuer shall provide for the registration of the Bonds and for the registration of transfers and exchanges of such Bonds. The Trustee shall notify the Issuer in writing of the specific office location (which may be changed from time to time, upon similar notification) at which the Bond Register is kept. The Bond Registrar shall initially be kept at the Trustee’s corporate trust office in Jacksonville, Florida.

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SECTION 2.05. Mutilated, Destroyed, Lost or Stolen Bonds. If any Bond shall become mutilated, the Issuer shall execute and the Trustee shall thereupon authenticate and deliver a new Bond of like Series, tenor and denomination in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of such mutilated Bond for cancellation, and the Issuer and the Trustee may require reasonable indemnity therefor. If any Bond shall be reported lost, stolen or destroyed, evidence as to the ownership and the loss, theft or destruction thereof shall be submitted to the Issuer and the Trustee; and if such evidence shall be satisfactory to both and indemnity satisfactory to both shall be given, the Issuer shall execute, and thereupon the Trustee shall authenticate and deliver a new Bond of like Series, tenor and denomination. The cost of providing any substitute Bond under the provisions of this Section shall be borne by the Bondholder for whose benefit such substitute Bond is provided. If any such mutilated, lost, stolen or destroyed Bond shall have matured or be about to mature, the Issuer may, with the consent of the Trustee, pay to the Owner the principal amount of and accrued interest on such Bond upon the maturity thereof and compliance with the aforesaid conditions by such Owner, without the issuance of a substitute Bond therefor.

Every substituted Bond issued pursuant to this Section 2.05 shall constitute an additional contractual obligation of the Issuer, whether or not the Bond alleged to have been destroyed, lost or stolen shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Master Indenture and applicable Supplemental Indenture equally and proportionately with any and all other Bonds of such same Series duly issued hereunder and under such Supplemental Indenture.

All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude any and all other rights or remedies with respect to the replacement or payment of negotiable instruments, investments or other securities without their surrender.

SECTION 2.06. Temporary Bonds. Pending preparation of definitive Bonds, or by agreement with the original purchasers of all Bonds, the Issuer may issue and, upon its request, the Trustee shall authenticate in lieu of definitive Bonds one or more temporary printed or typewritten Bonds of substantially the tenor recited above. Upon request of the Issuer, the Trustee shall authenticate definitive Bonds in exchange for and upon surrender of an equal principal amount of temporary Bonds. Until so exchanged, temporary Bonds shall have the same rights, remedies and security hereunder as definitive Bonds. So long as Cede & Co., or any other nominee of DTC is the registered Owner of the Bonds, the definitive Bonds shall be in typewritten form.

SECTION 2.07. Cancellation and Destruction of Surrendered Bonds. All Bonds surrendered for payment or redemption and all Bonds surrendered for exchange shall, at the time of such payment, redemption or exchange, be promptly transferred by the Registrar or the Paying Agent to, and cancelled and destroyed by, the Trustee in accordance with its retention policy then in effect.

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to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable upon any such Bond.

SECTION 2.10. Limitation on Incurrence of Certain Indebtedness. The Issuer will not issue Bonds of any Series, except upon the conditions and in the manner provided or as otherwise permitted in the Indenture, provided that the Issuer may enter into agreements with issuers of Credit Facilities which involve liens on Pledged Revenues on a parity with that of the Bonds or portion thereof which is supported by such Credit Facilities.

SECTION 2.11. Qualification for The Depository Trust Company. To the extent provided in a Supplemental Indenture or authorized and directed by a Resolution of the Issuer authorizing the issuance of a Series of Bonds, the Trustee shall be authorized to enter into agreements with The Depository Trust Company, New York, New York ("DTC") and other depository trust companies, including, but not limited to, agreements necessary for wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC, and other depository trust companies in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC and other depository trust companies (or any of their designees identified to the Trustee) by overnight delivery, courier service, telegram, teletype or other similar means of communication.

So long as there shall be maintained a book-entry-only system with respect to a Series of Bonds, the following provisions shall apply:

Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, each Series of Bonds shall initially be registered in the name of Cede & Co. as nominee for DTC, which will act initially as securities depository for the Bonds and so long as the Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes hereof. On original issue, such Bonds shall be deposited with DTC, which shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants ("DTC Participants") and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly ("Indirect Participants"). The DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Bonds ("Beneficial Owners").

Principal and interest on the Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC without the need for presentment of such Bonds. Disbursal of such amounts to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

The Bonds registered in the name of Cede & Co. shall initially be issued in the form of one fully registered Bond for each maturity of each Series registered in the name of Cede & Co. and shall be held in such form until maturity. Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Bonds, through DTC Participants and Indirect Participants.

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SECTION 2.08. Registration, Transfer and Exchange. As provided in Section 2.04 hereof, the Issuer shall cause a Bond Register in respect of the Bonds to be kept at the designated office of the Registrar.

Upon surrender for registration of transfer of any Bond at the designated office of the Registrar, and upon compliance with the conditions for the transfer of Bonds set forth in this Section 2.08, the Issuer shall execute and the Trustee (or Registrar as described in Section 2.03 and Section 2.04 hereof) shall authenticate and deliver, in the name of the designated transferees, one or more new Bonds of a like aggregate principal amount and of the same Series and maturity.

At the option of the Bondholder, Bonds may be exchanged for other Bonds of a like aggregate principal amount and of the same Series and maturity, upon surrender of the Bonds to be exchanged at any such office of the Registrar. Whenever any Bonds are so surrendered for exchange, the Issuer shall execute and the Trustee (or Registrar as described in Section 2.03 and Section 2.04 hereof) shall authenticate and deliver the Bonds which the Bondholder making the exchange is entitled to receive.

All Bonds issued upon any transfer or exchange of Bonds shall be valid obligations of the Issuer, evidencing the same debt and entitled to the same benefits under this Master Indenture and applicable Supplemental Indenture as the Bonds of such Series surrendered upon such transfer or exchange.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing.

Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Neither the Issuer nor the Registrar on behalf of the Issuer shall be required (i) to issue, transfer or exchange any Bond during a period beginning at the opening of business fifteen (15) days before the day of mailing of a notice of redemption of Bonds selected for redemption and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Bond so selected for redemption in whole or in part.

SECTION 2.09. Persons Deemed Owners. The Issuer, the Trustee, any Paying Agent, or the Registrar shall deem and treat the person in whose name any Bond is registered as the absolute Owner thereof (whether or not such Bond shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the Issuer, the Trustee, any Paying Agent or the Registrar) for the purpose of receiving payment of or on account of the principal or Redemption Price of and interest on such Bond, and for all other purposes, and the Issuer, the Trustee, any Paying Agent, and the Registrar shall not be affected by any notice to the contrary. All such payments so made to any such Owner, or upon his order, shall be valid and,

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DURING THE PERIOD FOR WHICH CEDE & CO. IS REGISTERED OWNER OF THE BONDS, ANY NOTICES TO BE PROVIDED TO ANY REGISTERED OWNER WILL BE PROVIDED TO CEDE & CO. DTC SHALL BE RESPONSIBLE FOR NOTICES TO DTC PARTICIPANTS AND DTC PARTICIPANTS SHALL BE RESPONSIBLE FOR NOTICES TO INDIRECT PARTICIPANTS, AND DTC PARTICIPANTS AND INDIRECT PARTICIPANTS SHALL BE RESPONSIBLE FOR NOTICES TO BENEFICIAL OWNERS.

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

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

[END OF ARTICLE II]

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**ARTICLE III
ISSUE OF BONDS**

SECTION 3.01. Issue of Bonds. Subject to the provisions of Section 2.01 hereof, the Issuer may issue one or more Series of Bonds hereunder and under Supplemental Indentures from time to time for the purpose of financing the Cost of acquisition or construction of a Project or to refund all or a portion of a Series of Bonds (and to pay the costs of the issuance of such Bonds and to pay the amounts required to be deposited with respect to such Bonds in the Funds and Accounts established under the Indenture). In connection with the issuance of a Series of Bonds the Trustee shall, at the request of the Issuer, authenticate the Bonds and deliver or cause them to be authenticated and delivered, as specified in the request, but only upon receipt of:

(1) a Certified Resolution of the Issuer (a) approving a Supplemental Indenture under which the Series of Bonds are to be issued; (b) providing the terms of the Bonds and directing the payments to be made into the Funds and Accounts in respect thereof as provided in Article V and VI hereof; (c) authorizing the execution and delivery of the Series of Bonds to be issued; and (d) if the purpose is to effectuate a refunding, authorizing the redemption, if any, of the Bonds to be refunded and the defeasance thereof, and the execution and delivery of an escrow agreement, if applicable, and other matters contained in Article XIV hereof;

(2) a written opinion or opinions of Counsel to the Issuer, which shall also be addressed to the Trustee, to the effect that: (a) all conditions prescribed herein as precedent to the issuance of the Bonds have been fulfilled; (b) the Bonds have been validly authorized and executed by the Issuer and when authenticated and delivered pursuant to the request of the Issuer will be valid obligations of the Issuer entitled to the benefit of the trust created hereby and will be enforceable in accordance with their terms except as enforcement thereof may be affected by bankruptcy, reorganization, insolvency, moratorium and other similar laws relating to creditors' rights generally and subject to equitable principles, whether in a proceeding at law or in equity; (c) any consents of any Regulatory Bodies required in connection with the issuance of the Bonds or in connection with the acquisition of the improvements included in the Project have been obtained or based on certifications of the Consulting Engineer can be reasonably expected to be obtained on or prior to the date such consents are required for the Project; (d) if the acquisition of any real property or interest therein is included in the purpose of such issue, (i) the Issuer has or can acquire good and marketable title thereto free from all liens and encumbrances except such as will not materially interfere with the proposed use thereof or (ii) the Issuer has or can acquire a valid, subsisting and enforceable leasehold, easement, right-of-way or other interest in real property sufficient to effectuate the purpose of the issue (which opinion may be stated in reliance on the opinion of other Counsel satisfactory to the signer or on a title insurance policy issued by a reputable title company); (e) the Issuer has good right and lawful authority under the Act to undertake the Project; (f) that the Special Assessment proceedings have been taken in accordance with Florida law and that the Issuer has taken all action necessary to levy and impose the Special Assessments; (g) that the Special Assessments are legal, valid, and binding liens upon the property against which the Special Assessments are made, coequal with the lien of all state, county, district and municipal ad valorem taxes and superior in priority to all

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Liens in an amount sufficient to pay the Debt Service Requirement on the Bonds to be issued;

(8) an executed opinion of Bond Counsel, which shall be addressed to the Issuer and the Trustee;

(9) a written direction of the Issuer to the Trustee to authenticate and deliver such Bonds;

(10) a copy of a Final Judgment of validation and a Certificate of No Appeal with respect to the Bonds that are subject to validation or an opinion of Counsel that the Bonds are not subject to validation;

(11) a collateral assignment of the Project Documents, and a true-up agreement and completion agreement from the Developer to the Issuer;

(12) in the case of the issuance of a refunding Series of Bonds, an Officer's Certificate of the Issuer stating (a) the Bonds to be refunded; (b) any other amounts available for such purpose; (c) that the proceeds of the issue plus the other amounts, if any, stated to be available for the purpose will be sufficient to refund the Bonds to be refunded in accordance with the refunding plan and in compliance with Article XIV of this Master Indenture, including, without limitation, to pay the costs of issuance of such Bonds, and (d) that notice of redemption, if applicable, of the Bonds to be refunded has been duly given or that provision has been made therefor, as applicable;

(13) in the case of the issuance of a refunding Series of Bonds, a written opinion of Bond Counsel to the effect that the issuance of such Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any Bonds issued pursuant to the Indenture (to the extent that upon original issuance thereof such Bonds were issued as Bonds the interest on which is excludable from gross income for federal income tax purposes); and

(14) such other documents, certifications and opinions as shall be required by the Supplemental Indenture, by the Participating Underwriter or the initial purchaser of a Series of Bonds or by the Issuer or the Trustee upon advice of counsel.

At the option of the Issuer, any or all of the matters required to be stated in the Certified Resolution described in (1) above may instead be stated in a Supplemental Indenture, duly approved by a Certified Resolution of the Issuer. Execution of a Series of the Bonds by the Issuer shall be conclusive evidence of satisfaction of the conditions precedent, set forth in this Article, as to the Issuer.

[END OF ARTICLE III]

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other liens, titles and claims against said property then existing or thereafter created, until paid; (h) this Master Indenture and the applicable Supplemental Indenture has been duly and validly authorized, approved, and executed by the Issuer; (i) the issuance of the Series of Bonds has been duly authorized and approved by the Board; and (j) this Master Indenture and the applicable Supplemental Indenture (assuming due authorization, execution and delivery by the Trustee) constitutes a binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms except as enforcement thereof may be affected by bankruptcy, reorganization, insolvency, moratorium and other similar laws relating to creditors' rights generally and subject to equitable principles, whether in a proceeding at law or in equity (clauses (c) (d) and (e) shall not apply in the case of the issuance of a refunding Series of Bonds);

(3) a Consulting Engineer's certificate addressed to the Issuer and the Trustee setting forth the estimated cost of the Project, and in the case of an acquisition by the Issuer of all or a portion of the Project that has been completed, stating, in the signer's opinion, (a) that the portion of the Project improvements to be acquired from the proceeds of such Bonds have been completed in accordance with the plans and specifications therefor; (b) the Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the Issuer for the Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual Cost of construction of such improvements; and (d) the plans and specifications for the Project improvements have been approved by all Regulatory Bodies required to approve them (specifying such Regulatory Bodies) or such approval can reasonably be expected to be obtained; provided, however, that in lieu of the information required in clause (a), there may be delivered to the Trustee satisfactory evidence of the acceptance of operational and maintenance responsibility of each component of the Project by one or more governmental entities (the foregoing shall not be applicable in the case of the issuance of a refunding Series of Bonds); the Consulting Engineer's certificate may incorporate its engineering report by reference to satisfy all or some of the above requirements;

(4) a fully executed copy of the Supplemental Indenture for such Bonds;

(5) the proceeds of the sale of such Bonds together with any required equity deposit by the Developer;

(6) any Credit Facility authorized by the Issuer in respect to such Bonds;

(7) one or more Certified Resolutions of the Issuer relating to the levy of Special Assessments in respect of the Project, and evidencing that the Issuer has undertaken and, to the extent then required under applicable law, completed all necessary proceedings, including, without limitation, the approval of assessment rolls, the holding of public hearings, the adoption of resolutions and the establishment of all necessary collection procedures, in order to levy and collect Special Assessments upon the District

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**ARTICLE IV
ACQUISITION OF PROJECT**

SECTION 4.01. Project to Conform to Plans and Specifications; Changes. The Issuer will proceed to complete any Project or portion thereof for which any Series of Bonds is being issued in accordance with the plans and specifications therefor, as such plans and specifications may be amended from time to time, and subject to the specific requirements of the Supplemental Indenture for such Series of Bonds.

SECTION 4.02. Compliance Requirements. The Issuer will comply with all present and future laws, acts, rules, regulations, orders and requirements lawfully made and applicable in fact to any acquisition or construction hereby undertaken and shall obtain all necessary approvals under federal, state and local laws, acts, rules and regulations necessary for the acquisition, completion and operation of any Project or portion thereof for which any Series of Bonds is being issued and shall complete any Project or portion thereof in conformity with such approvals, laws, rules and regulations. Prior to the completion of the Project, in the event that the Developer shall fail to pay, when due, any Special Assessments levied against lands within the District owned by the Developer or any affiliated entity, the Issuer shall immediately take all actions within its control and, to the extent it has legally available funds for such purpose, immediately take all actions within its power necessary to complete, or cause to be completed, the Project including taking control of the Project Documents.

[END OF ARTICLE IV]

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**ARTICLE V
ACQUISITION AND CONSTRUCTION FUND**

SECTION 5.01. Acquisition and Construction Fund. The Trustee shall establish an Acquisition and Construction Fund into which shall be deposited the proceeds from each Series of Bonds issued under the Indenture (unless otherwise specified herein or in the applicable Supplemental Indenture for a Series of Bonds) and from which Costs may be paid as set forth herein and in the applicable Supplemental Indenture. Unless otherwise specified in the applicable Supplemental Indenture, a separate Series Account shall be established in the Acquisition and Construction Fund with respect to each Series of Bonds issued hereunder and the proceeds of each Series of Bonds (other than Bonds issued to refund all or a portion of the Bonds) shall be deposited into the corresponding Series Account in the Acquisition and Construction Fund. The amounts in any Series Account of the Acquisition and Construction Fund, until applied as hereinafter provided, shall be held for the security of the Series of Bonds hereunder in respect of which such Series Account was established. Separate subaccounts within any Series Account of the Acquisition and Construction Fund shall be maintained by the Trustee in respect of each Series of Bonds upon request of the Issuer whenever, in the opinion of the Issuer, it is appropriate to have a separate accounting in respect of the Costs of any designated portion of the Project including, but not limited to, a costs of issuance subaccount. Payments shall be made from the appropriate Series Account of the Acquisition and Construction Fund to pay any unpaid costs of issuance of the Series of Bonds in question, including without limitation, legal, engineering, and consultants' fees and to pay amounts to be reimbursed to the Issuer for Costs advanced, and thereafter to pay Costs of planning, financing, acquisition, construction, reconstruction, equipping and installation of the Project or portion thereof.

(a) Deposits. In addition to the deposit of amounts received by the Trustee on the date of issuance of each Series of Bonds, the Issuer shall pay or cause to be paid to the Trustee, for deposit into the Series Account of the Acquisition and Construction Fund, as promptly as practicable, the following amounts:

- (i) Subject to the provisions of Section 9.24 hereof, payments made to the Issuer from the sale, lease or other disposition of the Project or any portion thereof;
- (ii) Subject to the provisions of Section 9.14 hereof, the balance of insurance proceeds with respect to the loss or destruction of the Project or any portion thereof; and
- (iii) Deposits made by the Developer pursuant to the terms and provisions of a Developer Funding Agreement.

Amounts in the applicable Series Account of the Acquisition and Construction Fund shall be applied to pay the Cost of the Project or a portion thereof, as applicable, pertaining to the Series of Bonds in question; provided, however, that if any amounts remain in the Series Account of the Acquisition and Construction Fund after the Completion Date (as defined in paragraph (c) below) of the Project or portion thereof pertaining to the Series of Bonds in question, and if such amounts are not reserved for payment of any remaining part of the Cost of the Project, such amounts shall be transferred to the applicable Series Account of the Bond Redemption Fund for

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**ARTICLE VI
SPECIAL ASSESSMENTS;
APPLICATION THEREOF TO FUNDS AND ACCOUNTS**

SECTION 6.01. Special Assessments; Lien of Indenture on Pledged Revenues. The Issuer hereby covenants that it shall levy Special Assessments, and, unless provided otherwise with respect to a Series of Bonds, evidence and certify the same to the Tax Collector or shall cause the Property Appraiser to certify the same on the tax roll to the Tax Collector for collection by the Tax Collector and enforcement by the Tax Collector or the Issuer, pursuant to the Act, Chapter 170 or Chapter 197, Florida Statutes, or any successor statutes, as applicable, to the extent and in the amount necessary to pay the Debt Service Requirement on Bonds issued and Outstanding hereunder.

The Issuer shall pay to the Trustee for deposit in the Series Account of the Revenue Fund established under Section 6.03 hereof all Special Assessments received by the Issuer from the levy thereof on the District Lands subject to assessments for the payment of the related Series of Bonds; provided, however, that amounts received as Prepayments of Special Assessments shall be deposited directly into the applicable Series Account within the Bond Redemption Fund established hereunder or in any account thereof established pursuant to the applicable Supplemental Indenture. The Issuer shall notify the Trustee at the time of deposit of any amounts received as Prepayments of Special Assessments and shall identify the related Series of Bonds. If necessary, the Issuer shall direct the landowner making such prepayment to specify what Series of Bonds such prepayments relate.

There are hereby pledged for the payment of the principal or Redemption Price of and interest on all Bonds of each Series issued and Outstanding under the Indenture and all reimbursements due to any Credit Facility Issuer for any drawing with respect to such Series of Bonds on its Credit Facility, including, without limitation, interest thereon, as required under the terms of the applicable Credit Facility Agreement, the Pledged Revenues; provided, however, that unless otherwise specifically provided herein or in a Supplemental Indenture relating to a Series of Bonds with respect to the Pledged Revenues securing such Series of Bonds, the Pledged Revenues securing a Series of Bonds shall secure only such Series of Bonds and Bonds issued on a parity therewith and shall not secure any other Bonds or Series of Bonds. The Pledged Revenues shall immediately be subject to the lien and pledge of the Indenture without any physical delivery hereof or further act; provided, however, that the lien and pledge of the Indenture shall not apply to any moneys transferred by the Trustee to the Rebate Fund. The foregoing notwithstanding, to the extent provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, such Series of Bonds may be made payable from and secured by less than all of the Pledged Revenues, and any one or more of the provisions of this Master Indenture may be made inapplicable to such Series of Bonds, all as more specifically provided in the corresponding Supplemental Indenture; provided, however, that any such provisions shall apply only to the particular Series of Bonds authorized by such Supplemental Indenture and shall not affect in any manner whatsoever any Outstanding Series of Bonds.

SECTION 6.02. Funds and Accounts Relating to the Bonds. The Funds and Accounts specified in this Article VI shall be established under this Master Indenture and each Supplemental Indenture pursuant to which a Series of Bonds is issued for the benefit of the

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application to the redemption of Bonds of the Series to which such proceeds relate, as set forth in Section 6.06 hereof or in the applicable Supplemental Indenture.

(b) Disbursements. Unless provided otherwise in a Supplemental Indenture, all payments from the Acquisition and Construction Fund shall be paid in accordance with the provisions of this subsection. Moneys in the appropriate Series Account of the Acquisition and Construction Fund shall be disbursed by check, voucher, order, draft, certificate or warrant signed by any one or more officers or employees of the Trustee legally authorized to sign such items or by wire transfer to an account specified by the payee upon satisfaction of the conditions for disbursement set forth in this subsection (b). Before any such payment shall be made, the Issuer shall file with the Trustee a fully executed requisition in the form of Exhibit D attached hereto, signed by a Responsible Officer and, except for payments of cost of issuance, a certificate of the Consulting Engineer signed by a Consulting Engineer also in the form of Exhibit D attached hereto and as may be modified by terms of the related Supplemental Indenture. Upon receipt of each such requisition and accompanying certificate, the Trustee shall promptly withdraw from the appropriate Series Account of the Acquisition and Construction Fund and pay to the person, firm or corporation named in such requisition the amount designated in such requisition. The Trustee shall have no duty to investigate the accuracy or validity of the items delivered pursuant to this Section. All requisitions and certificates received by the Trustee pursuant to this Section 5.01 shall be retained in the possession of the Trustee, subject at all reasonable times to the inspection of the Issuer, the Consulting Engineer, the Owner of any Bonds, and the agents and representatives thereof.

(c) Completion of Project. On the date of completion of the Project or if sufficient moneys are retained in the appropriate Series Account of the Acquisition and Construction Fund, to complete the Cost of the Project, in either case, as evidenced by the delivery to the Trustee of a Certificate of the Consulting Engineer and adoption of a resolution by the Board accepting the Project as provided by Section 170.09, Florida Statutes, as amended (the "Completion Date"), the balance in the appropriate Series Account of the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the Project shall be transferred by the Trustee to, and deposited in, the applicable Series Account of the Bond Redemption Fund and applied as provided in Section 6.06 hereof and in the applicable Supplemental Indenture.

[END OF ARTICLE V]

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specific Series of Bonds and any Series issued on a parity therewith and, unless expressly otherwise provided in said Supplemental Indenture, shall not apply to Bonds Outstanding hereunder issued under any other indenture supplemental hereto or if separately secured by separate Special Assessments. Unless provided otherwise by Supplemental Indenture, all moneys, including, without limitation, proceeds of a Series of Bonds, on deposit to the credit of the Funds and Accounts established hereunder and under a Supplemental Indenture (except for moneys transferred to the Rebate Fund) shall be pledged to the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series of Bonds issued hereunder and under such Supplemental Indenture, and any Series issued on a parity therewith.

SECTION 6.03. Revenue Fund. The Trustee is hereby authorized and directed to establish a Revenue Fund and pursuant to a Supplemental Indenture a Series Account for each Series of Bonds issued hereunder, into which the Trustee shall immediately deposit any and all Special Assessments received from the levy thereof on the District Lands or any portion thereof (other than Prepayments) and any amounts received as the result of any foreclosure, sale of tax certificates or other remedial action for nonpayment of Special Assessments for the payment of the related Series of Bonds and other payments required hereunder or under the applicable Supplemental Indenture (unless such Special Assessments and/or other payments are specifically designated by the Issuer pursuant to a Supplemental Indenture for deposit into the Rebate Fund or any other Fund or Account established hereunder or under a Supplemental Indenture) and each Series Account therein shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee. The Trustee shall transfer from amounts on deposit in the Series Account in the Revenue Fund to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority unless other times and/or other priorities are established in a Supplemental Indenture with respect to a Series of Bonds:

FIRST, upon receipt but no later than the Business Day preceding the first May 1 for which there is an insufficient amount from Bond proceeds (or investment earnings thereon) on deposit in the applicable Series Interest Account of the Debt Service Fund to be applied to the payment of interest on the Bonds of a Series due on the next succeeding May 1, and no later than the Business Day next preceding each May 1 thereafter while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Interest Account of the Debt Service Fund, an amount equal to the interest on the related Series of Bonds becoming due on the next succeeding May 1, less any amount on deposit in such Interest Account not previously credited;

SECOND, beginning on the date set forth in the related Supplemental Indenture, and no later than the Business Day next preceding each May 1 or November 1, as designated in the applicable Supplemental Indenture thereafter while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Principal Account of the Debt Service Fund, an amount equal to the principal amount of Bonds of such Series maturing on the next succeeding principal payment date, less any amount on deposit in the applicable Series Principal Account not previously credited;

THIRD, beginning on the date set forth in the related Supplemental Indenture, and no later than the Business Day next preceding each May 1 or November 1, as so

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designated in the applicable Supplemental Indenture thereafter while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Sinking Fund Account of the Debt Service Fund, an amount equal to the principal amount of Bonds of such Series subject to mandatory sinking fund redemption on the next succeeding mandatory sinking fund redemption date, less any amount on deposit in the applicable Series Sinking Fund Account not previously credited;

FOURTH, upon receipt but no later than the Business Day preceding the first November 1 for which there remains an insufficient amount from Bond proceeds (or investment earnings thereon) on deposit in the applicable Series Interest Account to be applied to the payment of interest on the Bonds of a Series due on the next succeeding November 1, and no later than the Business Day next preceding each November 1 thereafter while Bonds of such Series issued under the Indenture remain Outstanding, to the applicable Series Interest Account of the Debt Service Fund, an amount equal to the interest on the Bonds of such Series becoming due on the next succeeding November 1, less any amount on deposit in the applicable Series Interest Account not previously credited;

FIFTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Account of the Debt Service Reserve Fund, if any, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Debt Service Reserve Requirement;

SIXTH, subject to the following paragraph, the balance of any moneys remaining in a Series Account of the Revenue Fund after making the foregoing deposits shall, subject to application by one or more Supplemental Indentures, if applicable, remain therein, unless pursuant to any Arbitrage Certificate it is necessary to make a deposit in the Rebate Fund, in which case, the Issuer shall direct the Trustee to make such deposit thereto.

Unless otherwise provided in the applicable Supplemental Indenture, the Trustee shall within ten (10) Business Days after the last Interest Payment Date in any calendar year, at the direction of the Issuer, withdraw any moneys held for the credit of the Revenue Fund which are not otherwise required to be deposited pursuant to this Section and deposit such moneys as directed to the credit of the applicable Series Account of the Bond Redemption Fund in accordance with the provisions hereof. Notwithstanding the foregoing, if pursuant to any Arbitrage Certificate it is necessary to make a deposit in the Rebate Fund, the Issuer shall direct the Trustee to make such deposit thereto. Prepayments pledged to a particular Series of Bonds shall be deposited directly into the applicable Series Account of the Bond Redemption Fund as provided herein.

SECTION 6.04. Debt Service Fund. The Trustee is hereby authorized and directed to establish a Debt Service Fund which shall consist of amounts deposited therein by the Trustee and any other amounts the Issuer may pay to the Trustee for deposit therein with respect to the related Series of Bonds. The Debt Service Fund shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the

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such Series so purchased shall be credited towards the Debt Service Requirements in respect of the mandatory redemption of Bonds of such Series for which notice of redemption has been given pursuant to Section 8.02 of this Master Indenture. Any Bond so purchased shall be presented to the Trustee for cancellation. In such event, the Debt Service Requirements with respect to the Bonds of a Series for the period in which the purchased Bonds are presented to the Trustee shall, for all purposes hereunder, be reduced by an amount equal to the aggregate principal amount of any such Bonds so presented.

SECTION 6.05. Debt Service Reserve Fund. The Trustee is hereby authorized and directed to establish a Debt Service Reserve Fund and, if applicable, pursuant to a Supplemental Indenture a Series Account for each Series of Bonds issued hereunder. The Debt Service Reserve Fund and each Series Account therein shall be held by the Trustee solely for the benefit of each related Series of Bonds or sub-Series, as determined by the applicable Supplemental Indenture; provided, however, that notwithstanding anything to the contrary contained in this Master Indenture, the Supplemental Indenture authorizing the issuance of a Series of Bonds may provide that the Debt Service Reserve Fund is not applicable and no account therein shall secure such Series of Bonds. The Debt Service Reserve Fund and each Series Account therein shall constitute an irrevocable trust fund to be applied solely as set forth herein and shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee. Unless otherwise provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, on the date of issuance and delivery of a Series of Bonds an amount of Bond proceeds or equity equal to the Debt Service Reserve Requirement in respect of such Series of Bonds, calculated as of the date of issuance and delivery of such Series of Bonds, shall be deposited in the related Series Account of the Debt Service Reserve Fund. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, and as long as there exists no default under the Indenture and the amount in the Series Account of the Debt Service Reserve Fund is not reduced below the then applicable Debt Service Reserve Requirement with respect to such Series of Bonds, earnings on investments in the Series Account of the Debt Service Reserve Fund shall, prior to the Completion Date of a Project, be transferred to the applicable Acquisition and Construction Account of the Acquisition and Construction Fund, and after the Completion Date, shall be, at the written direction of the Issuer, transferred to the related Series Account of the Revenue Fund. Otherwise, earnings on investments in each Series Account of the Debt Service Reserve Fund shall be retained therein until applied as set forth herein. If made applicable in a Supplemental Indenture, in the event that the amount in a Series Account of the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement with respect to such Series of Bonds due to a decrease in the then applicable Debt Service Reserve Requirement as a result of an optional prepayment by the owner of a lot or parcel of land of Special Assessments against such lot or parcel or a mandatory true-up payment, which Special Assessments are pledged for the payment and security of such Series of Bonds, the excess amount shall, as directed by the terms of the applicable Supplemental Indenture, be transferred from the Series Account of the Debt Service Reserve Fund to the applicable Series Account or Subaccount of the Bond Redemption Fund established for such Series of Bonds and shall constitute a credit against such optional prepayment or true-up payment. If made applicable in the Supplemental Indenture with respect to a Series of Bonds, in the event that the amount in a Series Account of the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement with respect to such Series of Bonds due to a decrease in the then applicable Debt Service Reserve Requirement for any other reason, the excess amount shall, as directed by the

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Trustee. The Trustee shall establish within the Debt Service Fund pursuant to a Supplemental Indenture, a Series Principal Account, a Series Interest Account and, if applicable, a Series Sinking Fund Account for each Series of Bonds and a Series Capitalized Interest Account, which accounts shall be separate and apart from all other Funds and Accounts established under the Indenture and from all other moneys of the Trustee.

The Trustee at all times shall make available to any Paying Agent the funds in the Series Principal Account and the Series Interest Account of the Debt Service Fund to pay the principal of the applicable Series of Bonds as they mature upon surrender thereof and the interest on the applicable Series of Bonds as it becomes payable, respectively. When a Series of Bonds is redeemed, the amount, if any, in the Debt Service Fund representing interest thereon shall be applied to the payment of accrued interest in connection with such redemption.

The Trustee shall apply moneys in the Series Sinking Fund Account in the Debt Service Fund for purchase or redemption of the applicable Series of Bonds in amounts and maturities set forth in the Supplemental Indenture. Whenever Bonds of a Series are to be purchased out of such Series Sinking Fund Account, if the Issuer shall notify the Trustee that the Issuer wishes to arrange for such purchase, the Trustee shall comply with the Issuer's arrangements provided they conform to the Indenture.

Except to the extent otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, purchases and redemptions out of the Series Sinking Fund Account shall be made as follows:

(a) The Trustee shall apply the amounts required to be transferred to the applicable Series Sinking Fund Account (less any moneys applied to the purchase of Bonds of the applicable Series pursuant to the next sentence hereof) on the mandatory sinking fund redemption date in each of the years set forth in the Supplemental Indenture to the redemption of Bonds of the related Series in the amounts, manner and maturities and on the dates set forth in the Supplemental Indenture, at a Redemption Price of 100% of the principal amount thereof. At the written direction of the Issuer, the Trustee shall apply moneys from time to time available in the applicable Series Sinking Fund Account to the purchase of Bonds of the applicable Series which mature in the aforesaid years, at prices not higher than the principal amount thereof, in lieu of redemption as aforesaid, provided that firm purchase commitments can be made before the notice of redemption would otherwise be required to be given. In the event of purchases at less than the principal amount thereof, the difference between the amount in the Series Sinking Fund Account representing the principal amount of the Bonds so purchased and the purchase price thereof (exclusive of accrued interest) shall be transferred to the related Series Interest Account of the Debt Service Fund.

(b) Accrued interest on purchased Bonds of a Series shall be paid from the related Series Interest Account of the Debt Service Fund.

(c) In lieu of paying the Debt Service Requirements necessary to allow any mandatory redemption of Bonds of a Series from the related Series Sinking Fund Account, the Issuer may present to the Trustee Bonds of such Series purchased by the Issuer pursuant to subparagraph (a) above and furnished for such purposes; provided, however, that no Bonds of

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terms of the applicable Supplemental Indenture, be transferred from the Series Account of the Debt Service Reserve Fund to the applicable Series Account or Subaccount of the Bond Redemption Fund.

Whenever for any reason on an Interest Payment Date, principal payment date or mandatory redemption date with respect to a related Series of Bonds secured by a Series Account of the Debt Service Reserve Fund the amount in the related Series Interest Account, the related Series Principal Account or the related Series Sinking Fund Account, as the case may be, is insufficient to pay all amounts payable on such Series of Bonds therefrom on such payment dates, the Trustee shall, without further instructions, transfer the amount of any such deficiency from the related Series Account of the Debt Service Reserve Fund into the related Series Interest Account, the related Series Principal Account and the related Series Sinking Fund Account, as the case may be, with priority to the related Series Interest Account and then, proportionately according to the respective deficiencies therein, to the related Series Principal Account and the related Series Sinking Fund Account, to be applied to pay the Series of Bonds secured by the Series Account of the Debt Service Reserve Fund.

SECTION 6.06. Bond Redemption Fund. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, the Trustee is hereby authorized and directed to establish a Bond Redemption Fund and pursuant to a Supplemental Indenture a Series Account within the Bond Redemption Fund for each Series of Bonds issued hereunder into which shall be deposited, moneys in the amounts and at the times provided in Sections 5.01, 6.01, 6.03, 6.05, 9.08 and 9.14(c) of this Master Indenture. The Series Account within the Bond Redemption Fund shall constitute an irrevocable trust fund to be applied solely as set forth in the applicable Supplemental Indenture and shall be held by the Trustee separate and apart from all other Funds and Accounts held under such Indenture and from all other moneys of the Trustee. All earnings on investments held in the Series Account within the Bond Redemption Fund shall be retained therein and applied as set forth below.

Moneys in the Series Account within the Bond Redemption Fund (including all earnings on investments held in the Series Account within the Bond Redemption Fund) shall be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, (except for amounts resulting from Prepayments of Special Assessments, which shall be applied as provided in the next paragraph) make such deposits into the Rebate Fund created and established under this Master Indenture as the Issuer may direct in accordance with an arbitrage rebate agreement, such moneys thereupon to be used solely for the purposes specified in said arbitrage rebate agreement. Any moneys so transferred from the Series Account within the Bond Redemption Fund to the Rebate Fund shall thereupon be free from the lien and pledge of the related Indenture;

SECOND, to be used to call for redemption pursuant to clause (b) of Section 8.01 hereof an amount of Bonds of the applicable Series equal to the amount of money transferred to the Series Account within the Bond Redemption Fund pursuant to the aforesaid clauses or provisions, as appropriate, for the purpose of such extraordinary

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mandatory redemption on the dates and at the prices provided in such clauses or provisions, as appropriate; and

THIRD, the remainder to be utilized by the Trustee, at the direction of a Responsible Officer, to call for redemption on each Interest Payment Date or other date on which Bonds of the applicable Series are subject to optional redemption pursuant to Section 8.01(a) hereof such amount of Bonds of the applicable Series taking into account any redemption premium, as may be practicable; provided, however, that not less than Five Thousand Dollars (\$5,000) principal amount of Bonds of the applicable Series shall be called for redemption at one time.

Any such redemption shall be made in accordance with the provisions of Article VIII of this Master Indenture and the applicable provisions of the related Supplemental Indenture. The Issuer shall pay all expenses in connection with such redemption.

SECTION 6.07. Drawings on Credit Facility. With respect to Bonds in respect of which there has been issued a Credit Facility, the Trustee shall draw on the Credit Facility, in accordance with the provisions for drawing under such Credit Facility, and within the requisite time period, all as set forth in the Credit Facility Agreement or the Supplemental Indenture.

SECTION 6.08. Procedure When Funds Are Sufficient to Pay All Bonds of a Series. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, if at any time the moneys held by the Trustee in the Funds (other than the moneys in the Rebate Fund) and Accounts hereunder and under a Supplemental Indenture and available therefor are sufficient to pay the principal or Redemption Price of, as the case may be, and interest on all Bonds of a Series then Outstanding under such Indenture to maturity or prior redemption, together with any amounts due the Issuer and the Trustee, Paying Agent, Registrar and Credit Facility Issuer, if any, the Trustee, at the direction of the Issuer, shall apply the amounts in the Series Funds and Series Accounts to the payment of the aforesaid obligations and the Issuer shall not be required to pay over any further Pledged Revenues with respect to such Series of Bonds unless and until it shall appear that there is a deficiency in the Funds and Accounts held by the Trustee.

SECTION 6.09. Certain Moneys to Be Held for Series Bondowners Only. Each Series of Bonds issued pursuant to this Master Indenture and the related Supplemental Indenture shall be secured by Pledged Revenues, as set forth herein, and otherwise may be secured by such additional Funds and Accounts and other security (including, but not limited to, Credit Facilities) established by the pertinent Supplemental Indenture. Moneys and investments in the various Funds and Accounts created under a Supplemental Indenture expressly and solely for the benefit of the Series of Bonds issued under such Supplemental Indenture shall be held in trust by the Trustee for the benefit of the Holders of, and Credit Facility Issuer with respect to, Bonds of that Series only.

SECTION 6.10. Unclaimed Moneys In the event any Bond shall not be presented for payment when the principal of such Bond becomes due, either at maturity or at the date fixed for redemption of such Bond or otherwise, if amounts sufficient to pay such Bond have been deposited with the Trustee for the benefit of the owner of the Bond and have remained unclaimed

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ARTICLE VII SECURITY FOR AND INVESTMENT OR DEPOSIT OF FUNDS

SECTION 7.01. Deposits and Security Thereof. Unless otherwise as provided in the Supplemental Indenture with respect to a Series of Bonds, all moneys received by the Trustee under a Supplemental Indenture for deposit in any Fund or Account established under this Master Indenture or such Supplemental Indenture shall be considered trust funds, shall not be subject to lien or attachment, except for the lien created by this Master Indenture and the related Supplemental Indenture, and shall be deposited with the Trustee, until or unless invested or deposited as provided in Section 7.02 hereof. All deposits of moneys received by the Trustee under this Master Indenture or such Supplemental Indenture (whether original deposits under this Section 7.01 or deposits or redeposits in time accounts under Section 7.02) shall, to the extent not insured, and to the extent permitted by law, be fully secured as to both principal and interest earned, by Investment Securities of the types set forth in the definition of Investment Securities and the provisions thereof. If at any time the Trustee is unwilling to accept such deposits or unable to secure them as provided above, the Trustee may deposit such moneys with any other depository which is authorized to receive them and the deposits of which are insured by the Federal Deposit Insurance Corporation (including the FDIC Savings Association Insurance Fund). All deposits in any other depository in excess of the amount covered by insurance (whether under this Section 7.01 or Section 7.02 as aforesaid) shall, to the extent permitted by law, be fully secured as to both principal and interest earned, in the same manner as required herein for deposits with the Trustee. Such security shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than \$50,000,000.

SECTION 7.02. Investment or Deposit of Funds. Except to the extent otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, the Trustee shall, as directed by the Issuer in writing, invest moneys held in the Series Accounts in the Debt Service Fund and any Series Account within the Bond Redemption Fund created under any Supplemental Indenture only in Government Obligations and securities described in subparagraphs (iv), (v), (vi), (ix), (x), or (xi) of the definition of Investment Securities. Except to the extent otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, the Trustee shall, as directed by the Issuer in writing, invest moneys held in any Series Account of the Debt Service Reserve Fund in Investment Securities. All deposits in time accounts shall be subject to withdrawal without penalty and all investments shall mature or be subject to redemption by the holder without penalty, not later than the date when the amounts will foreseeably be needed for purposes set forth herein or in the Supplemental Indenture with respect to a Series of Bonds. All securities securing investments under this Section shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee, as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than \$50,000,000. The interest and income received upon such investments and any interest paid by the Trustee or any other depository of any Fund or Account and any profit or loss resulting from the sale of securities shall be added or charged to the Fund or Account for which such investments are made; provided, however, that if the amount in any Fund or Account equals or exceeds the amount required to be on deposit therein, subject to Section 6.05 of this Master Indenture and unless otherwise provided in a Supplemental Indenture

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for three (3) years after the date payment thereof becomes due shall, upon request of the Issuer, if the Issuer is not at the time to the knowledge of the Trustee in default with respect to any covenant in this Master Indenture, any Supplemental Indenture or the Bonds contained, be paid to the Issuer; and the Owners of the Bonds for which the deposit was made shall thereafter be limited to a claim against the Issuer; provided, however, that the Trustee, before making payment to the Issuer, may, at the expense of the Issuer and if directed by the Issuer, cause a notice to be published in an Authorized Newspaper, stating that the money remaining unclaimed will be returned to the Issuer after a specified date.

SECTION 6.11. Rebate Fund The Trustee is hereby authorized and directed to establish a Rebate Fund. Unless provided otherwise in a Supplemental Indenture, at the direction of the Issuer, the Trustee shall transfer monies from the applicable Series Account in the Revenue Fund and deposit the same to the Rebate Fund, and shall make payments therefrom at the times and in the amounts required to comply with any applicable provisions in the applicable Arbitrage Certificate. If so directed by the Issuer, the Trustee shall create one or more Series Accounts within the Rebate Fund relating to one or more particular Series of Bonds.

(a) All amounts held in the Rebate Fund shall be governed by this Section and the applicable Arbitrage Certificate. The Trustee shall be entitled to rely on the rebate calculations obtained from the rebate analyst retained by the Issuer pursuant to any Arbitrage Certificate and the Trustee shall not be responsible for any loss or damage resulting from any good faith action taken or omitted to be taken by the Issuer in reliance upon such calculations.

(b) Pursuant to the applicable Arbitrage Certificate, the Trustee shall remit all rebate installments and a final rebate payment to the United States. The Trustee shall have no obligation to pay any amounts required to be rebated pursuant to this Section and the applicable Arbitrage Certificate, other than at the direction of the Issuer and from moneys held in the Rebate Fund or from other moneys provided to it by the Issuer. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any arbitrage rebate shall be withdrawn and paid to the Issuer.

(c) Notwithstanding any other provision of this Master Indenture, including in particular Article XIV hereof, the obligation to pay arbitrage rebate to the United States and to comply with all other requirements of this Section and the Arbitrage Certificate shall survive the defeasance or payment in full of the Bonds.

The Trustee shall not be deemed to have constructive knowledge of the Code or regulations, rulings and judicial decisions concerning the Code.

[END OF ARTICLE VI]

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with respect to a Series of Bonds, any interest and other income so received shall be deposited in the related Series Account of the Revenue Fund. Upon request of the Issuer, or on its own initiative whenever payment is to be made out of any Fund or Account, the Trustee shall sell such securities as may be requested to make the payment and restore the proceeds to the Fund or Account in which the securities were held. The Trustee shall not be accountable for any depreciation in the value of any such security or for any loss resulting from the sale thereof, except as provided hereinafter. If net proceeds from the sale of securities held in any Fund or Account shall be less than the amount invested and, as a result, the amount on deposit in such Fund or Account is less than the amount required to be on deposit in such Fund or Account, the amount of such deficit shall be transferred to such Fund or Account from the related Series Account of the Revenue Fund.

Absent specific instructions as aforesaid or absent standing instructions from the Issuer for investment of such moneys, then the Trustee shall not be responsible or liable for keeping the moneys invested. The Trustee shall not be liable or responsible for any loss or failure to achieve the highest return, or entitled to any gain, resulting from any investment or sale upon the investment instructions of the Issuer or otherwise, including that set forth in the first sentence of this paragraph. The Trustee may make any investments permitted by the provisions of this section through its own bond department or investment department.

SECTION 7.03. Valuation of Funds. The Trustee shall value the assets in each of the Funds and Accounts established hereunder or under any Supplemental Indenture 45 days prior to each Interest Payment Date, and as soon as practicable after each such valuation date (but no later than ten (10) days after each such valuation date) shall provide the Issuer a report of the status of each Fund and Account as of the valuation date. In computing the assets of any Fund or Account, investments and accrued interest thereon shall be deemed a part thereof, subject to Section 7.02 hereof. For the purpose of determining the amount on deposit to the credit of any Fund or Account established hereunder or under any Supplemental Indenture, obligations in which money in such Fund or Account shall have been invested shall be valued at the market value or the amortized cost thereof, whichever is lower, or at the redemption price thereof, to the extent that any such obligation is then redeemable at the option of the holder. For the purpose of determining the amount on deposit to the credit of the Debt Service Reserve Fund, obligations in which money in such Fund shall have been invested shall be valued at par, if purchased at par, or at amortized cost, if purchased at other than par, plus, in each case, accrued interest. Amortized cost, when used with respect to an obligation purchased at a premium above or a discount below par, means the value as of any given time obtained by dividing the total premium or discount at which such obligation was purchased by the number of days remaining to maturity on such obligation at the date of such purchase and by multiplying the amount thus calculated by the number of days having passed since such purchase; and (i) in the case of an obligation purchased at a premium by deducting the product thus obtained from the purchase price, and (ii) in the case of an obligation purchased at a discount by adding the product thus obtained to the purchase price.

[END OF ARTICLE VII]

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**ARTICLE VIII
REDEMPTION AND PURCHASE OF BONDS**

SECTION 8.01. Redemption Dates and Prices. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, the Bonds of a Series may be made subject to optional, mandatory and extraordinary redemption and purchase, either in whole or in part, by the Issuer, prior to maturity in the amounts, at the times and in the manner provided in this Article VIII and in the related Supplemental Indenture.

(a) Optional Redemption. Bonds of a Series shall be subject to optional redemption at the direction of the Issuer, at the times and upon payment of the redemption price as provided in the related Supplemental Indenture.

(b) Extraordinary Mandatory Redemption in Whole or in Part. Except as otherwise provided in a Supplemental Indenture with respect to Bonds of the related Series, Bonds of a Series are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Interest Payment Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus interest accrued to the redemption date, (i) from moneys deposited into the related Series Account within the Bond Redemption Fund following the payment of Special Assessments on any portion of the District Lands in accordance with the provisions of Section 9.08 hereof; (ii) when sufficient moneys are on deposit in the related Series Funds and Accounts (other than moneys in the Rebate Fund and any other excluded Fund or Account as provided in a Supplemental Indenture with respect to a Series of Bonds) to pay and redeem all Outstanding Bonds of a Series and accrued interest thereon to the redemption date in addition to all amounts owed to Persons under the related Indenture; (iii) if made applicable in the Supplemental Indenture with respect to a Series of Bonds, from moneys in excess of the Debt Service Reserve Requirement for a Series of Bonds in the applicable Series Account of the Debt Service Reserve Fund transferred to the Series Account within the Bond Redemption Fund pursuant to Section 6.05 hereof; (iv) if made applicable in the Supplemental Indenture with respect to a series of Bonds, from excess moneys transferred from the Series Account of the Revenue Fund to the Series Account within the Bond Redemption Fund in accordance with Section 6.03 of this Master Indenture; (v) if the following is made applicable by the terms of a Supplemental Indenture, from moneys, if any, on deposit in the Series Account within the Bond Redemption Fund pursuant to Section 9.14(c) hereof following condemnation or the sale of any portion of the District Lands benefited by a Project to a governmental entity under threat of condemnation by such governmental entity or the damage or destruction of all or substantially all of the Project when such moneys are not to be used pursuant to Section 9.14(c) to repair, replace or restore the Project; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the redemption date and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Project would not be economical or would be impracticable; or (vi) from amounts transferred to the Series Account of the Bond Redemption Fund from the Series Account of the Acquisition and Construction Fund in accordance with Section 5.01(c) hereof.

(c) Mandatory Sinking Fund Redemption. Bonds of a Series may be subject to mandatory sinking fund redemption at a Redemption Price of 100% of the principal amount

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(d) if less than all Outstanding Bonds of a Series to be redeemed or purchased, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed or purchased;

(e) that on the redemption or purchase date the Redemption Price or purchase price will become due and payable upon surrender of each such Bond or portion thereof called for redemption or purchase, and that interest thereon shall cease to accrue from and after said date; and

(f) the place where such Bonds are to be surrendered for payment of the redemption or purchase price, which place of payment shall be a corporate trust office of the Trustee.

If at the time of mailing of notice of redemption or purchase, the Issuer shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem or purchase all the Bonds called for redemption or purchase, such notice shall state that it is subject to the deposit of the redemption or purchase moneys with the Trustee or Paying Agent, as the case may be, not later than the opening of business on the redemption or purchase date, and such notice shall be of no effect unless such moneys are so deposited.

If the amount of funds deposited with the Trustee for such redemption, or otherwise available, is insufficient to pay the Redemption Price and accrued interest on the Bonds so called for redemption on the redemption date, the Trustee shall redeem and pay on such date an amount of such Bonds for which such funds are sufficient, selecting the Bonds to be redeemed randomly from among all such Bonds called for redemption on such date, and among different maturities of Bonds in the same manner as the initial selection of Bonds to be redeemed, and from and after such redemption date, interest on the Bonds or portions thereof so paid shall cease to accrue and become payable; but interest on any Bonds or portions thereof not so paid shall continue to accrue until paid at the same rate as it would have had such Bonds not been called for redemption.

The notices required to be given by this Section 8.02 shall state that no representation is made as to correctness or accuracy of the CUSIP numbers listed in such notice or printed on the Bonds.

SECTION 8.03. Payment of Redemption Price. If any required (a) unconditional notice of redemption has been duly mailed or waived by the Owners of all Bonds called for redemption or (b) conditional notice of redemption has been so mailed or waived and the redemption moneys have been duly deposited with the Trustee or Paying Agent, then in either case, the Bonds called for redemption shall be payable on the redemption date at the applicable Redemption Price plus accrued interest, if any, to the redemption date. Bonds of a Series so called for redemption, for which moneys have been duly deposited with the Trustee, will cease to bear interest on the specified redemption date, shall no longer be secured by the related Indenture and shall not be deemed to be Outstanding under the provisions of the related Indenture.

Payment of the Redemption Price, together with accrued interest, shall be made by the Trustee or Paying Agent to or upon the order of the Owners of the Bonds called for redemption

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thereof plus accrued interest to the redemption date, in the years and amounts set forth in a Supplemental Indenture.

In connection with such mandatory sinking fund redemption of Bonds, amounts shall be transferred from the applicable Series Account of the Revenue Fund to the Series Sinking Fund Account of the Debt Service Fund, all as more particularly described in Section 6.03 hereof.

The principal amounts of scheduled mandatory sinking fund payments shall be reduced as specified by the Issuer or as provided in Section 8.04 hereof by any principal amounts of the Bonds redeemed pursuant to Section 8.01(a) and (b) hereof or purchased and cancelled pursuant to Section 6.04 hereof.

Upon any redemption or purchase of Bonds other than in accordance with scheduled mandatory sinking fund payments, the Issuer shall cause to be recalculated and delivered to the Trustee a revised mandatory sinking fund schedule recalculated so as to amortize the Outstanding principal amount of Bonds of such Series in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Bonds of such Series. The mandatory sinking fund payments as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund payments for all Bonds of such Series in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory sinking fund payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund payment due in the year in which such redemption or purchase occurs, but shall be made to mandatory sinking fund payments for the immediately succeeding and subsequent years.

SECTION 8.02. Notice of Redemption and of Purchase. Except where otherwise required by a Supplemental Indenture, when required to redeem or purchase Bonds of a Series under any provision of the related Indenture or directed to do so by the Issuer, the Trustee shall cause notice of the redemption, either in whole or in part, to be mailed by first class mail, postage prepaid at least thirty (30) but not more than sixty (60) days prior to the redemption or purchase date to all Owners of Bonds to be redeemed or purchased (as such Owners appear on the Bond Register on the fifth (5th) day prior to such mailing), at their registered addresses, but failure to mail any such notice or defect in the notice or in the mailing thereof shall not affect the validity of the redemption or purchase of the Bonds of such Series for which notice was duly mailed in accordance with this Section 8.02. The Issuer shall, when it is directing the Trustee to mail such notice, provide written direction to the Trustee at least forty-five (45) days (unless the Trustee agrees to a shorter period) prior to the date on which the Trustee is required to send notice hereunder. Such notice shall be given in the name of the Issuer, shall be dated, shall set forth the Bonds of such Series Outstanding which shall be called for redemption or purchase and shall include, without limitation, the following additional information:

- (a) the redemption or purchase date;
- (b) the redemption or purchase price;
- (c) CUSIP numbers, to the extent applicable, and any other distinctive numbers and letters;

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upon surrender of such Bonds. The Redemption Price of the Bonds to be redeemed, the expenses of giving notice and any other expenses of redemption, shall be paid out of the Fund from which redemption is to be made or by the Issuer, or as specified in a Supplemental Indenture.

SECTION 8.04. Partial Redemption of Bonds. Except to the extent otherwise provided in a Supplemental Indenture, if less than all of a Series of Bonds of a maturity are to be redeemed, the Trustee shall select the particular Bonds or portions of the Bonds to be called for redemption randomly in such reasonable manner as the Trustee in its discretion may determine. In the case of any partial redemption of Bonds of a Series pursuant to Section 8.01(a), such redemption shall be effectuated by redeeming Bonds of such Series of such maturities in such manner as shall be specified by the Issuer in writing, subject to the provisions of Section 8.01 hereof. In the case of any partial redemption of Bonds of a Series pursuant to Section 8.01(b), such redemption shall be effectuated by redeeming Bonds of such Series pro rata among the maturities, treating each date on which a Sinking Fund Installment is due as a separate maturity for such purpose, with the portion to be redeemed from each maturity being equal to the product of the aggregate principal amount of Bonds of such Series to be redeemed multiplied times a fraction the numerator of which is the principal amount of the Series of Bonds of such maturity outstanding immediately prior to the redemption date and the denominator of which is the aggregate principal amount of all Bonds of such Series outstanding immediately prior to the redemption date, rounded up or down to the nearest \$5,000 amount in order to maintain Authorized Denominations.

[END OF ARTICLE VIII]

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ARTICLE IX
COVENANTS OF THE ISSUER

SECTION 9.01. Power to Issue Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Bonds, to adopt and execute this Master Indenture and to pledge the Pledged Revenues for the benefit of the Bonds of a Series and any Credit Facility Issuer, except to the extent otherwise provided in a Supplemental Indenture. The Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Bonds of a Series and any Credit Facility Issuer with respect to such Series. The Bonds and the provisions of this Master Indenture and any Supplemental Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by this Master Indenture and any Supplemental Indenture and all the rights of the Bondholders and any Credit Facility Issuer under this Master Indenture and any Supplemental Indenture against all claims and demands of all other Persons whomsoever.

SECTION 9.02. Payment of Principal and Interest on Bonds. The payment of the principal or Redemption Price of and interest on all of the Bonds of a Series issued under the related Indenture shall be secured forthwith equally and ratably by a first lien on and pledge of the Pledged Revenues, except to the extent otherwise provided in a Supplemental Indenture; and Pledged Revenues in an amount sufficient to pay the principal or Redemption Price of and interest on the Bonds of a Series authorized by the related Indenture are hereby irrevocably pledged to the payment of the principal or Redemption Price of and interest on the Bonds of a Series authorized under the related Indenture, as the same become due and payable. The Issuer shall promptly pay the interest on and the principal or Redemption Price of every Bond issued hereunder according to the terms thereof, but shall be required to make such payment only out of the Pledged Revenues.

THE BONDS AUTHORIZED UNDER THIS MASTER INDENTURE AND THE RELATED SUPPLEMENTAL INDENTURE AND THE OBLIGATIONS EVIDENCED THEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE ISSUER, INCLUDING, WITHOUT LIMITATION, THE PROJECT OR ANY PORTION THEREOF IN RESPECT OF WHICH ANY SUCH BONDS ARE BEING ISSUED, OR ANY PART THEREOF, BUT SHALL CONSTITUTE A LIEN ONLY ON THE PLEDGED REVENUES AS SET FORTH IN THIS MASTER INDENTURE AND ANY SUPPLEMENTAL INDENTURE. NOTHING IN THE BONDS AUTHORIZED UNDER THIS MASTER INDENTURE AND ANY SUPPLEMENTAL INDENTURE SHALL BE CONSTRUED AS OBLIGATING THE ISSUER TO PAY THE BONDS OR THE REDEMPTION PRICE THEREOF OR THE INTEREST THEREON EXCEPT FROM THE PLEDGED REVENUES, OR AS PLEDGING THE FAITH AND CREDIT OF THE ISSUER, THE CITY, THE COUNTY, THE STATE OR ANY OTHER POLITICAL SUBDIVISION THEREOF, OR AS OBLIGATING THE ISSUER, THE COUNTY, THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS, DIRECTLY OR INDIRECTLY OR CONTINGENTLY, TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR.

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entire Special Assessment on the parcel or parcels as to which such delinquency pertains, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and the Issuer either on its own behalf or through the actions of the Trustee may, and shall, if so directed in writing by the Majority Holders of the related Series of Bonds, at the Issuer's own expense, cause such delinquent property to be foreclosed as hereafter provided. The Issuer covenants it shall promptly, after written notice to the delinquent landowner, but not later than one hundred twenty (120) days from the due date of such Special Assessments that have not been paid, cause there to be brought legal proceedings for the foreclosure of the Special Assessment lien including interest and penalties with respect to such tax parcel. The foreclosure proceedings shall be prosecuted to sale and conveyance of such tax parcel as now provided by law in suits to foreclose mortgages unless the Majority Holders provide written direction to suspend or terminate such foreclosure proceedings. Nothing herein shall obligate the Issuer to credit bid at any foreclosure sale. The Issuer shall enter into or maintain in effect one or more written agreements with the Property Appraiser and the Tax Collector, either individually or jointly (together, the "Property Appraiser and Tax Collector Agreement") in order to effectuate the provisions of this Section. The Issuer shall ensure that any such Property Appraiser and Tax Collector Agreement remains in effect for at least as long as the final maturity of Bonds Outstanding under this Master Indenture. The Issuer shall provide to the dissemination agent under the applicable Continuing Disclosure Agreement a list of all properties where the Special Assessments relating to the Series of Bonds subject to the applicable Continuing Disclosure Agreement which are being billed directly, and have not been paid within sixty (60) days of the due date of such Special Assessments and the current status of any foreclosure actions currently in progress and the current status of the delinquent Special Assessments. The Issuer covenants to comply with all proceedings relating to the imposition and collection of the Special Assessments and will not make material amendments to any assessment methodology relating to the Special Assessments without the written consent of the Majority Holders.

SECTION 9.05. [RESERVED].

SECTION 9.06. [RESERVED].

SECTION 9.07. Books and Records with Respect to Special Assessments. In addition to the books and records required to be kept by the Issuer pursuant to the provisions of Section 9.17 hereof, the Issuer shall keep books and records for the collection of the Special Assessments on the District Lands, which such books, records and accounts shall be kept separate and apart from all other books, records and accounts of the Issuer. The District Manager or the District Manager's designee, at the end of each Fiscal Year, shall prepare a written report setting forth the collections received, the number and amount of delinquencies, the proceedings taken to enforce collections and cure delinquencies and an estimate of time for the conclusion of such legal proceedings. A signed copy of such audit shall be furnished to the Trustee (solely as a repository of such information) as soon as practicable after such audit shall become available and shall, upon written request, be mailed to any Registered Owner.

SECTION 9.08. Removal of Special Assessment Liens. Except as otherwise provided in a Supplemental Indenture with respect to a related Series of Bonds, the following procedures shall apply in connection with the removal of Special Assessment liens:

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SECTION 9.03. Special Assessments; Re-Assessments.

(a) The Issuer shall levy Special Assessments, and, unless the Issuer collects the Special Assessments directly under the conditions set forth herein, evidence and certify the same to the Tax Collector or shall cause the Property Appraiser to certify the same on the tax roll to the Tax Collector for collection by the Tax Collector and enforcement by the Tax Collector or the Issuer pursuant to the Act, Chapter 170 or Chapter 197, Florida Statutes, or any successor statutes, as applicable, and Section 9.04 hereof, to the extent and in an amount sufficient to pay Debt Service Requirements on all Outstanding Bonds. The Issuer shall also diligently collect any true-up payments that the Developer is required to make. The Issuer covenants and agrees that upon the occurrence and continuance of an Event of Default, it will take such actions to enforce the remedial provisions of this Master Indenture, as supplemented in connection with the Series of Bonds as to which the Event of Default occurred, including the remedial provisions for collection of delinquent Special Assessments, the provisions for foreclosure of liens of delinquent Special Assessments and delinquent operation and maintenance assessments, and will take such other remedial actions as shall be directed by the Trustee acting at the direction of, and on behalf of, the Majority Holders of the Series of Bonds as to which the Event of Default occurred.

(b) If any Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Issuer shall be satisfied that any such Special Assessment is so irregular or defective that the same cannot be enforced or collected, or if the Issuer shall have omitted to make such Special Assessment when it might have done so, the Issuer shall either (i) take all necessary steps to cause a new Special Assessment to be made for the whole or any part of said improvement or against any property benefited by said improvement, or (ii) in its sole discretion, make up the amount of such Special Assessment from any legally available moneys, which moneys shall be deposited into the applicable Series Account in the Revenue Fund. In case such second Special Assessment shall be annulled, the Issuer shall obtain and make other Special Assessments until a valid Special Assessment shall be made.

SECTION 9.04. Method of Collection. Special Assessments shall be collected by the Issuer in accordance with the provisions of the Act and Chapter 197, Florida Statutes, or any successor statutes thereto, as applicable, in accordance with the terms of this Section. Except as stated in the next succeeding sentence or during the continuance of an Event of Default and the Majority Holders of a Series of Bonds are providing direction as to the method of collection, the Issuer shall use the uniform method for the levy, collection and enforcement of Special Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes thereto (the "Uniform Method"), and to do all things necessary to continue to use the Uniform Method or a comparable alternative method afforded by Section 197.3631, Florida Statutes. Notwithstanding the foregoing, the Issuer shall not collect Special Assessments pursuant to the Uniform Method levied against District Lands and will direct bill the applicable landowners for the same either prior to platting of such lands or if the timing for using the Uniform Method will not yet allow for using such method, unless the Trustee at the direction of the Majority Holders of the applicable Series of Bonds directs the Issuer otherwise upon an Event of Default. Upon any failure of any property owner to pay an installment of Special Assessments when due (with respect Special Assessments collected directly by the Issuer), the

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(a) At any time subsequent to thirty (30) days after the Project has been completed within the meaning of Section 5.01(c) hereof and the Board has adopted a resolution accepting the Project as provided by Section 170.09, Florida Statutes, as amended, any owner of property subject to the Special Assessments may, at its option, and under certain circumstances described in the assessment resolutions in connection with prepayments derived from application of the "True-Up" mechanism therein, require the Issuer, upon receipt of the prepayment by the Trustee, to release and extinguish the lien, in whole or in part, upon its property by virtue of the levy of the Special Assessments by paying to the Issuer the entire amount or a portion, as the case may be, of the Special Assessment, plus accrued interest, attributable to the property subject to Special Assessment owned by such owner to the earlier of the next Interest Payment Date occurring at least 45 days after the Trustee receives such Prepayment. If any such prepayment of Special Assessments shall occur within thirty (30) days after the Project has been completed and the Board has adopted a resolution accepting the Project as provided in Section 170.09, Florida Statutes, as amended, no accrued interest shall be required to be paid unless such right has been irrevocably waived by the landowners within the District. The Issuer shall promptly notify the Trustee in writing of any Prepayment made under such circumstances. Accrued interest on any Bonds that would be redeemed as a result of such Prepayment made within thirty (30) days after the Board has adopted a resolution accepting the Project shall be derived from moneys on deposit in the Interest Account or capitalized interest account and if no moneys remain, from moneys on deposit in the Debt Service Reserve Account.

(b) Upon receipt of a Prepayment as described in (a) above, the Issuer shall within five (5) Business Days pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the County an affidavit or affidavits as the case may be, executed by an authorized officer of the Issuer to the effect that the Special Assessment has been paid in full or in part and that such Special Assessment lien is thereby released and extinguished if paid in full or such Special Assessment lien shall be reduced if the landowner only made a partial Prepayment. Upon receipt of any such moneys from the Issuer the Trustee shall immediately deposit the same into the Bond Redemption Fund to be applied to the redemption of Bonds in accordance with Section 8.01(b)(i) hereof. In connection with such Prepayment, the Trustee shall calculate the credit authorized pursuant to Section 6.05 hereof, and transfer such credit to the Bond Redemption Fund to be used together with such Prepayment for the redemption of Bonds in accordance with Section 8.01(b)(i) hereof.

(c) Notwithstanding the foregoing, and consistent with the proceedings of the Issuer relating to the imposition and levy of the Special Assessments, the owner of property (including the Developer) may at any time require the Issuer to release and extinguish the lien upon its property by virtue of the levy of the Special Assessments by paying to the Issuer the entire amount of the Special Assessment, plus accrued interest to the next succeeding Interest Payment Date (or the second succeeding Interest Payment Date if such prepayment is made within forty-five (45) calendar days before an Interest Payment Date), attributable to the property subject to Special Assessment owned by such owner. In lieu of such Prepayment with cash, an owner of property within the District may surrender to the District for cancellation to completely extinguish the lien on such property or reduce the lien equally on every portion of such property, a principal amount of Outstanding Bonds of a Series that is secured by Special Assessments levied against such property.

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(d) Upon receipt of a prepayment as described in (a), (b) or (c) above, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official land records of the County an affidavit or affidavits, as the case may be, executed by an authorized officer of the Issuer to the effect that the Special Assessment has been paid and that such Special Assessment lien is thereby released and extinguished. Except as otherwise provided by a Supplemental Indenture, upon receipt of any such moneys from the Issuer the Trustee shall immediately deposit the same into the applicable Series Account within the Bond Redemption Fund to be applied to the redemption of Bonds in accordance with Section 8.01(b)(i) hereof.

SECTION 9.09. Deposit of Special Assessments. The Issuer covenants to cause any Special Assessments collected or otherwise received by it to be deposited with the Trustee within five (5) Business Days after receipt thereof for deposit into the related Series Account of the Revenue Fund (except that amounts received as prepayments of Special Assessments shall be designated by the Issuer as such upon delivery to the Trustee and shall be deposited directly into the related Series Account within the Bond Redemption Fund). In connection with any payment of Special Assessments referred to in the prior sentence, the Issuer shall provide advance written notice to the Trustee of the amount of the payment and the Series account within of the Revenue Fund or Bond Redemption Fund to which such payment relates.

SECTION 9.10. Construction to be on District Lands. Except for certain off site mitigation, roadway and possibly landscaping improvements which are or may be outside the District Lands and are required in order for the District Lands to be developed, the Issuer covenants that no part of the Project will be constructed on, over or under lands other than (i) lands good and marketable title to which is owned by the Issuer or other appropriate entity in fee simple, (ii) lands on, over or under which the Issuer or other appropriate entity shall have acquired perpetual easements for the purposes of the Project, or (iii) lands, including public streets and highways, the right to the use and occupancy of which for such purposes shall be vested in the Issuer or other appropriate entity by law or by valid franchises, licenses, easements or rights of way or other legally effective permissions or approval.

SECTION 9.11. Operation, Use and Maintenance of Project. The Issuer shall establish and enforce reasonable rules and regulations governing the use of the Project owned by the Issuer, and the operation thereof, such rules and regulations to be adopted in accordance with the Act, and the Issuer shall operate, use and maintain the Project owned by the Issuer in accordance with the Act and all other applicable federal and State laws, rules and regulations; the Issuer shall maintain and operate the Project owned by the Issuer in an efficient and economical manner, shall at all times maintain the same in good repair and in sound operating condition and shall make all necessary repairs, renewals and replacements.

SECTION 9.12. Observance of and Compliance with Valid Requirements. The Issuer shall pay all municipal or governmental charges lawfully levied or assessed upon any Project or any part thereof or upon any revenues when the same shall become due, and the Issuer shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to each Project. The Issuer shall not, except as otherwise permitted in Section 9.24 of this Article, create or suffer to be created any lien or charge upon any Project or upon Pledged Revenues, except the lien and charge of the Bonds on the Pledged Revenues.

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provides for extraordinary mandatory redemption in the event the Issuer receives insurance proceeds or condemnation awards, the Issuer shall not be entitled to deposit insurance proceeds or condemnation awards into the separate fund described above in clause (i) of this paragraph (and such proceeds and awards shall be deposited directly into the related Series Account within the Bond Redemption Fund pursuant to clause (ii) of this paragraph) unless there shall have been filed with the Issuer within a reasonable time after the damage, destruction or condemnation (A) a certificate from the Consulting Engineer that the proceeds of the insurance or condemnation awards deposited into such separate fund, together with other funds available for such purposes, will be sufficient to repair, rebuild, replace or restore such property to substantially the same condition as it was in prior to its damage, destruction or condemnation (taking into consideration any changes, alterations and modifications that the Issuer may desire), (B) an opinion from the Consulting Engineer that the Project can be repaired, rebuilt, replaced or restored within two (2) years following the damage, destruction or condemnation thereof and (C) an opinion of the Consulting Engineer that, in each of the three (3) Fiscal Years following completion of such repair, rebuilding, replacement or restoration, the Issuer will be in compliance with its obligations hereunder. If the certificate described in clause (A) of this paragraph is not rendered because such proceeds or awards are insufficient for such purposes, the Issuer may deposit any other legally available funds in such separate fund in an amount required to enable the Consulting Engineer to render its certificate. If the insurance proceeds or condemnation awards deposited in such separate fund are more than sufficient to repair the damaged property or to replace the destroyed or taken property, the balance thereof remaining shall be deposited to the credit of the related Series Account in the Revenue Fund.

(d) The Issuer shall be entitled to provide all or a portion of the insurance coverage required by subsections (a) and (b) of this Section through Qualified Self Insurance, provided that the requirements hereinafter set forth in this subsection (d) are satisfied. "Qualified Self Insurance" means insurance maintained through a program of self-insurance or insurance maintained with a company or association in which the Issuer has a material interest or of which the Issuer has control, either singly or with others.

Prior to participation in any plan of Qualified Self Insurance not currently in effect, the Issuer shall deliver to the Trustee a certificate of compliance executed by the District Manager or a licensed insurance agent selected by the District Manager to the effect that (A) the proposed Qualified Self Insurance plan will provide the coverage required by subsections (a) and (b) of this Section, and (B) the proposed Qualified Self Insurance plan provides for the creation of actuarially sound reserves.

Each plan of Qualified Self Insurance shall be in written form, shall provide that upon the termination of such plan reserves will be established or insurance acquired in amounts adequate to cover any potential retained liability in respect of the period of self-insurance, and shall be reviewed annually by the District Manager or registered actuary who shall deliver to the Issuer a report on the adequacy of the reserves established thereunder in light of claims made. If the District Manager or registered actuary determines that such reserves are inadequate in light of the claims made, he shall make recommendations as to the amount of reserves that should be established and maintained, and the Issuer shall comply with such recommendations unless it can establish to the satisfaction of the District Manager or an insurance consultant retained by the

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SECTION 9.13. Payment of Operating or Maintenance Costs by State or Others. The Issuer may permit the United States of America, the State, or any of their agencies, departments or political subdivisions to pay all or any part of the cost of maintaining, repairing and operating the Project out of funds other than Pledged Revenues.

SECTION 9.14. Public Liability and Property Damage Insurance; Maintenance of Insurance; Use of Insurance and Condemnation Proceeds.

(a) Except as otherwise provided in subsection (d) of this Section, the Issuer will carry or cause to be carried, in respect of each Project, comprehensive general liability insurance (covering bodily injury and property damage) issued by one or more insurance companies authorized and qualified to do business under the laws of the State, in such amounts as is customary for similar operations, or as is more specifically set forth hereinbelow.

(b) At all times, to the extent commercially available, the Issuer shall maintain a practical insurance program, with reasonable terms, conditions, provisions and costs which the District Manager determines will afford adequate protection against loss caused by damage to or destruction of any component of any Project owned by the Issuer. Limits for such coverage will be subject to the Consulting Engineer's recommendations. The Issuer shall also, at all times, maintain a practical comprehensive general liability insurance program with respect to any Project for such coverage, with such reasonable terms, conditions, provisions and costs as the District Manager determines will afford adequate protection against bodily injury and property damage.

All insurance policies of the Issuer relating to any Project shall be carried with companies authorized to do business in the State, with a Best rating of no less than "A" as to management and Class "V" as to financial strength; provided, however, that if, in the opinion of the District Manager, adequate insurance protection under reasonable terms, conditions, provisions and cost cannot be purchased from an insurance company with the above-designated ratings, then the District Manager, on behalf of the Issuer, may secure such insurance protection as the Issuer determines to be in its best interests and otherwise consistent with this Master Indenture and any Supplemental Indenture; provided further, however, that the Issuer may act as a self-insurer in accordance with the requirements of subsection (d) hereof. All policies providing the insurance coverages required by this Section shall designate the Issuer as the loss-payee and shall be made payable to the Issuer.

(c) All proceeds received from property damage or destruction insurance and all proceeds received from the condemnation of any Project or any part thereof are hereby pledged by the Issuer as security for the related Series of Bonds and shall be deposited at the option of the Issuer, but subject to the limitations hereinafter described, either (i) into a separate fund to be established by the Trustee for such purpose which may be an Account within the Acquisition and Construction Fund as directed by the Issuer, and used to remedy the loss, damage or taking for which such proceeds are received, either by repairing the damaged property or replacing the destroyed or taken property, as soon as practicable after the receipt of such proceeds, or (ii) if so provided in a Supplemental Indenture, into the related Series Account within the Bond Redemption Fund for the purpose of purchasing or redeeming Bonds according to the provisions set forth in Article VIII hereof. To the extent a Supplemental Indenture

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Issuer that such recommendations are unreasonable in light of the nature of the claims or the history of recovery against the Issuer for similar claims.

(e) Copies of all recommendations and approvals made by the Consulting Engineer under the provisions of this Section shall be filed with the District Manager.

Within the first six (6) months of each Fiscal Year the District Manager shall file with the Trustee a compliance certificate as confirmation of the insurance coverages relating to all Projects, such compliance certificate to include, without being limited thereto, a schedule of all insurance policies required by this Master Indenture and any Supplemental Indenture which are then in effect, stating with respect to each policy the name of the insurer, the amount, number and expiration date, and the hazards and the risks covered thereby. The Trustee shall have no duty to determine compliance by the Issuer with the requirements of this Section.

SECTION 9.15. Collection of Insurance Proceeds. Copies of all insurance policies referred to in Section 9.14 of this Article shall be available at the offices of the Issuer at all reasonable times to the inspection of the Holders of the Bonds and their agents and representatives duly authorized in writing. The Issuer covenants that it will take such action as may be necessary to demand, collect and sue for any insurance money which may become due and payable under any policy of insurance required under this Master Indenture or any Supplemental Indenture, whether such policy is payable to the Issuer or to the Trustee. The Trustee is hereby authorized in its own name to demand, collect, sue and receive any insurance money which may become due and payable under any policies payable to it.

SECTION 9.16. Use of Revenues for Authorized Purposes Only. None of the Pledged Revenues shall be used for any purpose other than as provided in this Master Indenture and the related Supplemental Indenture and no contract or contracts shall be entered into or any action taken by the Issuer or the Trustee which will be inconsistent with the provisions of this Master Indenture and the related Supplemental Indenture.

SECTION 9.17. Books and Records. The Issuer shall keep proper books of record and account in accordance with Generally Accepted Accounting Principles (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to any Project, and which, together with all other books and records of the Issuer, including, without limitation, insurance policies, relating to any Project, shall at all times be subject during regular business hours to the inspection of the Trustee.

SECTION 9.18. Observance of Accounting Standards. The Issuer covenants that all the accounts and records of the Issuer relating to the Project will be kept according to Generally Accepted Accounting Principles consistently applied and consistent with the provisions of this Master Indenture and any Supplemental Indenture.

SECTION 9.19. Employment of Certified Public Accountant. The Issuer shall employ or cause to be employed as required a Certified Public Accountant to perform auditing functions and duties required by the Act and this Master Indenture and any Supplemental Indenture.

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SECTION 9.20. Establishment of Fiscal Year, Annual Budget. The Issuer has established a Fiscal Year beginning October 1 of each year and ending September 30 of the following year. The reports and budget of the Issuer shall relate to such Fiscal Year unless and until, in accordance with applicable law, a different Fiscal Year is established by Certified Resolution of the Issuer and is filed with the Trustee to hold solely as a repository with no duty to review the contents thereof.

On or before the first day of each Fiscal Year the Issuer shall adopt a final Annual Budget with respect to the Project for such Fiscal Year for the payment of anticipated operating and maintenance expenses and shall supply a copy of such budget promptly upon the approval thereof to any Bondholders who shall have so requested in writing and shall have filed their names and addresses with the Secretary of the Board for such purpose. If for any reason the Issuer shall not have adopted the Annual Budget with respect to the Project on or before the first day of any Fiscal Year, the Annual Budget for the preceding Fiscal Year shall, until the adoption of the new Annual Budget, be deemed in force for the ensuing Fiscal Year. The Issuer may at any time adopt an amended or supplemental Annual Budget for the remainder of the current Fiscal Year, and when such amended or supplemental Annual Budget is approved it shall be treated as the official Annual Budget under this Master Indenture and any Supplemental Indenture. Copies of such amended or supplemental Annual Budget shall be mailed by the Issuer to any Bondholders who shall have so requested in writing and shall have filed their names and addresses with the Secretary of the Board for such purpose.

SECTION 9.21. Employment of Consulting Engineer; Consulting Engineer's Report.

(a) The Issuer shall, for the purpose of performing and carrying out the duties imposed on the Consulting Engineer by this Master Indenture and any Supplemental Indenture, employ one or more Independent engineers or engineering firms or corporations having a statewide and favorable repute for skill and experience in such work.

(b) The Issuer shall cause the Consulting Engineer to make an inspection of any portions of the Project owned by the Issuer at least once in each Fiscal Year and, on or before the first day of July in each Fiscal Year, to submit to the Board a report setting forth (i) its findings as to whether such portions of the Project owned by the Issuer have been maintained in good repair, working order and condition, and (ii) its recommendations as to the proper maintenance, repair and operation of the Project during the ensuing Fiscal Year and an estimate of the amount of money necessary for such purpose.

Copies of such annual report shall be mailed by the Issuer to any Bondholders who shall have filed their names and addresses with the Secretary of the Board for such purpose.

SECTION 9.22. Audit Reports. The Issuer covenants that, no later than 270 days after the end of each Fiscal Year, it will cause an audit to be made by a Certified Public Accountant covering all receipts and moneys then on deposit with or in the name of the Trustee or the Issuer and any security held therefor and any investments thereof. Copies of such audit reports shall be filed with the District Manager and the Secretary of the Board, and mailed by

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SECTION 9.26. No Loss of Lien on Pledged Revenues. The Issuer shall not do or omit to do, or suffer to be done or omitted to be done, any matter or thing whatsoever whereby the lien of the Bonds on the Pledged Revenues or any part thereof, or the priority thereof, would be lost or impaired; provided, however, that this Section shall not prohibit the Trustee from transferring moneys to the Rebate Fund held by the Trustee under any arbitrage rebate agreement.

SECTION 9.27. Compliance With Other Contracts and Agreements. The Issuer shall comply with and abide by all of the terms and conditions of any and all contracts and agreements which the Issuer enters into in connection with the Project and the issuance of the Bonds.

SECTION 9.28. Issuance of Additional Obligations. The Issuer shall not issue any obligations other than the Bonds payable from Pledged Revenues, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge, payable from Pledged Revenues, except in the ordinary course of business.

SECTION 9.29. Extension of Time for Payment of Interest Prohibited. The Issuer shall not directly or indirectly extend or assent to an extension of time for payment of any claim for interest on any of the Bonds and shall not directly or indirectly be a party to or approve any arrangement therefor by purchasing or funding or in any manner keeping alive any such claim for interest; no claim for interest which in any way, at or after maturity, shall have been transferred or pledged apart from the Bonds to which it relates or which shall in any manner have been kept alive after maturity by extension or by purchase thereof by or on behalf of the Issuer, shall be entitled, in case of a default hereunder, to any benefit or security under this Master Indenture and any Supplemental Indenture except after the prior payment in full of the principal of all Bonds and claims for interest appertaining thereto not so transferred, pledged, kept alive or extended.

SECTION 9.30. Further Assurances. The Issuer shall not enter into any contract or take any action by which the rights of the Trustee or the Bondholders may be impaired and shall, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this Master Indenture and any Supplemental Indenture.

SECTION 9.31. Use of Bond Proceeds to Comply with Internal Revenue Code. The Issuer covenants to the Holders of the Bonds that it will not make or direct the making of any investment or other use of the proceeds of any Bonds issued hereunder, the interest on which is intended to be excluded from gross income for federal income tax purposes ("Tax-Exempt Bonds") which would cause such Bonds to be "arbitrage bonds" as that term is defined in Section 148 (or any successor provision thereto) of the Code or "private activity bonds" as that term is defined in Section 141 (or any successor provision thereto) of the Code, and that it will comply with the requirements of such Code sections and related regulations throughout the term of such Tax-Exempt Bonds. The Issuer hereby further covenants and agrees to comply with the procedures and covenants contained in any Arbitrage Certificate executed in connection with the issuance of each Series of Tax-Exempt Bonds for so long as compliance is necessary in order to

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said Secretary to the Consulting Engineer and to all Bondholders who shall have filed their names and addresses with him for such purpose.

SECTION 9.23. Information Required to Be Maintained by the Issuer. The Issuer shall cause to be kept on file at all times copies of the schedules of Special Assessments levied on all District Lands in respect of a Project. The Issuer shall keep accurate records and books of account with respect to a Project, and shall have a complete audit of such records and accounts made annually by a Certified Public Accountant, as provided in Section 9.24 hereof.

SECTION 9.24. Covenant Against Sale or Encumbrance; Exceptions. The Issuer covenants that, (a) except for those improvements comprising any Project that are to be conveyed by the Issuer to the City, the County, the State Department of Transportation or another governmental entity and (b) except as in this Section permitted, it will not sell, lease or otherwise dispose of or encumber any Project, or any part thereof. Subject to the provisions of Section 9.31 hereof, the Issuer may, however, from time to time, sell any machinery, fixtures, apparatus, tools, instruments or other movable property acquired by it from the proceeds of a Series of Bonds or from Pledged Revenues if the District Manager shall determine, with the approval of the Consulting Engineer, that such items are no longer needed or are no longer useful in connection with the construction, maintenance and operation of the related Project, and the proceeds thereof shall be applied to the replacement of the properties so sold or disposed of or, at the written direction of the Issuer shall be deposited to the credit of the related Series Account in the Revenue Fund.

Upon any sale of property relating to the Project, the aggregate of which in any thirty (30) day period exceeds Fifty Thousand Dollars (\$50,000) under the provisions of this Section, the Issuer shall provide written notice to the Trustee of the property so sold and the amount and disposition of the proceeds thereof.

Subject to obtaining an opinion of Bond Counsel that such action is permitted hereunder and will not adversely affect the exclusion of interest on the Bonds for federal income tax purposes, the Issuer may lease or grant easements, franchises or concessions for the use of any part of the Project not incompatible with the maintenance and operation thereof, if the Consulting Engineer shall approve such lease, easement, franchise or concession in writing, and the net proceeds of any such lease, easement, franchise or concession (after the making of provision for payment from said proceeds of all costs incurred in financing, constructing, operating, maintaining or repairing such leases, easements, franchises or concessions) shall be deposited as received to the credit of related Series Account in the Revenue Fund.

SECTION 9.25. Enforcement of Ancillary Agreements. The Issuer covenants that it shall promptly and strictly enforce the provisions of the Ancillary Agreements. Upon the occurrence of an event entitling the Issuer to pursue its remedies under the Ancillary Agreements, the Issuer covenants and agrees it will timely pursue such remedies in accordance with the Ancillary Agreement, and upon an Event of Default hereunder, the Issuer agrees that the Trustee, upon the written direction of the Majority Holders, may enforce the provisions of the Ancillary Agreements in lieu of the Issuer.

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maintain the exclusion from gross income for federal income tax purposes of interest on each Series of Tax-Exempt Bonds.

SECTION 9.32. Corporate Existence and Maintenance of Properties. For so long as any Bonds are Outstanding hereunder, unless otherwise provided by the Act, the Issuer shall maintain its corporate existence as a local unit of special purpose government under the Act and shall provide for or otherwise require all Projects, and all parts thereof owned by the Issuer to be (a) continuously operated, repaired, improved and maintained as shall be necessary to provide adequate service to the lands benefited thereby; and (b) in compliance with all valid and applicable laws, acts, rules, regulations, permits, orders, requirements and directions of any competent public authority.

SECTION 9.33. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Master Indenture and any Supplemental Indenture, failure of the Issuer or any other Person (if obligated pursuant to the Continuing Disclosure Agreement) to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may (and, at the request of any Participating Underwriter or the Holders of at least 25% aggregate principal amount in Outstanding Bonds of a Series and receipt of indemnity to its satisfaction, shall) or any Holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under this Section 9.33. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

SECTION 9.34. Bankruptcy of Developer or Other Obligated Person Under the Rule. The provisions of this Section 9.34 shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against the Developer or other "obligated" person (as defined under the applicable Continuing Disclosure Agreement) (herein, the "Landowner") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding"). For as long as any Bonds remain Outstanding, in any Proceeding involving the Issuer, any Landowner, or the Special Assessments, the District shall be obligated to act in accordance with direction from the Trustee and the Trustee shall be obligated to act in accordance with the direction from the Beneficial Owners of at least twenty-five percent (25%) of the aggregate principal amount of all Outstanding Bonds with regard to all matters directly or indirectly affecting the Bonds.

The Issuer acknowledges and agrees that, although the Bonds will be issued by the Issuer, the Beneficial Owners of such Bonds are categorically the party with a financial stake in the repayment of the Bonds and, consequently, the party with a vested interest in a Proceeding. In the event of any Proceeding involving any Landowner (a) the Issuer hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any

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action related to a Proceeding that affects, either directly or indirectly, the Special Assessments, the Bonds or any rights of the Trustee with respect to this Section 9.34 or Bondholders under this Master Indenture or applicable Supplemental Trust Indenture that is inconsistent with any direction from the Trustee, (b) the Trustee shall have the right, but is not obligated to, vote in any such Proceeding and all claims of the Issuer relating to the Special Assessment or the Bonds, and, if the Trustee chooses to exercise such right, the Issuer shall be deemed to have appointed the Trustee as its agent and granted to the Trustee an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to the Issuer in connection with any Proceeding of any Landowner, including without limitation, the right to file and/or prosecute any claims, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the Bankruptcy Code and (c) the Issuer shall not challenge the validity or amount of any claim submitted in such Proceeding by the Trustee in good faith or any valuations of any lands submitted by the Trustee in good faith in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee's enforcement of the Issuer's claim with respect to the Special Assessments or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the Issuer agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Special Assessments, (ii) to deliver to the Issuer a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

[END OF ARTICLE IX]

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(g) if any time the amount in any Debt Service Reserve Account is less than the Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the Debt Service Requirement on the Bonds of a Series and such amount has not been restored within thirty (30) days of such withdrawal; or

(h) more than twenty percent (20%) of the "maintenance special assessments" levied by the Issuer on District lands upon which the Special Assessments are levied to secure one or more Series of Bonds pursuant to Section 190.021(3), Florida Statutes, as amended, and collected directly by the District have become due and payable and have not been paid, within ninety (90) days after the date when due.

The Trustee shall not be required to rely on any official action, admission or declaration by the Issuer before recognizing that an Event of Default under (e) above has occurred.

SECTION 10.03. No Acceleration; Redemption. No Series of Bonds issued under this Master Indenture shall be subject to acceleration. Upon the occurrence and continuation of an Event of Default, no optional redemption or extraordinary mandatory redemption of the Bonds pursuant to Article VIII hereof shall occur unless all of the Bonds of the Series where an Event of Default has occurred will be redeemed or if 100% of the Holders of the Outstanding Bonds of such Series of Bonds agree to such redemption.

SECTION 10.04. Legal Proceedings by Trustee. If any Event of Default with respect to a Series of Bonds has occurred and is continuing, the Trustee, in its discretion may, and upon the written request of the Majority Holders of the Outstanding Bonds of such Series and receipt of indemnity to its satisfaction shall, in its capacity as Trustee:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Holders of the Bonds of such Series, including, without limitation, the right to require the Issuer to carry out any agreements with, or for the benefit of, the Bondholders of the Bonds of such Series and to perform its or their duties under the Act;

(b) bring suit upon the Series of Bonds;

(c) by action or suit in equity require the Issuer to account as if it were the trustee of an express trust for the Holders of the Bonds of such Series;

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the Bonds of such Series; and

(e) by other proceeding in law or equity, exercise all rights and remedies provided for by any other document or instrument securing such Series of Bonds.

SECTION 10.05. Discontinuance of Proceedings by Trustee. If any proceeding taken by the Trustee on account of any Event of Default is discontinued or is determined adversely to the Trustee, the Issuer, the Trustee, the Paying Agent and the Bondholders shall be restored to their former positions and rights hereunder as though no such proceeding had been taken.

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ARTICLE X EVENTS OF DEFAULT AND REMEDIES

SECTION 10.01. Events of Default and Remedies. Except to the extent otherwise provided in the Supplemental Indenture authorizing a Series of Bonds, events of default and remedies with respect to each Series of Bonds shall be as set forth in this Master Indenture.

SECTION 10.02. Events of Default Defined. Each of the following shall be an "Event of Default" under the Indenture, with respect to a Series of Bonds:

(a) if payment of any installment of interest on any Bond of such Series is not made when it becomes due and payable; or

(b) if payment of the principal or Redemption Price of any Bond of such Series is not made when it becomes due and payable at maturity or upon call or presentation for redemption; or

(c) if the Issuer, for any reason, fails in, or is rendered incapable of, fulfilling its obligations under the Indenture or under the Act which failure or incapacity may be reasonably determined solely by the Majority Holders; or

(d) if the Issuer proposes or makes an assignment for the benefit of creditors or enters into a composition agreement with all or a material part of its creditors, or a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, is appointed for the Issuer or any of its assets or revenues, or there is commenced any proceeding in liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, local, state or federal, by or against the Issuer and if such is not vacated, dismissed or stayed on appeal within ninety (90) days; or

(e) if the Issuer defaults in the due and punctual performance of any other covenant in the Indenture or in any Bond of such Series issued pursuant to the Indenture and such default continues for sixty (60) days after written notice requiring the same to be remedied shall have been given to the Issuer by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Majority Holders of the Outstanding Bonds of such Series; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the Issuer shall commence such performance within such sixty (60) day period and shall diligently and continuously prosecute the same to completion; or

(f) written notice shall have been received by the Trustee from a Credit Facility Issuer securing Bonds of such Series that an event of default has occurred under the Credit Facility Agreement, or there shall have been a failure by said Credit Facility Issuer to make said Credit Facility available or to reinstate the interest component of said Credit Facility in accordance with the terms of said Credit Facility, to the extent said notice or failure is established as an event of default under the terms of a Supplemental Indenture; or

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SECTION 10.06. Bondholders May Direct Proceedings. The Majority Holders of the Outstanding Bonds of a Series then subject to remedial proceedings under this Article X shall have the right to direct the method and place of conducting all remedial proceedings by the Trustee under the Indenture, provided that such directions shall not be otherwise than in accordance with applicable law or the applicable provisions of the Indenture.

SECTION 10.07. Limitations on Actions by Bondholders. No Bondholder shall have any right to pursue any remedy hereunder unless (a) the Trustee shall have been given written notice of an Event of Default, (b) the Majority Holders of the Outstanding Bonds of the applicable Series shall have requested the Trustee, in writing, to exercise the powers hereinabove granted or to pursue such remedy in its or their name or names, (c) the Trustee shall have been offered indemnity satisfactory to it against costs, expenses and liabilities, and (d) the Trustee shall have failed to comply with such request within a reasonable time.

SECTION 10.08. Trustee May Enforce Rights Without Possession of Bonds. All rights under the Indenture and a Series of Bonds may be enforced by the Trustee without the possession of any of the Bonds of such Series or the production thereof at the trial or other proceedings relative thereto, and any proceeding instituted by the Trustee shall be brought in its name for the ratable benefit of the Holders of the Bonds of such Series.

SECTION 10.09. Remedies Not Exclusive. Except as limited under Section 15.01 of this Master Indenture, no remedy contained in the Indenture with respect to a Series of Bonds is intended to be exclusive of any other remedy or remedies, and each remedy is in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 10.10. Delays and Omissions Not to Impair Rights. No delay or omission in respect of exercising any right or power accruing upon any Event of Default shall impair such right or power or be a waiver of such Event of Default, and every remedy given by this Article X may be exercised from time to time and as often as may be deemed expedient.

SECTION 10.11. Application of Moneys in Event of Default. Any moneys received by the Trustee or the Paying Agent, as the case may be, in connection with any proceedings brought under this Article X with respect to a Series of Bonds shall be applied in the following order of priority:

(a) to the payment of the costs of the Trustee and Paying Agent incurred in connection with actions taken under this Article X with respect to such Series of Bonds, including counsel fees and any disbursements of the Trustee and the Paying Agent and payment of unpaid fees and expenses owed to the Trustee.

(b) then:

FIRST: to payment of all installments of interest then due on the Bonds of such Series in the order of maturity of such installments of interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any preference or priority of one installment of interest over any other installment; and

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SECOND: to payment to the persons entitled thereto of the unpaid principal or Redemption Price of any of the Bonds of such Series which shall have become due in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due and, if the amount available shall not be sufficient to pay in full the principal or Redemption Price coming due on such Bonds on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any preference or priority of one such Bond of a Series over another or of any installment of interest over another.

Any surplus remaining after the payments described above shall be paid to the Issuer or to the Person lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

For purposes of the application of moneys described above, to the extent payments of principal of and interest on a Series of Bonds shall have been made under a Credit Facility relating thereto, the Credit Facility Issuer shall be entitled to moneys in the related Series Accounts in the Debt Service Fund in accordance with the agreement pursuant to which such Credit Facility has been issued (but subject to subsection (a) hereof and Section 11.04 hereof) and the Certified Resolution of the Issuer authorizing the issuance of such Bonds to which such Credit Facility relates.

SECTION 10.12. Trustee's Right to Receiver; Compliance with Act. The Trustee shall be entitled as of right to the appointment of a receiver and the Trustee, the Bondholders and any receiver so appointed shall have such rights and powers and be subject to such limitations and restrictions as are contained in the Act and other applicable law of the State.

SECTION 10.13. Trustee and Bondholders Entitled to all Remedies under Act. It is the purpose of this Article to provide such remedies to the Trustee and Bondholders as may be lawfully granted under the provisions of the Act and other applicable laws of the State; if any remedy herein granted shall be held unlawful, the Trustee and the Bondholders shall nevertheless be entitled to every other remedy provided by the Act and other applicable laws of the State. It is further intended that, insofar as lawfully possible, the provisions of this Article X shall apply to and be binding upon any receiver appointed in accordance with Section 10.13 hereof.

SECTION 10.14. Credit Facility Issuer's Rights Upon Events of Default. Anything in the Indenture to the contrary notwithstanding, if any Event of Default, other than Events of Default described in Section 10.02(a) or (b) hereof, has occurred and is continuing while a Credit Facility securing all or a portion of such Bonds of a Series Outstanding is in effect, the Credit Facility Issuer shall have the right, in lieu of the Owners of the Series of Bonds (or portion thereof) secured by said Credit Facility, by an instrument in writing, executed and delivered to the Trustee, to direct the time, method and place of conducting all remedial proceedings available to the Trustee under the Indenture, or exercising any trust or power conferred on the Trustee by the Indenture. Said direction shall be controlling to the extent the direction of Owners of the Series of Bonds (or portion thereof) secured by said Credit Facility would have been controlling under this Article. If the Credit Facility Issuer shall be in default in the

performance of its obligations under the Credit Facility, said Credit Facility Issuer shall have no rights under this Section.

[END OF ARTICLE X]

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ARTICLE XI THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

SECTION 11.01. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created, but only upon the additional terms set forth in this Article XI, to all of which the parties hereto and the Bondholders and any Credit Facility Issuer agree. The Trustee shall act as Trustee under this Master Indenture. Subject to the provisions of Section 11.03 hereof, the Trustee shall have only such duties as are expressly set forth herein, and no duties shall be implied on the part of the Trustee.

SECTION 11.02. No Responsibility for Recitals. The recitals, statements and representations in this Master Indenture or in the Bonds, save only the Trustee's Certificate of Authentication, if any, upon the Bonds, have been made by the Issuer and not by the Trustee and the Trustee shall be under no responsibility for the correctness thereof.

SECTION 11.03. Trustee May Act Through Agents; Answerable Only for Willful Misconduct or Negligence. The Trustee may execute any powers hereunder and perform any duties required of it through attorneys, agents, officers or employees, and shall be entitled to advice of Counsel concerning all questions hereunder; the Trustee shall not be answerable for the default or misconduct of any attorney or agent selected by it with reasonable care. The Trustee shall not be answerable for the exercise of any discretion or power under this Master Indenture and any Supplemental Indenture nor for anything whatever in connection with the trust hereunder, except only its own negligence or willful misconduct hereunder.

SECTION 11.04. Compensation and Indemnity. The Issuer shall pay the Trustee reasonable compensation for its services hereunder, and also all its reasonable expenses and disbursements, and shall, to the extent permitted by law, indemnify and hold the Trustee harmless against any liabilities which it may incur in the proper exercise and performance of its powers and duties hereunder, except with respect to its own willful misconduct or negligence hereunder. If the Issuer defaults in respect of the foregoing obligations, the Trustee may deduct the amount owing to it from any moneys held by the Trustee or coming into its hands but exclusive of the Rebate Fund and moneys from a drawing on any Credit Facility, which right of payment shall be prior to the right of the holders of the Bonds. The Trustee shall each month, along with its monthly trust statements, provide periodic reports of any moneys the Trustee has deducted for amounts owing to it. This Section 11.04 shall survive the termination of this Master Indenture and any Supplemental Indenture and, as to any Trustee, its removal or resignation as Trustee. No provision of this Master Indenture shall require the Trustee to expend or risk its own funds.

SECTION 11.05. No Duty to Renew Insurance. The Trustee shall be under no duty to effect or to renew any insurance policy nor shall it incur any liability for the failure of the Issuer to require or effect or renew insurance or to report or file claims of loss thereunder.

SECTION 11.06. Notice of Default; Right to Investigate. The Trustee shall give written notice by first-class mail to registered Holders of a Series of Bonds of all defaults known to the Trustee, unless such defaults have been remedied (the term "defaults" for purposes of this Section and Section 11.07 being defined to include the events specified as "Events of Default" in

Article X hereof, but not including any notice or periods of grace provided for therein); provided that, except in the case of a default in payment of principal or interest or Redemption Price, the Trustee may withhold such notice so long as it in good faith determines that such withholding is in the interest of the Bondholders. The Trustee shall not be deemed to have notice of any default other than a payment default under this Master Indenture and any Supplemental Indenture or a notification by a Credit Facility Issuer of a default under its Credit Facility, unless notified in writing of such default by the Holders of at least a majority of the aggregate principal amount of the Outstanding Bonds of a Series. The Trustee may, however, at any time require of the Issuer full information as to the performance of any covenant hereunder, and if information satisfactory to it is not forthcoming, the Trustee may make or cause to be made, at the expense of the Issuer, an investigation into the affairs of the Issuer.

SECTION 11.07. Obligation to Act on Defaults. The Trustee shall be under no obligation to take any action in respect of any default or otherwise, unless it is requested in writing to do so by the Majority Holders which are or would be, upon the taking of such action, subject to remedial proceedings under Article X of this Master Indenture if in its opinion such action may tend to involve expense or liability, and unless it is also furnished with indemnity satisfactory to it. The Trustee shall have no responsibility for actions taken at the direction of the Majority Holders.

SECTION 11.08. Reliance by Trustee. The Trustee may act on any requisition, resolution, notice, verifiable electronic communication, telegram, facsimile transmission, request, consent, waiver, certificate, statement, affidavit, voucher, bond, or other paper or document which it in good faith believes to be genuine and to have been passed, signed or given by the persons purporting to be authorized (which in the case of the Issuer shall be a Responsible Officer) or to have been prepared and furnished pursuant to any of the provisions of this Master Indenture and any Supplemental Indenture; the Trustee shall be under no duty to make any investigation as to any statement contained in any such instrument, but may accept the same as conclusive evidence of the accuracy of such statement.

SECTION 11.09. Trustee May Deal in Bonds. The Trustee may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Bondholders may be entitled to take with like effect as if the Trustee were not a party to this Master Indenture and any Supplemental Indenture. The Trustee may also engage in or be interested in any financial or other transaction with the Issuer; provided, however, that if the Trustee determines that any such relation is in conflict with its duties under this Master Indenture and any Supplemental Indenture, it shall eliminate the conflict or resign as Trustee.

SECTION 11.10. Construction of Ambiguous Provisions. The Trustee may construe any ambiguous or inconsistent provisions of this Master Indenture and any Supplemental Indenture, and except as otherwise provided in Article XIII of this Master Indenture, any construction by the Trustee shall be binding upon the Bondholders. The Trustee shall give prompt notice to the Issuer of any intention to make such construction.

SECTION 11.11. Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Master Indenture and all Supplemental Indentures by written resignation filed with the Secretary of the Issuer not less than sixty (60) days before the date

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when such resignation is to take effect. Notice of such resignation shall be sent by first-class mail to each Bondholder as its name and address appears on the Bond Register and to any Paying Agent, Registrar and Credit Facility Issuer, if any, at least sixty (60) days before the resignation is to take effect. Such resignation shall take effect on the day specified in the Trustee's notice of resignation unless a successor Trustee is previously appointed, in which event the resignation shall take effect immediately on the appointment of such successor; provided, however, that notwithstanding the foregoing, such resignation shall not take effect until a successor Trustee has been appointed. If a successor Trustee has not been appointed within ninety (90) days after the Trustee has given its notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a temporary successor Trustee to serve as Trustee until a successor Trustee has been duly appointed. Notice of such resignation shall also be given to any rating agency that shall then have in effect a rating on any of the Bonds.

SECTION 11.12. Removal of Trustee. The Trustee may be removed at any time by either (a) the Issuer, if no default exists under this Master Indenture or any Supplemental Indenture, or (b) an instrument or concurrent instruments in writing, executed by the Owners of at least a majority of the aggregate principal amount of the Bonds then Outstanding and filed with the Issuer. A photographic copy of any instrument or instruments filed with the Issuer under the provisions of this paragraph, duly certified by a Responsible Officer, shall be delivered promptly by the Issuer to the Trustee and to any Paying Agent, Registrar and Credit Facility Issuer, if any.

The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Master Indenture or any Supplemental Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Issuer or the Holders of not less than a majority of the aggregate principal amount of the Bonds then Outstanding.

SECTION 11.13. Appointment of Successor Trustee. If the Trustee or any successor Trustee resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee, and the Issuer shall appoint a successor and shall mail notice of such appointment by first-class mail to each Bondholder as its name and address appear on the Bond Register, and to the Paying Agent, Registrar, Credit Facility Issuer, if any, and any rating agency that shall then have in effect a rating on any of the Bonds. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Master Indenture prior to the date specified in the notice of resignation or removal as the date when such resignation or removal was to take effect, the Majority Holders in aggregate principal amount of all Bonds then Outstanding may appoint a successor Trustee or the Trustee may petition a court of competent jurisdiction for the appointment of a successor trustee.

SECTION 11.14. Qualification of Successor. A successor Trustee shall be a bank or trust company with trust powers, having a combined net capital and surplus of at least \$50,000,000.

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SECTION 11.19. Removal of Paying Agent or Registrar. The Paying Agent or Registrar may be removed at any time prior to any Event of Default by the Issuer by filing with the Paying Agent or Registrar to be removed, and with the Trustee, an instrument or instruments in writing executed by the Issuer appointing a successor, or an instrument or instruments in writing designating, and accompanied by an instrument or appointment by the Issuer of, such successor. Such removal shall be effective thirty (30) days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Paying Agent or Registrar appointed hereunder shall execute, acknowledge and deliver to the Issuer an instrument accepting such appointment hereunder.

SECTION 11.20. Appointment of Successor Paying Agent or Registrar. In case at any time the Paying Agent or Registrar shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Paying Agent or Registrar, as the case may be, and a successor shall be appointed by the Issuer; and in case at any time the Paying Agent or Registrar shall resign, then a successor shall be appointed by the Issuer. After any such appointment, notice of such appointment shall be given by the Issuer to the predecessor Paying Agent or Registrar, the successor Paying Agent or Registrar, the Trustee, the Credit Facility Issuer, if any, any rating agency that shall then have in effect a rating on any of the Bonds, and all Bondholders. Any new Paying Agent or Registrar so appointed shall immediately, and without further act, supersede the predecessor Paying Agent or Registrar.

SECTION 11.21. Qualifications of Successor Paying Agent or Registrar. Every successor Paying Agent or Registrar (a) shall be a commercial bank or trust company (i) duly organized under the laws of the United States or any state or territory thereof, (ii) authorized by law to perform all the duties imposed upon it by this Master Indenture and all Supplemental Indentures and (iii) capable of meeting its obligations hereunder, and (b) shall have a combined net capital and surplus of at least \$50,000,000.

SECTION 11.22. Judicial Appointment of Successor Paying Agent or Registrar. In case at any time the Paying Agent or Registrar shall resign and no appointment of a successor Paying Agent or Registrar shall be made pursuant to the foregoing provisions of this Master Indenture prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Paying Agent or Registrar may forthwith apply to a court of competent jurisdiction for the appointment of a successor Paying Agent or Registrar. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Paying Agent or Registrar. Notice of such appointment shall be given by the Successor Registrar or Paying Agent to the Issuer, the Trustee, the Credit Facility Issuer, if any, any rating agency that shall then have in effect a rating on any of the Bonds, and all Bondholders. In the absence of such an appointment, the Trustee shall become the Registrar or Paying Agent, and shall so notify the Issuer, any rating agency that shall then have in effect a rating on the Bonds, and all Bondholders.

SECTION 11.23. Acceptance of Duties by Successor Paying Agent or Registrar. Any successor Paying Agent or Registrar shall become duly vested with all the estates, property,

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SECTION 11.15. Instruments of Succession. Subject to Section 11.16 hereof, any successor Trustee shall execute, acknowledge and deliver to the Issuer an instrument accepting such appointment hereunder and thereupon, such successor Trustee, without any further act, deed, or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named Trustee herein. The Trustee ceasing to act hereunder, after deducting all amounts owed to the Trustee, shall pay over to the successor Trustee all moneys held by it hereunder and, upon request of the successor Trustee, the Trustee ceasing to act and the Issuer shall execute and deliver an instrument or instruments prepared by the Issuer transferring to the successor Trustee all the estates, properties, rights, powers and trusts hereunder of the predecessor Trustee, except for its rights under Section 11.04 hereof.

SECTION 11.16. Merger of Trustee. Any corporation into which any Trustee hereunder may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Trustee hereunder shall be a party, or any corporation which shall have purchased substantially all of the bond administration business of the corporate trust department shall be the successor Trustee under this Master Indenture and all Supplemental Indentures, without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding; provided, however, that any such successor corporation continuing to act as Trustee hereunder shall meet the requirements of Section 11.14 hereof, and if such corporation does not meet the aforesaid requirements, a successor Trustee shall be appointed pursuant to this Article XI. The Trustee may not resign as the Paying Agent or the Registrar without resigning as Trustee.

SECTION 11.17. Extension of Rights and Duties of Trustee to Paying Agent and Registrar. The provisions of Sections 11.02, 11.03, 11.04, 11.08, 11.09 and 11.10 hereof are hereby made applicable to the Paying Agent and the Registrar, as appropriate, and any Person serving as Paying Agent and/or Registrar, hereby enters into and agrees to comply with the covenants and agreements of this Master Indenture and all Supplemental Indentures applicable to the Paying Agent and Registrar, respectively.

SECTION 11.18. Resignation of Paying Agent or Registrar. The Paying Agent or Registrar may resign and be discharged of the duties created by this Master Indenture and all Supplemental Indentures by executing an instrument in writing resigning such duties and specifying the date when such resignation shall take effect, and filing the same with the Issuer, the Trustee, and any rating agency that shall then have in effect a rating on any of the Bonds, not less than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving written notice of such resignation not less than three (3) weeks prior to such resignation date to the Bondholders, mailed to their addresses as such appear in the Bond Register. Such resignation shall take effect on the date specified in such instrument and notice, but only if a successor Paying Agent or Registrar shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor Paying Agent or Registrar. If the successor Paying Agent or Registrar shall not have been appointed within a period of ninety (90) days following the giving of notice, then the Paying Agent or Registrar shall be authorized to petition any court of competent jurisdiction to appoint a successor Paying Agent or Registrar as provided in Section 11.22 hereof.

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rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named Paying Agent or Registrar herein. Upon request of such Paying Agent or Registrar, such predecessor Paying Agent or Registrar and the Issuer shall, after payment of its fees and expenses, execute and deliver an instrument transferring to such successor Paying Agent or Registrar all the estates, property, rights and powers hereunder of such predecessor Paying Agent or Registrar, except for its rights under Section 11.04 hereof, and such predecessor Paying Agent or Registrar shall pay over and deliver to the successor Paying Agent or Registrar all moneys and other assets at the time held by it hereunder.

SECTION 11.24. Successor by Merger or Consolidation. Any corporation into which any Paying Agent or Registrar hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Paying Agent or Registrar hereunder shall be a party, or any corporation which shall have purchased substantially all of the bond administration business of the corporate trust department shall be the successor Paying Agent or Registrar under this Master Indenture and all Supplemental Indentures without the execution or filing of any paper or any further act on the part of the parties thereto, anything in this Master Indenture or any Supplemental Indenture to the contrary notwithstanding.

[END OF ARTICLE XI]

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**ARTICLE XII
ACTS OF BONDHOLDERS; EVIDENCE OF OWNERSHIP OF BONDS**

SECTION 12.01. Acts of Bondholders; Evidence of Ownership of Bonds. Any action to be taken by Bondholders may be evidenced by one or more concurrent written instruments of similar tenor signed or executed by such Bondholders in person or by an agent appointed in writing. The fact and date of the execution by any person of any such instrument may be provided by acknowledgment before a notary public or other officer empowered to take acknowledgments or by an affidavit of a witness to such execution. Any action by the Owner of any Bond shall bind all future Owners of the same Bond in respect of anything done or suffered by the Issuer, Trustee, Paying Agent or Registrar in pursuance thereof.

[END OF ARTICLE XII]

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Supplemental Indenture or amendment is so permitted and has been duly authorized by the Issuer and that all things necessary to make it a valid and binding agreement have been done. The Trustee shall not be obligated to enter into any Supplemental Indenture or amendment that imposes additional obligations on the Trustee or adversely affects the Trustee's rights and immunities hereunder.

[END OF ARTICLE XIII]

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**ARTICLE XIII
AMENDMENTS AND SUPPLEMENTS**

SECTION 13.01. Amendments and Supplements Without Bondholders' Consent. This Master Indenture and any Supplemental Indenture may be amended or supplemented, from time to time, without the consent of the Bondholders, by a Supplemental Indenture authorized by a Certified Resolution of the Issuer filed with the Trustee, for one or more of the following purposes:

(a) to add additional covenants of the Issuer or to surrender any right or power herein conferred upon the Issuer;

(b) for any purpose not inconsistent with the terms of the related Indenture, or to cure any ambiguity or to cure, correct or supplement any defective provision (whether because of any inconsistency with any other provision hereof or otherwise) of the related Indenture, in such manner as shall not impair the security hereof or thereof or adversely affect the rights and remedies of the Bondholders;

(c) to provide for the execution of any and all contracts and other documents as may be required in order to effectuate the conveyance of any portion of a Project to the State, the County, or any department, agency or branch thereof, or any other unit of government of the State, provided, however, that the Issuer shall have caused to be delivered to the Trustee an opinion of Bond Counsel stating that such conveyance shall not impair the security hereof or adversely affect the rights and remedies of the Bondholders; and

(d) to make such changes as may be necessary in order to reflect amendments to Chapters 170, 190 and 197, Florida Statutes, so long as, in the opinion of counsel to the Issuer, such changes either: (i) do not have a material adverse effect on the Holders of the Bonds; or (ii) if such changes do have an adverse effect, that they nevertheless are required to be made as a result of such amendments.

SECTION 13.02. Amendments With Bondholders' Consent. Subject to the provisions of Section 13.01 hereof, this Master Indenture and any Supplemental Indenture may be amended from time to time by a Supplemental Indenture approved by the Majority Holders in aggregate principal amount of the Bonds then Outstanding in the case of the Master Indenture, and of the Series of Bonds then Outstanding and secured by such Supplemental Indenture in the case of an amendment of a Supplemental Indenture including, but not limited to, any material amendment to the Special Assessments and related proceedings which secure a Series of Bonds; provided that with respect to (a) the interest payable upon any Bonds, (b) the dates of maturity or redemption provisions of any Bonds, (c) this Article XIII and (d) the security provisions hereunder or under any Supplemental Indenture, which may only be amended by approval of the Owners of all Outstanding Bonds to be so amended.

SECTION 13.03. Trustee Authorized to Join in Amendments and Supplements; Reliance on Counsel. The Trustee is authorized to join in the execution and delivery of any Supplemental Indenture or amendment permitted by this Article XIII and in so doing is entitled to require and to rely on a written opinion of Counsel at the expense of the Issuer that such

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**ARTICLE XIV
DEFEASANCE**

SECTION 14.01. Defeasance. When interest on, and principal or Redemption Price (as the case may be) of, the Bonds of a Series or any portion thereof to be defeased have been paid, or there shall have been deposited with the Trustee or such other escrow agent designated in a Certified Resolution of the Issuer (the "Escrow Agent") moneys sufficient, or Defeasance Securities, the principal of and interest on which, when due, together with any moneys, remaining uninvested, will provide sufficient moneys to fully pay (i) such Bonds of a Series or portion thereof to be defeased, and (ii) any other sums payable hereunder by the Issuer, but only to the extent the Issuer has agreed to pay the same on or before the defeasance of the Bonds, the right, title and interest of the Trustee with respect to such Bonds of a Series or portion thereof to be defeased shall thereupon cease, the lien of the Indenture on the Pledged Revenues, and the Funds (other than the Rebate Fund, unless all rebate liability has been satisfied as determined by the Issuer) and Accounts established under the Indenture shall be defeased and discharged, and the Trustee, on demand of the Issuer, shall release the Indenture as to such Bonds of a Series or portion thereof to be so defeased and shall execute such documents to evidence such release as may be reasonably required by the Issuer and shall turn over to the Issuer or to such Person, body or authority as may be entitled to receive the same all balances remaining in any Series Funds and Accounts (other than the Rebate Fund) upon the defeasance in whole of all of the Bonds of a Series.

SECTION 14.02. Deposit of Funds for Payment of Bonds. If the Issuer deposits with the Escrow Agent moneys sufficient, or Defeasance Securities, the principal of and interest on which, when due, together with any moneys remaining uninvested, will provide sufficient moneys to pay the principal or Redemption Price of any Bonds of a Series becoming due, either at maturity or by redemption or otherwise, together with all interest accruing thereon to the date of maturity or such prior redemption, and reimburses or causes to be reimbursed or pays or causes to be paid the other amounts required to be reimbursed or paid under Section 14.01 hereof, interest on such Bonds of a Series shall cease to accrue on such date of maturity or prior redemption and all liability of the Issuer with respect to such Bonds of a Series shall likewise cease, except as hereinafter provided; provided, however, that (a) if any Bonds are to be redeemed prior to the maturity thereof, notice of the redemption thereof shall have been duly given in accordance with the provisions of Section 8.02 hereof, or irrevocable provision satisfactory to the Trustee shall have been duly made for the giving of such notice, and (b) in the event that any Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days following a deposit of moneys with the Escrow Agent, in accordance with this Section, the Issuer shall have given the Escrow Agent, in form satisfactory to the Escrow Agent, irrevocable instructions to mail to the Owners of such Bonds at their addresses as they appear on the Bond Register, a notice stating that a deposit in accordance with this Section has been made with the Escrow Agent and that the Bonds to which such notice relates are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price (as the case may be) of, and interest on, said Bonds of a Series. Thereafter such Bonds shall be deemed not to be Outstanding hereunder and the Owners of such Bonds shall be restricted exclusively to the funds so deposited for any claim of whatsoever nature with respect to such Bonds, and the Escrow Agent shall hold such funds in trust for such Owners. At the time of the deposit referred to

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above, there shall be delivered to the Trustee and any Escrow Agent a verification from a firm of independent certified public accountants stating that the principal of and interest on the Defeasance Securities, together with the stated amount of any cash remaining on deposit with the Escrow Agent, will be sufficient without reinvestment to pay the remaining principal of, redemption premium, if any, and interest on such defeased Bonds.

Money so deposited with the Escrow Agent which remains unclaimed three (3) years after the date payment thereof becomes due shall, upon request of the Issuer, if the Issuer is not at the time to the knowledge of the Escrow Agent in default with respect to any covenant in the Indenture or the Bonds of the Series contained, be paid to the Issuer; and the Owners of the Bonds for which the deposit was made shall thereafter be limited to a claim against the Issuer; provided, however, that the Escrow Agent, before making payment to the Issuer, may at the request and expense of the Issuer and if directed by the Issuer, shall cause a notice to be published in an Authorized Newspaper, stating that the money remaining unclaimed will be returned to the Issuer after a specified date.

[END OF ARTICLE XIV]

(a) As to the Issuer -

Storey Park Community Development District
Governmental Management Services – Central Florida, LLC
135 W. Central Blvd.
Suite 320
Orlando, FL 32801
Attention: George S. Flint

(b) As to the Trustee -

Regions Bank
10245 Centurion Parkway, 2nd Floor
Jacksonville, FL 32256
Attention: Vladimir Muñoz, Corporate Trust Services

Any of the foregoing may, by notice sent to each of the others, designate a different or additional address to which notices under this Master Indenture or any Supplemental Indenture are to be sent.

All documents received by the Trustee under the provisions of this Master Indenture or any Supplemental Indenture and not required to be redelivered shall be retained in its possession, subject at all reasonable times to the inspection of the Issuer, any Consultant, any Bondholder and the agents and representatives thereof as evidence in writing.

SECTION 15.07. Controlling Law. This Master Indenture and all Supplemental Indentures shall be governed by and construed in accordance with the laws of the State.

SECTION 15.08. Successors and Assigns. All the covenants, promises and agreements in this Master Indenture and all Supplemental Indentures contained by or on behalf of the Issuer or by or on behalf of the Trustee shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 15.09. Headings for Convenience Only. The table of contents and descriptive headings in this Master Indenture are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 15.10. Counterparts. This Master Indenture and any Supplemental Indentures may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 15.11. Appendices and Exhibits. Any and all appendices or exhibits referred to in and attached to this Master Indenture are hereby incorporated herein and made a part hereof for all purposes.

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ARTICLE XV
MISCELLANEOUS PROVISIONS

SECTION 15.01. Limitations on Recourse. No personal recourse shall be had for any claim based on this Master Indenture or any Supplemental Indenture or the Bonds against any member of the Board of the Issuer, officer, employee or agent, past, present or future, of the Issuer or of any successor body as such, either directly or through the Issuer or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

The Bonds of each Series are payable solely from the Pledged Revenues, and any other moneys held by the Trustee under the Indenture for such purpose. There shall be no other recourse under the Bonds, the Indenture or otherwise, against the Issuer or any other property now or hereafter owned by it.

SECTION 15.02. Payment Dates. In any case where an Interest Payment Date or the maturity date of the Bonds or the date fixed for the redemption of any Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 15.03. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto, the Holders of the Bonds and Credit Facility Issuers, if any.

SECTION 15.04. Illegal Provisions Disregarded. If any term of Master Indenture or any Supplemental Indenture or the Bonds or the application thereof for any reason or circumstances shall to any extent be held invalid or unenforceable, the remaining provisions or the application of such terms or provisions to Persons and situations other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision hereof and thereof shall be valid and enforced to the fullest extent permitted by law.

SECTION 15.05. Substitute Notice. If for any reason it shall be impossible to make duplication of any notice required hereby in a newspaper or newspapers, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of such notice.

SECTION 15.06. Notices. Any notice, demand, direction, request or other instrument authorized or required by this Master Indenture or any Supplemental Indenture to be given to or filed with the Issuer or the Trustee shall be deemed to have been sufficiently given or filed for all purposes of this Master Indenture or any Supplemental Indenture if and when personally delivered and received for, or if mailed by first class mail, addressed as follows:

IN WITNESS WHEREOF, Storey Park Community Development District has caused this Master Indenture to be executed by the Chairperson of its Board and its corporate seal to be hereunto affixed, attested by the Secretary or Assistant Secretary of its Board and Regions Bank has caused this Master Indenture to be executed by one of its authorized signatories and its seal to be hereunto affixed, all as of the day and year first above written.



STOREY PARK COMMUNITY
DEVELOPMENT DISTRICT

By: [Signature]
Name: BENNETT S. RUEBAG
Title: Chairperson, Board of Supervisors

By: [Signature]
Name: George S. Flint
Title: Secretary, Board of Supervisors

[SEAL]

REGIONS BANK, as Trustee, Paying Agent and Registrar

By: [Signature]
Name: Vladimir Muñoz
Title: Vice President and Trust Officer

STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

On this 8th day of September, 2015, before me, a notary public in and for the State and County aforesaid, personally appeared Bernett S. Ruediger and George S. Flint, Chairperson and Secretary, respectively, of Storey Park Community Development District (the "Issuer"), who acknowledged that they did so sign the foregoing instrument as such officers, respectively, for and on behalf of said issuer; that the same is their free act and deed as such officers, respectively, and the free act and deed of said issuer; and that the seal affixed to said instrument is the seal of said issuer; that they respectively appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said issuer, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.



NOTARY PUBLIC, STATE OF FLORIDA

[Signature]
(Name of Notary Public, Print, Stamp or Type as Commissioned)

Personally known to me, or
 Produced identification:

(Type of Identification Produced)

EXHIBIT A

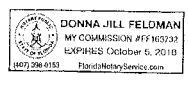
LEGAL DESCRIPTION OF STOREY PARK COMMUNITY DEVELOPMENT DISTRICT

The present boundaries of Storey Park Community Development District are as follows:

STATE OF FLORIDA)
) SS:
COUNTY OF ~~DUVAL~~ ORANGE)

On this 8th day of September, 2015, before me, a notary public in and for the State and County aforesaid, personally appeared Vladimir Muñoz, a Vice President and Trust Officer of Regions Bank, as Trustee, who acknowledged that he did so sign said instrument as such officer for and on behalf of said corporation; that the same is his free act and deed as such officer and the free act and deed of the Trustee; that he appeared before me on this day in person and acknowledged that he, being thereunto duly authorized, signed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.



NOTARY PUBLIC, STATE OF FLORIDA

[Signature]
(Name of Notary Public, Print, Stamp or Type as Commissioned)

Personally known to me, or
 Produced identification:

FL Driver License
(Type of Identification Produced)

EXHIBIT B

DESCRIPTION OF THE PROJECT

The Project includes, but is not limited to, the following improvements:

- Stormwater management and control facilities, including, but not limited to, related earthwork;
- Water and wastewater systems;
- Onsite and offsite roadway improvements, including street lighting;
- Irrigation for public property;
- Undergrounding differential;
- Reclaimed water facilities;
- Landscaping in public rights-of-way including, but not limited to, entrance features; and
- All related soft and incidental costs.

EXHIBIT C

[FORM OF BOND]

R- _____ \$ _____

**UNITED STATES OF AMERICA
STATE OF FLORIDA
ORANGE COUNTY
CITY OF ORLANDO
STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BOND,
SERIES 20__**

Interest Rate Maturity Date Date of Original Issuance CUSIP

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Storey Park Community Development District (the "Issuer"), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof (except while the herein described Bonds are in book-entry only form) at the designated corporate trust office of Regions Bank, as paying agent (said Regions Bank and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent"), the Principal Amount set forth above with interest thereon at the Interest Rate per annum set forth above, computed on 360-day year of 30-day months, payable on the first day of May of each year. Principal of this Bond is payable at the designated corporate trust office of Regions Bank, located in Jacksonville, Florida, in lawful money of the United States of America. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed on each May 1 and November 1, commencing _____ to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by Regions Bank, as Registrar (said Regions Bank and any successor Registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each interest payment date or the date on which the principal of a Bond is to be paid (the "Record Date"). Such interest shall be payable from the most recent interest payment date next preceding the date of authentication hereof, or unless interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to _____, 201_, in which case from _____, 201_, or unless the date of authentication hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted

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interest to be fixed by Regions Bank, as Trustee (said Regions Bank and any successor bank or trust company being herein called the "Trustee"), notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the Indenture (defined below). Any capitalized term used in this Bond and not otherwise defined shall have the meaning ascribed to such term in the herein described Indenture.

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, THE CITY OF ORLANDO, FLORIDA (THE "CITY"), ORANGE COUNTY, FLORIDA (THE "COUNTY"), THE STATE OF FLORIDA, OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE BONDS; HOWEVER, THE ISSUER IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SPECIAL ASSESSMENTS (AS DEFINED IN THE INDENTURE) TO SECURE AND PAY THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE CITY, THE COUNTY, FLORIDA, THE STATE OF FLORIDA, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by execution of the Trustee, of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, Storey Park Community Development District has caused this Bond to be signed by the facsimile signature of the Chairperson of its Board of Supervisors and a facsimile of its seal to be imprinted hereon, and attested by the facsimile signature of the Secretary of its Board of Supervisors, all as of the date hereof.

STOREY PARK COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chairperson, Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

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CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds delivered pursuant to the within mentioned Indenture.

Date of Authentication: _____

REGIONS BANK, as Trustee

By: _____
Vice President and Trust Officer

[Back of Bond]

This Bond is one of an authorized issue of Bonds of the Storey Park Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act"), Ordinance No. 2015-7 enacted by the City Council of the City of Orlando, Florida, becoming effected on _____, 2015 designated as "Storey Park Community Development District Special Assessment Bonds, Series 20__" (the "Bonds"), in the aggregate principal amount of _____ Dollars (\$ _____) of like date, tenor and effect, except as to number, denomination, interest rate and maturity. The Bonds are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act, to pay a portion of the design, acquisition, construction and certain ongoing operations and maintenance costs of certain public infrastructure improvements consisting of a drainage system, including, but not limited to, earth work; water distribution and wastewater collection facilities; reclaimed water facilities, roadway improvements including, but not limited to, landscaping and entrance features and related soft and incidental costs. The Bonds shall be issued as fully registered Bonds in authorized denominations, as set forth in the Indenture. The Bonds are issued under and secured by a Master Trust Indenture dated as of August 1, 2015, (the "Master Indenture"), as amended and supplemented by a Supplemental Trust Indenture dated as of _____, 20__ (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture"), each by and between the Issuer and the Trustee, executed counterparts of which are on file at the corporate trust office of the Trustee in Jacksonville, Florida.

Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Bonds issued under the Indenture, the operation and application of the Debt Service Fund and other Funds and Accounts (each as defined in the Indenture) charged with and pledged to the payment of the principal of, premium, if any, and the interest on the Bonds, the levy and the evidencing and certifying for collection, of Special Assessments, the nature and extent of the security for the Bonds, the terms and conditions on which the Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the Indenture, the conditions under which such Indenture may be amended without the consent of the registered owners of Bonds, the conditions under which such Indenture may be amended with the consent of the registered owners of a majority in aggregate principal amount of the Bonds outstanding, and as to other rights and remedies of the registered owners of the Bonds.

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

It is expressly agreed by the owner of this Bond that such owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, Orange County, Florida, the State of Florida or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the City of Orlando, Florida, Orange County, Florida, the State of Florida or any other political subdivision thereof, for the payment of the

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principal of, premium, if any, and interest on this Bond or the making of any other sinking fund and other payments provided for in the Indenture, except for Special Assessments to be assessed and levied by the Issuer as set forth in the Indenture.

By the acceptance of this Bond, the owner hereof assents to all the provisions of the Indenture.

This Bond is payable from and secured by Pledged Revenues, as such term is defined in the Indenture, all in the manner provided in the Indenture. The Indenture provides for the levy and the evidencing and certifying, of non-ad valorem assessments in the form of Special Assessments to secure and pay the Bonds.

The Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the redemption price of the Bonds shall be made on the dates specified below. Upon any redemption of Bonds other than in accordance with scheduled mandatory sinking fund payments, the Issuer shall cause to be recalculated and delivered to the Trustee a revised mandatory sinking fund schedule recalculated so as to amortize the Outstanding principal amount of Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Bonds. The mandatory sinking fund payments as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund payments for all Bonds in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory sinking fund payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund payment due in the year in which such redemption or purchase occurs, but shall be made to mandatory sinking fund payments for the immediately succeeding and subsequent years.

Optional Redemption

The Bonds are subject to redemption at the option of the Issuer in whole or in part at any time on or after May 1, ____, at the redemption prices (expressed as percentages of principal amount to be redeemed) set forth below, plus accrued interest to the redemption date, upon notice from the Issuer to the Trustee as set forth in the Indenture.

Redemption Period (Both Dates Inclusive)	Redemption Price
_____, 1, ____ to _____ 31, ____	%
_____, 1, ____ to _____ 31, ____	
_____, 1, ____ and thereafter	

Mandatory Sinking Fund Redemption

The Bonds are subject to mandatory sinking fund redemption on November 1 in the years and in the principal amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Bonds redeemed pursuant to optional or

extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Indenture.

Year	Principal Amount of Bonds to be Paid	Year	Principal Amount of Bonds to be Paid
-------------	---	-------------	---

Extraordinary Mandatory Redemption in Whole or in Part

The Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any interest payment date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus interest accrued to the redemption date, (i) from moneys deposited into the Bond Redemption Fund following the payment of Special Assessments on any portion of the District Lands in accordance with the provisions of Section 9.08 of the Indenture; (ii) when sufficient moneys are on deposit in the related Funds and Accounts (other than the Rebate Fund and any other excluded fund or account as provided in the Supplemental Indenture) to pay and redeem all Outstanding Bonds and accrued interest thereon to the redemption date in addition to all amounts owed to Persons under the Indenture; (iii) if made applicable in a Supplemental Indenture, from moneys in excess of the Debt Service Reserve Requirement in the Debt Service Reserve Fund transferred to the Bond Redemption Fund pursuant to the Indenture; (iv) from excess moneys transferred from the Revenue Fund to the Bond Redemption Fund in accordance with the Indenture; (v) if made applicable in a Supplemental Indenture, from moneys, if any, on deposit in the Bond Redemption Fund following condemnation or the sale of any portion of the District Lands benefited by the Project to a governmental entity under threat of condemnation by such governmental entity or the damage or destruction of all or substantially all of the Project when such moneys are not to be used pursuant to the Indenture to repair, replace or restore the Project; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the redemption date and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Project would not be economical or would be impracticable; or (vi) either prior to the Completion Date or after the Completion Date, as the case may be, from amounts transferred to the Series Account of the Bond Redemption Fund from the Series Account of the Acquisition and Construction Fund in accordance with the Indenture.

Notice of Redemption

The Trustee shall cause notice of redemption to be mailed by first class mail, postage prepaid, at least thirty but not more than sixty days prior to the date of redemption to all registered owners of Bonds to be redeemed (as such owners appear on the books of the Registrar on the fifth (5th) day prior to such mailing) and to certain additional parties as set forth in the Indenture; provided, however, that failure to mail any such notice or any defect in the notice or the mailing thereof shall not affect the validity of the redemption of the Bonds for which such notice was duly mailed in accordance with the Indenture. If less than all of the Bonds shall be called for redemption, the notice of redemption shall specify the Bonds to be redeemed. On the

redemption date, the Bonds called for redemption will be payable at the designated corporate trust office of the Paying Agent and on such date interest shall cease to accrue, such Bonds shall cease to be entitled to any benefit under the Indenture and such Bonds shall not be deemed to be outstanding under the provisions of the Indenture and the registered owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof. If the amount of funds so deposited with the Trustee, or otherwise available, is insufficient to pay the redemption price and interest on all Bonds so called for redemption on such date, the Trustee shall redeem and pay on such date an amount of such Bonds for which such funds are sufficient, selecting the Bonds to be redeemed randomly from among all such Bonds called for redemption on such date, and interest on any Bonds not paid shall continue to accrue, as provided in the Indenture.

Partial Redemption of Bonds. If less than all the Bonds of a maturity are to be redeemed, the Trustee shall select the particular Bonds or portions of Bonds to be redeemed randomly in such reasonable manner as the Trustee in its discretion may determine. In the case of any partial redemption of Bonds pursuant to an optional redemption, such redemption shall be effectuated by redeeming Bonds of such maturities in such manner as shall be specified by the Issuer in writing, subject to the provisions of the Indenture. In the case of any partial redemption of Bonds pursuant to an extraordinary mandatory redemption, such redemption shall be effectuated by redeeming Bonds pro rata among the maturities, treating each date on which a Sinking Fund Installment is due as a separate maturity for such purpose, with the portion to be redeemed from each maturity being equal to the product of the aggregate principal amount of Bonds to be redeemed multiplied times a fraction the numerator of which is the principal amount of Bonds of such maturity outstanding immediately prior to the redemption date and the denominator of which is the aggregate principal amount of all Bonds outstanding immediately prior to the redemption date.

The Issuer shall keep books for the registration of the Bonds at the corporate trust office of the Registrar in Jacksonville, Florida. Subject to the restrictions contained in the Indenture, the Bonds may be transferred or exchanged by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Indenture. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds. Neither the Issuer nor the Registrar on behalf of the Issuer shall be required (i) to issue transfer or exchange any Bond during a period beginning at the opening of business fifteen (15) days before the day of mailing of a notice of redemption of Bonds selected for redemption and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Bond so selected for redemption in whole or in part.

The Issuer, the Trustee, the Paying Agent and the Registrar shall deem and treat the person in whose name any Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Bond shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the Issuer, the Trustee, the Paying Agent or the Registrar) for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest on such Bond as the same becomes due, and for all other purposes. All such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in connection with the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, including particularly the Act, and that the issuance of this Bond, and of the issue of the Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Ninth Judicial Circuit of Florida, in and for Orange County, Florida, rendered on the 21st day of July, 2015.

Chairperson, Board of Supervisors

Secretary

ABBREVIATIONS

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

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with rights of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - _____ Custodian _____
(Cust) (Minor)

Under Uniform Transfer to Minors

Act _____
(State)

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

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ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(please print or typewrite name and address of assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Signature Guarantee:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Please insert social security or other identifying number of Assignee.

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**EXHIBIT D
FORM OF REQUISITION**

STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 200_

The undersigned, a Responsible Officer of the Storey Park Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the Issuer and Regions Bank, as trustee (the "Trustee"), dated as of August 1, 2015, as supplemented by that certain Supplemental Trust Indenture dated as of _____, 20__ (the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number:
- (2) Name of Payee pursuant to Acquisition Agreement:
- (3) Amount Payable:
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state costs of issuance, if applicable):
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the Issuer,
- or
- this requisition is for costs of issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive

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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 Issuer is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the Issuer.

STOREY PARK COMMUNITY DEVELOPMENT
DISTRICT

By: _____
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than costs of issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

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FIFTH SUPPLEMENTAL TRUST INDENTURE

BETWEEN
STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
AND
REGIONS BANK
as Trustee

Dated as of September 1, 2022

Authorizing and Securing
§
STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2022
(ASSESSMENT AREA FIVE PROJECT)

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THIS FIFTH SUPPLEMENTAL TRUST INDENTURE (the "Fifth Supplemental Indenture"), dated as of September 1, 2022 between the STOREY PARK COMMUNITY DEVELOPMENT DISTRICT (together with its successors and assigns, the "Issuer"), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and REGIONS BANK, a banking corporation duly organized and existing under the laws of the State of Alabama and having a corporate trust office in Jacksonville, Florida, as trustee (said banking corporation and any bank or trust company becoming successor trustee under this Fifth Supplemental Indenture being hereinafter referred to as the "Trustee");

WITNESSETH:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by Ordinance No. 2015-7 enacted by the City Council of the City of Orlando, Florida (the "City"), becoming effective on March 9, 2015 (the "Original Ordinance"); and

WHEREAS, the Original Ordinance was amended by Ordinance No. 2019-50 enacted by the City on October 7, 2019 and by Ordinance No. 2020-53 enacted by the City on November 9, 2020 whereby the boundaries of the District were contracted and expanded for a total acreage after such contraction and expansion being approximately 993.26 acres (herein, the "District Lands" or "District"), which are located entirely within the incorporated area of the City; and

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

WHEREAS, the Issuer has determined to undertake, in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of the District Lands; and

WHEREAS, the Issuer has previously adopted Resolution No. 2015-18 on March 26, 2015 (the "Original Authorizing Resolution"), authorizing the issuance of not to exceed \$51,000,000 in aggregate principal amount of its special assessment bonds (the "Bonds") to finance all or a portion of the design, acquisition and construction costs of certain improvements pursuant to the Act for the special benefit of the District Lands or portions thereof and approving the form of and authorizing the execution and delivery of a master trust indenture and supplemental indenture; and

WHEREAS, the Issuer has determined to create separate and distinct assessment areas within the District, namely "Assessment Area One," "Assessment Area Two," "Assessment Area Three," "Assessment Area Four," and "Assessment Area Five"; and

WHEREAS, to the extent not constructed by the Issuer, Lennar Homes, LLC, a Florida limited liability company (the "Developer") is the master developer of a portion of a residential community to be located within the District and may construct all of the public infrastructure necessary to serve such residential community which will be built in at least five (5) phases (herein, the "Development"), a portion of such public infrastructure is necessary to develop the fifth phase of development and will benefit the District Lands within Assessment Area Five, will

be constructed and/or purchased by the Issuer with a portion of the net proceeds of the herein described Series 2022 Bonds (such public infrastructure as described on Exhibit A is herein collectively referred to as the "Assessment Area Five Project"); and

WHEREAS, the Issuer has determined to issue its third Series of Bonds, designated as the Storey Park Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Five Project) (the "Series 2022 Bonds"), pursuant to the Master Indenture and this Fifth Supplemental Indenture (hereinafter sometimes collectively referred to as the "Indenture"); and

WHEREAS, in the manner provided herein, the proceeds of the Series 2022 Bonds will be used to provide funds for (i) the Costs of acquiring and/or constructing a portion of the Assessment Area Five Project, (ii) funding interest on Series 2022 Bonds through at least December 15, 2022, (iii) the funding of the Series 2022 Reserve Account, and (iv) the payment of the costs of the Series 2022 Bonds; and

WHEREAS, the Series 2022 Bonds will be secured by a pledge of Series 2022 Pledged Revenues (as hereinafter defined) to the extent provided herein.

NOW, THEREFORE, THIS FIFTH SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2022 Bonds, the security and payment of the principal or redemption price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2022 Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2022 Bonds by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to Regions Bank, as Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Series 2022 Pledged Revenues as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series 2022 Bonds issued hereunder, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the Indenture with respect to the Series 2022 Bonds.

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the Series 2022 Bonds issued and to be issued under this Fifth Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Fifth Supplemental Indenture) of any one Series 2022 Bond over any other Series 2022 Bond, all as provided in the Indenture.

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or redemption price of the Series 2022 Bonds issued, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2022 Bonds and

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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.

"Bonds" shall mean the Issuer's Special Assessments Bonds issued pursuant to the Master Indenture.

"Collateral Assignment" shall mean that certain instrument executed by the Developer in favor of the Issuer whereby all of the Project Documents and other material documents necessary to complete phase 5 of the Development (comprising all of the development planned for Assessment Area Five including any recreational amenities) are collaterally assigned as security for the Developer's obligation to pay the Assessment Area Five Special Assessments imposed against lands within the Assessment Area Five Project owned by the Developer from time to time.

"Continuing Disclosure Agreement" shall mean the Continuing Disclosure Agreement for the benefit of the owners of the Series 2022 Bonds, dated the date of issuance of the Series 2022 Bonds, by and among the Issuer, the dissemination agent named therein, the Developer and joined by the parties named therein, in connection with the issuance of the Series 2022 Bonds.

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

"Indenture" shall mean collectively, the Master Indenture and this Fifth Supplemental Indenture.

"Interest Payment Date" shall mean June 15 and December 15 of each year, commencing December 15, 2022, and any other date the principal of the Series 2022 Bonds is paid, including a Quarterly Redemption Date.

"Majority Holders" means the beneficial owners of more than fifty percent (50%) of the Outstanding Series 2022 Bonds.

"Master Indenture" shall mean the Master Trust Indenture, dated as of August 1, 2015, by and between the Issuer and the Trustee, as supplemented and amended with respect to matters pertaining solely to the Master Indenture or the Series 2022 Bonds (as opposed to supplements or amendments relating to any Series of Bonds other than the Series 2022 Bonds as specifically defined in this Fifth Supplemental Indenture).

"Paying Agent" shall mean Regions Bank, and its successors and assigns as Paying Agent hereunder.

"Prepayment" shall mean the payment by any owner of property within Assessment Area Five of the amount of the Assessment Area Five Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments. The term "Prepayment" also means any proceeds received as a result of accelerating and/or foreclosing the Assessment Area Five Special Assessments or as a result of a true-up payment. "Prepayments" shall include, without limitation, Series 2022 Prepayment Principal.

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the Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Fifth Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Fifth Supplemental Indenture to be and remain in full force and effect.

ARTICLE I DEFINITIONS

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

"Acquisition Agreement" shall mean that certain Acquisition Agreement relating to the acquisition of the Assessment Area Five Project, by and between the Developer and the Issuer.

"Arbitrage Certificate" shall mean that certain Arbitrage Certificate, including arbitrage rebate covenants, of the Issuer, dated the date of issuance of the Series 2022 Bonds, relating to certain restrictions on arbitrage under the Code with respect to the Bonds.

"Assessment Area Five" shall mean the area within the District that the Issuer will levy the Assessment Area Five Special Assessments as such area is described in the Assessment Resolutions.

"Assessment Area Five Project" shall mean all of the public infrastructure deemed necessary for the development of Assessment Area Five within the District generally described on Exhibit A attached hereto.

"Assessment Area Five Special Assessments" shall mean the Special Assessments levied on the assessable lands within Assessment Area Five of the District as a result of the Issuer's acquisition and/or construction of the Assessment Area Five Project, corresponding in amount to the debt service on the Series 2022 Bonds and designated as such in the methodology report relating thereto.

"Assessment Resolutions" shall mean Resolution No. 2022-11, Resolution No. 2022-12 and Resolution No. 2022-15 of the Issuer adopted on April 12, 2022, April 12, 2022 and June 14, 2022, respectively, as amended and supplemented from time to time.

"Authorized Denomination" shall mean, with respect to the Series 2022 Bonds, on the date of issuance, in the denominations of \$5,000 and any integral multiple thereof provided, however, if any initial beneficial owner does not purchase at least \$100,000 of the Series 2022 Bonds at the time of initial delivery of the Series 2022 Bonds, such beneficial owner must either execute and deliver to the Underwriter on the date of delivery of the Series 2022 Bonds the investor letter substantially in the form attached hereto as Exhibit D or otherwise establish to the

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"Quarterly Redemption Date" shall mean March 15, June 15, September 15 and December 15 of any calendar year.

"Redemption Price" shall mean the principal amount of any Series 2022 Bond payable upon redemption thereof pursuant to this Fifth Supplemental Indenture.

"Registrar" shall mean Regions Bank and its successors and assigns as Registrar hereunder.

"Regular Record Date" shall mean the first day (whether or not a Business Day) of the calendar month for which an Interest Payment Date occurs.

"Release Conditions" shall mean all of the following:

(a) all of the principal portion of the Assessment Area Five Special Assessments has been assigned to residential units that have been constructed and have been sold and closed with homebuyers; and

(b) no Event of Default under the Master Indenture has occurred, all as evidenced pursuant to Section 4.01(f) hereof.

"Resolution" shall mean, collectively, (i) Resolution No. 2015-18 of the Issuer adopted on March 26, 2015, pursuant to which the Issuer authorized the issuance of not exceeding \$51,000,000 aggregate principal amount of its Bonds to finance the construction or acquisition of public infrastructure within the District, and (ii) Resolution No. 2022-13 of the Issuer adopted on April 12, 2022, pursuant to which the Issuer authorized, among other things, the issuance of the Series 2022 Bonds in an aggregate principal amount of not exceeding \$5,000,000 to finance the acquisition of the Assessment Area Five Project, specifying the details of the Series 2022 Bonds and awarding the Series 2022 Bonds to the purchasers of the Series 2022 Bonds pursuant to certain parameters set forth therein.

"Series 2022 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 Fifth Supplemental Indenture.

"Series 2022 Bond Redemption Account" shall mean the Series 2022 Bond Redemption Account established as a separate Account within the Bond Redemption Fund pursuant to Section 4.01(g) of this Fifth Supplemental Indenture.

"Series 2022 Bonds" shall mean the \$ _____ aggregate principal amount of Storey Park Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Five Project), to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and this Fifth Supplemental Indenture, and secured and authorized by the Master Indenture and this Fifth Supplemental Indenture.

"Series 2022 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 Fifth Supplemental Indenture.

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"Series 2022 General Redemption Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2022 Bond Redemption Account pursuant to Section 4.01(g) of this Fifth Supplemental Indenture.

"Series 2022 Interest Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(d) of this Fifth Supplemental Indenture.

"Series 2022 Optional Redemption Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2022 Bond Redemption Account pursuant to Section 4.01(g) of this Fifth Supplemental Indenture.

"Series 2022 Pledged Revenues" shall mean (a) all revenues received by the Issuer from Assessment Area Five Special Assessments levied and collected on the assessable lands within Assessment Area Five of the District, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Assessment Area Five Special Assessments or from the issuance and sale of tax certificates with respect to such Assessment Area Five Special Assessments, and (b) all moneys on deposit in the Funds, Accounts and subaccounts established under the Indenture created and established with respect to or for the benefit of the Series 2022 Bonds; provided, however, that Series 2022 Pledged Revenues shall not include (A) any moneys transferred to the Series 2022 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2022 Costs of Issuance Account of the Acquisition and Construction Fund, and (C) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso).

"Series 2022 Prepayment Principal" shall mean the portion of a Prepayment corresponding to the principal amount of Assessment Area Five Special Assessments being prepaid pursuant to Section 4.05 of this Fifth Supplemental Indenture or as a result of an acceleration of the Assessment Area Five Special Assessments pursuant to Section 170.10, Florida Statutes, if such Assessment Area Five Special Assessments are being collected through a direct billing method.

"Series 2022 Prepayment Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2022 Bond Redemption Account pursuant to Section 4.01(g) of this Fifth Supplemental Indenture.

"Series 2022 Principal Account" shall mean the account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(c) of this Fifth Supplemental Indenture.

"Series 2022 Rebate Fund" shall mean the Fund so designated, established pursuant to Section 4.01(j) of this Fifth Supplemental Indenture.

"Series 2022 Reserve Account" shall mean the Series 2022 Reserve Account established as a separate Account within the Debt Service Reserve Fund pursuant to Section 4.01(f) of this Fifth Supplemental Indenture.

"Series 2022 Reserve Requirement" or "Reserve Requirement" shall mean an amount initially equal to 50% of the maximum annual debt service with respect to the initial principal amount of the Series 2022 Bonds determined on the date of issuance. Upon satisfaction of the Release Conditions, the Series 2022 Reserve Requirement shall be reduced to an amount equal to 10% of the maximum annual debt service with respect to the then Outstanding principal amount of the Series 2022 Bonds. If a portion of the Series 2022 Bonds are redeemed pursuant to Section 3.01(b)(i) or Section 3.01(b)(iii), the amount on deposit in the Series 2022 Reserve Account shall be reduced to 50% (prior to satisfaction of the Release Conditions) or 10% (after satisfaction of the Release Conditions) of the maximum annual debt service of the Series 2022 Bonds Outstanding after such extraordinary mandatory redemption. Any amount in the Series 2022 Reserve Account may, upon final maturity or redemption of all Outstanding Series 2022 Bonds be used to pay principal of and interest on the Series 2022 Bonds at that time. The initial Series 2022 Reserve Requirement shall be equal to \$_____.

"Series 2022 Revenue Account" shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 4.01(b) of this Fifth Supplemental Indenture.

"Series 2022 Sinking Fund Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(e) of this Fifth Supplemental Indenture.

"Substantially Absorbed" means the date at least 75% of the principal portion of the Assessment Area Five Special Assessments have been assigned to residential units within the District that have received certificates of occupancy.

"Underwriter" shall mean FMSBonds, Inc., the underwriter of the Series 2022 Bonds.

The words "hereof," "herein," "hereto," "hereby," and "hereunder" (except in the form of Series 2022 Bonds), refer to the entire Indenture.

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

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

[END OF ARTICLE I]

ARTICLE II THE SERIES 2022 BONDS

SECTION 2.01. Amounts and Terms of Series 2022 Bonds; Issue of Series 2022 Bonds. No Series 2022 Bonds may be issued under this Fifth Supplemental Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a) The total principal amount of Series 2022 Bonds that may be issued under this Fifth Supplemental Indenture is expressly limited to \$_____. The Series 2022 Bonds shall be numbered consecutively from R-1 and upwards.

(b) Any and all Series 2022 Bonds shall be issued substantially in the form attached hereto as Exhibit B, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution. The Issuer shall issue the Series 2022 Bonds upon execution of this Fifth Supplemental Indenture and satisfaction of the requirements of Section 3.01 of the Master Indenture; and the Trustee shall, at the Issuer's request, authenticate such Series 2022 Bonds and deliver them as specified in the request.

SECTION 2.02. Execution. The Series 2022 Bonds shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 2.03. Authentication. The Series 2022 Bonds shall be authenticated as set forth in the Master Indenture. No Series 2022 Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

SECTION 2.04. Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2022 Bonds.

(a) The Series 2022 Bonds are being issued hereunder in order to provide funds (i) for the payment of the Costs of acquiring and/or constructing a portion of the Assessment Area Five Project, (ii) to fund interest on the Series 2022 Bonds through at least December 15, 2022, (iii) to fund the Series 2022 Reserve Account in an amount equal to the initial Series 2022 Reserve Requirement; and (iv) to pay the costs of issuance of the Series 2022 Bonds. The Series 2022 Bonds shall be designated "Storey Park Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Five Project)," and shall be issued as fully registered bonds without coupons in Authorized Denominations.

(b) The Series 2022 Bonds shall be dated as of the date of initial delivery. Regularly scheduled interest on the Series 2022 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2022 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a June 15 or December 15 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to December 15, 2022, in which case from the date of initial delivery or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(c) Except as otherwise provided in Section 2.07 of this Fifth Supplemental Indenture in connection with a book entry only system of registration of the Series 2022 Bonds, the principal or Redemption Price of the Series 2022 Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Series 2022 Bonds. Except as otherwise provided in Section 2.07 of this Fifth Supplemental Indenture in connection with a book entry only system of registration of the Series 2022 Bonds, the payment of interest on the Series 2022 Bonds shall be made on each Interest Payment Date to the Owners of the Series 2022 Bonds by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at his address as it appears on the Bond Register. Any interest on any Series 2022 Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Series 2022 Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date thereof to be mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Owner of Series 2022 Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date.

SECTION 2.05. Debt Service on the Series 2022 Bonds.

(a) The Series 2022 Bonds will mature on June 15 in the years and in the principal amounts, and bear interest at the rates all set forth below, subject to the right of prior redemption in accordance with their terms.

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
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*Term Bonds

(b) Interest on the Series 2022 Bonds will be computed in all cases on the basis of a 360 day year of twelve 30 day months. Interest on overdue principal and, to the extent

lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2022 Bonds on the day before the default occurred.

SECTION 2.06. Disposition of Series 2022 Bond Proceeds. From the net proceeds of the Series 2022 Bonds received by the Trustee in the amount of \$ _____.

(a) \$ _____ derived from the net proceeds of the Series 2022 Bonds (which is an amount equal to the Series 2022 Reserve Requirement) shall be deposited in the Series 2022 Reserve Account of the Debt Service Reserve Fund;

(b) \$ _____ derived from the net proceeds of the Series 2022 Bonds shall be deposited into the Series 2022 Costs of Issuance Account of the Acquisition and Construction Fund for payment of the costs of issuing the Series 2022 Bonds;

(c) \$ _____ derived from the net proceeds of the Series 2022 Bonds shall be deposited into the Series 2022 Interest Account to pay interest on the Series 2022 Bonds on December 15, 2022; and

(d) \$ _____ representing the balance of the net proceeds of the Series 2022 Bonds shall be deposited in the Series 2022 Acquisition and Construction Account of the Acquisition and Construction Fund which the Issuer shall cause to be applied in accordance with Article V of the Master Indenture and the terms of the Acquisition Agreement.

SECTION 2.07. Book-Entry Form of Series 2022 Bonds. The Series 2022 Bonds shall be issued as one fully registered bond for each maturity of Series 2022 Bonds and deposited with The Depository Trust Company ("DTC"), New York, New York, which is responsible for establishing and maintaining records of ownership for its participants.

As long as the Series 2022 Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes hereof and in the Master Indenture. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants ("DTC Participants") and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly ("Indirect Participants"). The DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2022 Bonds ("Beneficial Owners").

Principal and interest on the Series 2022 Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC. Disbursal of such amounts to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Series 2022 Bonds, through DTC Participants and Indirect Participants.

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community development district under the Act, (ii) the Issuer has good right and lawful authority under the Act to construct and/or purchase the Assessment Area Five Project being financed with the proceeds of the Series 2022 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 own and operate the Assessment Area Five Project, (iii) all proceedings undertaken by the Issuer with respect to the Assessment Area Five Special Assessments have been in accordance with Florida law, (iv) the Issuer has taken all action necessary to levy and impose the Assessment Area Five Special Assessments, and (v) the Assessment Area Five Special Assessments are legal, valid and binding liens upon the property against which such Assessment Area Five Special 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;

(d) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2022 Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Fifth Supplemental Indenture; and

(e) A copy of the fully executed Collateral Assignment.

[END OF ARTICLE II]

During the period for which Cede & Co. is registered owner of the Series 2022 Bonds, any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall be responsible for notices to DTC Participants and DTC Participants shall be responsible for notices to Indirect Participants, and DTC Participants and Indirect Participants shall be responsible for notices to Beneficial Owners.

The Issuer and the Trustee, if appropriate, shall enter into a blanket letter of representations with DTC providing for such book-entry-only system. Such agreement may be terminated at any time by either DTC or the Issuer in accordance with the procedures of DTC. In the event of such termination, the Issuer shall select another securities depository and in that event, all references herein to DTC or Cede & Co., shall be deemed to be for reference to such successor. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Series 2022 Bonds in the form of fully registered Series 2022 Bonds in accordance with the instructions from Cede & Co.

In the event DTC, any successor of DTC or the Issuer, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Series 2022 Bonds may be exchanged for an equal aggregate principal amount of Series 2022 Bonds in other Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee.

SECTION 2.08. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the "Bond Register") for the registration, transfer and exchange of the Series 2022 Bonds, and hereby appoints Regions Bank, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. Regions Bank hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints Regions Bank as Paying Agent for the Series 2022 Bonds. Regions Bank hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

SECTION 2.09. Conditions Precedent to Issuance of the Series 2022 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2022 Bonds, all the Series 2022 Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Assessment Resolutions;
- (b) Executed copies of the Master Indenture and this Fifth Supplemental Indenture;
- (c) An opinion of Counsel to the Issuer also addressed to the Trustee substantially to the effect that (i) the Issuer has been duly established and validly exists as a

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ARTICLE III REDEMPTION OF SERIES 2022 BONDS

SECTION 3.01. Redemption Dates and Prices. The Series 2022 Bonds shall be subject to redemption at the times and in the manner provided in Article VIII of the Master Indenture and in this Article III. All payments of the Redemption Price of the Series 2022 Bonds shall be made on the dates hereinafter required. Except as otherwise provided in this Section 3.01, if less than all the Series 2022 Bonds are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee shall select the Series 2022 Bonds or portions of the Series 2022 Bonds to be redeemed randomly. Partial redemptions of Series 2022 Bonds shall be made in such a manner that the remaining Series 2022 Bonds held by each Bondholder shall be in Authorized Denominations, except for the last remaining Series 2022 Bond.

The Series 2022 Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the Redemption Price of the Series 2022 Bonds shall be made on the dates specified below.

(a) **Optional Redemption.** The Series 2022 Bonds may, at the option of the Issuer, provided written notice hereof has been sent to the Trustee at least forty-five (45) days prior to the redemption date (unless the Trustee will accept less than forty-five (45) days' notice), be called for redemption prior to maturity as a whole or in part, at any time, on or after June 15, 2031 (less than all Series 2022 Bonds of a maturity to be selected randomly), at a Redemption Price equal to the principal amount of Series 2022 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2022 Optional Redemption Subaccount of the Series 2022 Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of Series 2022 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2022 Bonds is substantially level.

(b) **Extraordinary Mandatory Redemption in Whole or in Part.** The Series 2022 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2022 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2022 Prepayment Principal deposited into the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account (taking into account the credit from the Series 2022 Reserve Account pursuant to Section 4.05 hereof) following the Prepayment in whole or in part of the Assessment Area Five Special Assessments on any assessable property within Assessment Area Five within the District in accordance with the provisions of Section 4.05 of this Fifth Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2022 Funds, Accounts and subaccounts in the Funds and Accounts (other than the Series 2022 Rebate Fund and the Series 2022 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2022 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Indenture.

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(iii) from any funds remaining on deposit in the Series 2022 Acquisition and Construction Account not otherwise reserved to complete the Assessment Area Five Project (including any amounts transferred from the Series 2022 Reserve Account) all of which have been transferred to the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account.

(c) Mandatory Sinking Fund Redemption. The Series 2022 Bonds maturing on June 15, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on June 15 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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*Maturity

The Series 2022 Bonds maturing on June 15, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on June 15 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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*Maturity

The Series 2022 Bonds maturing on June 15, 2041 are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on June 15 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

SECTION 3.02. Notice of Redemption. When required to redeem Series 2022 Bonds under any provision of this Fifth Supplemental Indenture or directed to redeem Series 2022 Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the Series 2022 Bonds to be redeemed, notice of the redemption, as set forth in Article VIII of the Master Indenture.

[END OF ARTICLE III]

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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*Maturity

The Series 2022 Bonds maturing on June 15, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on June 15 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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*Maturity

Upon any redemption or purchase of Series 2022 Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2022 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2022 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2022 Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such

**ARTICLE IV
ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS;
ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS;
REMOVAL OF ASSESSMENT AREA FIVE
SPECIAL ASSESSMENT LIENS**

SECTION 4.01. Establishment of Certain Funds and Accounts.

(a) The Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the "Series 2022 Acquisition and Construction Account." Net proceeds of the Series 2022 Bonds shall be deposited into the Series 2022 Acquisition and Construction Account in the amount set forth in Section 2.06 of this Fifth Supplemental Indenture, together with any other moneys that may be transferred to the Series 2022 Acquisition and Construction Account as provided for herein. Such moneys in the Series 2022 Acquisition and Construction Account shall be disbursed by the Trustee as set forth in Section 5.01 of the Master Indenture, the Acquisition Agreement and this Section 4.01(a), and upon disbursement, the Issuer shall apply such moneys as provided for herein and in the Acquisition Agreement. Subject to the provisions of Section 4.01(f) hereof, any moneys remaining in the Series 2022 Acquisition and Construction Account after the Completion Date, and after the expenditure of all moneys remaining therein that have not been requisitioned within thirty (30) days after satisfaction of the Release Conditions, except for any moneys reserved therein for the payment of any costs of the Assessment Area Five Project owed but not yet requisitioned, as evidenced in a certificate from the District Engineer to the Trustee, upon which the Trustee may conclusively rely, and the adoption of a resolution by the Issuer accepting the Assessment Area Five Project, as evidenced by a certificate from the District Manager delivered to the Trustee, upon which the Trustee may conclusively rely, shall be transferred by the Trustee to the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account. Subject to the provisions of Section 4.01(f) hereof, the Series 2022 Acquisition and Construction Account shall be closed upon the expenditure or transfer of all funds therein including moneys deposited therein as a result of satisfaction of the Release Conditions. Upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2022 Acquisition and Construction Account and make payment to the Person or Persons so designated in such requisition. Pursuant to the Master Indenture, the Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the "Series 2022 Costs of Issuance Account." Net proceeds of the Series 2022 Bonds shall be deposited into the Series 2022 Costs of Issuance Account in the amount set forth in Section 2.06 of this Fifth Supplemental Indenture. Upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2022 Costs of Issuance Account to pay the costs of issuing the Series 2022 Bonds. Six months after the issuance of the Series 2022 Bonds, any moneys remaining in the Series 2022 Costs of Issuance Account in excess of the amounts requested to be disbursed by the Issuer shall be deposited into the Series 2022 Interest Account. Any deficiency in the amount allocated to pay the cost of issuing the Series 2022 Bonds shall be paid from excess Series 2022 Pledged Revenues on deposit in the Series 2022 Revenue Account in accordance with Section 4.02 SEVENTH. When there are no further moneys therein, the Series 2022 Costs of Issuance Account shall be closed.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate Account within the Revenue Fund designated as the "Series 2022 Revenue Account." Assessment Area Five Special Assessments (except for Prepayments of Assessment Area Five Special Assessments which shall be identified as such by the Issuer to the Trustee and deposited in the Series 2022 Prepayment Subaccount) shall be deposited by the Trustee into the Series 2022 Revenue Account which shall be applied as set forth in Section 6.03 of the Master Indenture and Section 4.02 of this Fifth Supplemental Indenture.

(c) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2022 Principal Account." Moneys shall be deposited into the Series 2022 Principal Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Fifth Supplemental Indenture, and applied for the purposes provided therein.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2022 Interest Account." Moneys deposited into the Series 2022 Interest Account pursuant to Section 6.04 of the Master Indenture and Sections 2.06 and 4.02 of this Fifth Supplemental Indenture, shall be applied for the purposes provided therein.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish another separate Account within the Debt Service Fund designated as the "Series 2022 Sinking Fund Account." Moneys shall be deposited into the Series 2022 Sinking Fund Account as provided in Section 6.04 of the Master Indenture and applied for the purposes provided therein and in Section 3.01(c) of this Fifth Supplemental Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2022 Reserve Account." Net proceeds of the Series 2022 Bonds shall be deposited into the Series 2022 Reserve Account in the amount set forth in Section 2.06 of this Fifth Supplemental Indenture, and such moneys, together with any other moneys deposited into the Series 2022 Reserve Account shall be applied for the purposes provided therein and in this Section 4.01(f) of this Fifth Supplemental Indenture.

On each May 1 and November 1 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2022 Reserve Account and transfer any excess therein above the Reserve Requirement for the Series 2022 Bonds caused by investment earnings to the Series 2022 Acquisition and Construction Account until the Completion Date and thereafter to the Series 2022 Revenue Account.

Notwithstanding any of the foregoing, amounts on deposit in the Series 2022 Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the Series 2022 Bonds to the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account, if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Assessment Area Five Special Assessments and applied to redeem a portion of the Series 2022 Bonds is less than the principal amount of Series 2022 Bonds indebtedness attributable to such lands.

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(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Account within the Bond Redemption Fund designated as the "Series 2022 Bond Redemption Account" and within such Account, a "Series 2022 General Redemption Subaccount," a "Series 2022 Optional Redemption Subaccount," and a "Series 2022 Prepayment Subaccount." Except as otherwise provided in this Fifth Supplemental Indenture regarding Prepayments or in connection with the optional redemption of the Series 2022 Bonds, moneys to be deposited into the Series 2022 Bond Redemption Account as provided in Section 6.06 of the Master Indenture, shall be deposited to the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account.

(h) Moneys that are deposited into the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account (including all earnings on investments held therein) shall be used to call Series 2022 Bonds for the extraordinary mandatory redemption in whole, pursuant to Section 3.01(b)(ii) hereof or in part pursuant to Section 3.01(b)(iii) hereof.

(i) Moneys in the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account (including all earnings on investments held in such Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account) shall be accumulated therein to be used to call for redemption pursuant to Section 3.01(b)(i) hereof an amount of Series 2022 Bonds equal to the amount of money transferred to the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account for the purpose of such extraordinary mandatory redemption on the dates and at the price provided in such Section 3.01(b)(i) hereof.

(j) The Issuer hereby directs the Trustee to establish a Series 2022 Rebate Fund designated as the "Series 2022 Rebate Fund." Moneys shall be deposited into the Series 2022 Rebate Fund, as provided in the Arbitrage Certificate and applied for the purposes provided therein.

(k) Moneys on deposit in the Series 2022 Optional Redemption Subaccount shall be used to optionally redeem all or a portion of the Series 2022 Bonds pursuant to Section 3.01(a) hereof.

SECTION 4.02. Series 2022 Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2022 Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each December 15 commencing December 15, 2022, to the Series 2022 Interest Account of the Debt Service Fund, an amount from the Series 2022 Revenue Account equal to the interest on the Series 2022 Bonds becoming due on the next succeeding December 15, less any amounts on deposit in the Series 2022 Interest Account not previously credited;

SECOND, upon receipt but no later than the Business Day next preceding each June 15 commencing June 15, 2023, to the Series 2022 Interest Account of the Debt Service Fund, an amount from the Series 2022 Revenue Account equal to the interest on the Series 2022 Bonds becoming due on the next succeeding June 15, less any amounts on deposit in the Series 2022 Interest Account not previously credited;

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Subject to the provisions of Section 4.05 hereof, on any date the Issuer or the District Manager, on behalf of the Issuer, receives notice that a landowner wishes to prepay its Assessment Area Five Special Assessments relating to the benefited property of such landowner within Assessment Area Five within the District, or as a result of a mandatory true-up payment, the Issuer shall, or cause the District Manager, on behalf of the Issuer, to calculate the principal amount of such Prepayment taking into account a credit against the amount of the Series 2022 Prepayment Principal due by the amount of money in the Series 2022 Reserve Account that will be in excess of the applicable Reserve Requirement, taking into account the proposed Prepayment. Such excess in the Series 2022 Reserve Account shall be transferred by the Trustee to the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account, as a result of such Prepayment. The District Manager, on behalf of the Issuer, shall make such calculation within ten (10) Business Days after receiving notice of such Prepayment and shall instruct the Trustee in writing to transfer such amount of credit given to the landowner from the Series 2022 Reserve Account to the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account to be used for the extraordinary mandatory redemption of the Series 2022 Bonds in accordance with Section 3.01(b)(i) hereof. The Trustee is authorized to make such transfers and has no duty to verify such calculations. Notwithstanding the foregoing, upon satisfaction of the Release Conditions, the Trustee shall deposit such excess on deposit in the Series 2022 Reserve Account to the Series 2022 Acquisition and Construction Account and pay such amount deposited in the Series 2022 Acquisition and Construction Account to the Person or Persons designated in a requisition in the form attached hereto as Exhibit "C" submitted by the Developer to the Issuer within thirty (30) days of such transfer which requisition shall be executed by the Issuer and the Consulting Engineer. Such payment is authorized notwithstanding that the Completion Date might have been declared provided the Developer can establish, to the satisfaction of the Consulting Engineer, Costs of the Assessment Area Five Project that were not paid from moneys initially deposited in the Series 2022 Acquisition and Construction Account. In the event that there are no unreimbursed Costs to pay to the Developer, such excess moneys transferred from the Series 2022 Reserve Account to the Series 2022 Acquisition and Construction Account shall be deposited into the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account upon direction to the Trustee by the District.

In addition, upon satisfaction of the Release Conditions as evidenced by a written certificate of the District Manager delivered to the Issuer and the Trustee, stating that the Release Conditions have been satisfied and setting forth the amount of the new Series 2022 Reserve Requirement, the Trustee shall without further direction reduce the Series 2022 Reserve Requirement to ten percent (10%) of the maximum annual debt service of the then Outstanding principal amount of the Series 2022 Bonds as calculated by the District Manager. The excess amount in the Series 2022 Reserve Account shall be transferred to the Series 2022 Acquisition and Construction Account, as provided hereinabove. The Trustee may conclusively rely on such written certificate of the District Manager.

In addition, in the event of an extraordinary mandatory redemption pursuant to Section 3.01(b)(iii), the District Manager on behalf of the Issuer, shall calculate the applicable Reserve Requirement and shall communicate the same to the Trustee and the Trustee shall apply any excess in the Series 2022 Reserve Account toward such extraordinary mandatory redemption.

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THIRD, no later than the Business Day next preceding each June 15, commencing June 15, 20XX, to the Series 2022 Sinking Fund Account of the Debt Service Fund, an amount from the Series 2022 Revenue Account equal to the principal amount of Series 2022 Bonds subject to sinking fund redemption on such June 15, less any amounts on deposit in the Series 2022 Sinking Fund Account not previously credited;

FOURTH, no later than the Business Day next preceding the June 15, which is a principal payment date for any Series 2022 Bonds, to the Series 2022 Principal Account of the Debt Service Fund, an amount from the Series 2022 Revenue Account equal to the principal amount of Series 2022 Bonds Outstanding maturing on such June 15, less any amounts on deposit in the Series 2022 Principal Account not previously credited;

FIFTH, notwithstanding the foregoing, at any time the Series 2022 Bonds are subject to redemption on a date which is not a June 15 or December 15 Interest Payment Date, the Trustee shall be authorized to transfer from the Series 2022 Revenue Account to the Series 2022 Interest Account, the amount necessary to pay interest on the Series 2022 Bonds subject to redemption on such date; and

SIXTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Series 2022 Bonds remain Outstanding, to the Series 2022 Reserve Account, an amount from the Series 2022 Revenue Account equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement for the Series 2022 Bonds; and

SEVENTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be first deposited into the Series 2022 Costs of Issuance Account to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2022 Bonds and next, any balance in the Series 2022 Revenue Account shall remain on deposit in such Series 2022 Revenue Account, unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the Series 2022 Rebate Fund, in which case, the Issuer shall direct the Trustee to make such deposit thereto.

SECTION 4.03. Power to Issue Series 2022 Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2022 Bonds, to execute and deliver the Indenture and to pledge the Series 2022 Pledged Revenues for the benefit of the Series 2022 Bonds to the extent set forth herein. The Series 2022 Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Series 2022 Bonds, except as otherwise permitted under the Master Indenture. The Series 2022 Bonds and the provisions of the Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Indenture and all the rights of the Owners of the Series 2022 Bonds under the Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. Assessment Area Five Project to Conform to Consulting Engineers Report. Upon the issuance of the Series 2022 Bonds, the Issuer will promptly proceed to construct or acquire the Assessment Area Five Project, as described in Exhibit A hereto and in

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the Consulting Engineer's Report relating thereto, all pursuant to the terms and provisions of the Acquisition Agreement.

SECTION 4.05. Prepayments; Removal of Assessment Area Five Special Assessment Liens.

(a) At any time any owner of property subject to the Assessment Area Five Special Assessments may, at its option, or as a result of acceleration of the Assessment Area Five Special Assessments because of non-payment thereof or as a result of a true-up payment, shall require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the Assessment Area Five Special Assessments by paying or causing there to be paid, to the Issuer all or a portion of the Assessment Area Five Special Assessment, which shall constitute Series 2022 Prepayment Principal, plus accrued interest to the next succeeding Interest Payment Date (or the next succeeding Interest Payment Date if such Prepayment is made within forty-five (45) calendar days before an Interest Payment Date), attributable to the property subject to the Assessment Area Five Special Assessment owned by such owner. In connection with such Prepayments, in the event the amount in the Series 2022 Reserve Account will exceed the applicable Reserve Requirement for the Series 2022 Bonds as a result of a Prepayment in accordance with this Section 4.05(a) and Section 4.01(f) hereof and the resulting redemption of the Series 2022 Bonds in accordance with Section 3.01(b)(i) of this Fifth Supplemental Indenture, the excess amount shall be transferred from the Series 2022 Reserve Account to the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account as a credit against the Series 2022 Prepayment Principal otherwise required to be paid by the owner of such lot or parcel, upon written instructions to the Trustee of the District Manager on behalf of the Issuer upon which the Trustee may conclusively rely, together with a certification stating that, after giving effect to such transfers sufficient moneys will be on deposit in the Series 2022 Reserve Account to equal or exceed the then Reserve Requirement for the Series 2022 Bonds and which certificate of the District Manager will further state that, after giving effect to the proposed redemption of Series 2022 Bonds, there will be sufficient Series 2022 Pledged Revenues to pay the principal and interest, when due, on all Series 2022 Bonds that will remain Outstanding.

(b) Upon receipt of Series 2022 Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the Issuer that the Assessment Area Five Special Assessment has been paid in whole or in part and that such Assessment Area Five Special Assessment lien is thereby reduced, or released and extinguished, as the case may be.

(c) The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Series 2022 Prepayment Principal. The Trustee shall calculate the amount available for extraordinary mandatory redemption of the Series 2022 Bonds pursuant to Section 3.01(b)(i) hereof forty-five (45) days prior to each Quarterly Redemption Date and will withdraw money from the Series 2022 Reserve Account as a credit against the amount of Prepayment that is owed in an amount as directed by the Issuer or the District Manager on behalf of the Issuer in accordance with Section 4.01(f) hereof and Section 4.05(a) hereof. No Reserve Account credit shall be given if as a result the Reserve Requirement shall be less than is required after taking into account the proposed extraordinary mandatory redemption pursuant to Section 3.01(b)(i)

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**ARTICLE V
COVENANTS AND DESIGNATIONS OF THE ISSUER**

SECTION 5.01. Collection of Assessment Area Five Special Assessments. Pursuant to the terms and provisions of the Master Indenture and except as provided in the next succeeding sentence, the Issuer shall collect the Assessment Area Five Special Assessments relating to the acquisition and construction of the Project through the Uniform Method of Collection (the "Uniform Method") afforded by Chapter 197, Florida Statutes. Pursuant to the terms and provisions of the Master Indenture, the Issuer shall, pursuant to the provisions of the Assessment Resolutions, directly collect the Assessment Area Five Special Assessments levied in lieu of the Uniform Method with respect to any assessable lands within Assessment Area Five which have not yet been platted or the timing for using the Uniform Method will not yet allow for using such method, unless the Trustee at the direction of the Majority Holders directs the Issuer otherwise. In addition, and not in limitation of, the covenants contained elsewhere in this Fifth Supplemental Indenture and in the Master Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Assessment Area Five Special Assessments, and to levy the Assessment Area Five Special Assessments in such manner as will generate funds sufficient to pay debt service on the Series 2022 Bonds when due. All Assessment Area Five Special Assessments that are collected directly by the Issuer shall be due and payable by the landowner not later than thirty (30) days prior to each Interest Payment Date.

SECTION 5.02. Continuing Disclosure. Contemporaneously with the execution and delivery hereof, the Issuer has executed and delivered a Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934. The Issuer covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement applicable to it; however, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but shall instead be enforceable by mandamus or any other means of specific performance.

SECTION 5.03. Investment of Funds and Accounts. The provisions of Section 7.02 of the Master Indenture shall apply to the investment and reinvestment of moneys in the Series 2022 Accounts and subaccounts therein created hereunder.

SECTION 5.04. Additional Obligations. The Issuer covenants not to issue any other Bonds or other debt obligations secured by Assessment Area Five Special Assessments levied against the assessable lands within Assessment Area Five within the District to finance any capital Project. Such covenant shall not prohibit the Issuer from issuing refunding bonds. In addition, the Issuer covenants not to issue any other Bonds or other debt obligations secured by Special Assessments on assessable lands subject to the Assessment Area Five Special Assessments unless the Assessment Area Five Special Assessments have been Substantially Absorbed, provided the foregoing shall not preclude the imposition of Special Assessments or other non-ad valorem assessments on such lands in connection with capital projects that are necessary for health, safety or welfare reasons or to remediate a natural disaster. The Trustee and the Issuer may conclusively rely on a certificate from the District Manager with respect to the Assessment Area Five Special Assessments being Substantially Absorbed. Notwithstanding any provision in the Indenture to the contrary, upon the written consent of the Majority Holders, the Issuer may at any time issue other Bonds or debt obligations secured by Special Assessments (other than the Assessment Area Five Special Assessments) that are levied on the same

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hereof. At any time such Prepayment is not in an integral multiple of \$5,000, the Trustee shall withdraw moneys from the Series 2022 Revenue Account to round-up to an integral multiple of \$5,000 and deposit such amount into the Series 2022 Prepayment Subaccount. Notwithstanding the foregoing, the Trustee shall not be authorized to withdraw any moneys from the Series 2022 Revenue Account unless all of the deposits required under Section 4.02 hereof have or can be made to the next succeeding Interest Payment Date.

[END OF ARTICLE IV]

assessable lands within Assessment Area Five within the District that are burdened by the Assessment Area Five Special Assessments.

SECTION 5.05. Requisite Owners for Direction or Consent. Anything in the Master Indenture to the contrary notwithstanding, any direction or consent or similar provision which requires more than fifty percent (50%) of the Owners, shall in each case be deemed to refer to, and shall mean, the Majority Holders.

SECTION 5.06. Acknowledgement Regarding Series 2022 Acquisition and Construction Account Moneys Following an Event of Default. In accordance with the provisions of the Indenture, the Series 2022 Bonds are payable solely from the Series 2022 Pledged Revenues. Anything in the Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Series 2022 Bonds, (i) the Series 2022 Pledged Revenues include, without limitation, all amounts on deposit in the Series 2022 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (ii) the Series 2022 Pledged Revenues may not be used by the Issuer (whether to pay costs of the Assessment Area Five Project or otherwise) without the consent of the Majority Holders, and (iii) the Series 2022 Pledge Revenues may be used by the Trustee, at the direction or with the approval of the Majority Holders, to pay the reasonable costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The Issuer also acknowledges and agrees that from and after an Event of Default, the Trustee is authorized to exercise the Issuer's rights under the Collateral Assignment at the direction of the Majority Holders but without the consent or approval of the Issuer and the Issuer covenants not to enter into any contract regarding the Assessment Area Five Project from and after the occurrence of an Event of Default without the written direction of the Majority Holders.

[END OF ARTICLE V]

ARTICLE VI
THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

SECTION 6.01. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created and agrees to perform such trusts upon the terms and conditions set forth in the Indenture. The Trustee agrees to act as Paying Agent and Registrar for the Series 2022 Bonds.

SECTION 6.02. Trustee's Duties. The Trustee shall not be responsible in any manner for the due execution of this Fifth Supplemental Indenture by the Issuer or for the recitals contained herein (except for the certificate of authentication on the Series 2022 Bonds), all of which are made solely by the Issuer. Except as otherwise expressly stated in this Fifth Supplemental Indenture, nothing contained herein shall limit the rights, benefits, privileges, protection and entitlement inuring to the Trustee under the Master Indenture.

[END OF ARTICLE VI]

permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

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ARTICLE VII
MISCELLANEOUS PROVISIONS

SECTION 7.01. Interpretation of Fifth Supplemental Indenture. This Fifth Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2022 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Fifth Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and the Fifth Supplemental Indenture shall be read and construed as one document.

SECTION 7.02. Amendments. Any amendments to this Fifth Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 7.03. Counterparts. This Fifth Supplemental Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.04. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this Fifth Supplemental Indenture are hereby incorporated herein and made a part of this Fifth Supplemental Indenture for all purposes.

SECTION 7.05. Payment Dates. In any case in which an Interest Payment Date or the maturity date of the Series 2022 Bonds or the date fixed for the redemption of any Series 2022 Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 7.06. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2022 Bonds.

SECTION 7.07. Patriot Act Requirements of the Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

SECTION 7.08. Brokerage Confirmations. The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent

IN WITNESS WHEREOF, Storey Park Community Development District has caused this Fifth Supplemental Trust Indenture to be executed by the Chairperson or Vice Chairperson of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by the Secretary of its Board of Supervisors and Regions Bank has caused this Fifth Supplemental Trust Indenture to be executed by one of its authorized signatories, all as of the day and year first above written.

STOREY PARK COMMUNITY
DEVELOPMENT DISTRICT

[SEAL]

Attest:

By: _____
Name: _____
Title: Chairperson/Vice Chairperson
Board of Supervisors

By: _____
Name: George Flint
Title: Secretary, Board of Supervisors

REGIONS BANK, as Trustee, Paying Agent
and Registrar

By: _____
Name: Janet Ricardo
Title: Vice President and Trust Officer

STATE OF FLORIDA)
) SS:
COUNTY _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of September, 2022 by _____, Chairperson/Vice Chairperson of Storey Park Community Development District (the "Issuer"), who acknowledged that he did so sign the foregoing instrument as such officer for and on behalf of said Issuer; that the same is his free act and deed as such officer and the free act and deed of said Issuer; and that the seal affixed to said instrument is the seal of said Issuer; that he appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed, sealed with the seal of said Issuer, for the uses and purposes therein set forth. He is personally known to me or produced _____ as identification.

[NOTARIAL SEAL] Notary: _____
Print Name: _____
NOTARY PUBLIC, STATE OF _____
My commission expires _____

STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of September, 2022 by George Flint, Secretary of Storey Park Community Development District (the "Issuer"), who acknowledged that he did so sign the foregoing instrument as such officer for and on behalf of said Issuer; that the same is his free act and deed as such officer and the free act and deed of said Issuer; and that the seal affixed to said instrument is the seal of said Issuer; that he appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed, sealed with the seal of said Issuer, for the uses and purposes therein set forth. He is personally known to me or produced _____ as identification.

[NOTARIAL SEAL] Notary: _____
Print Name: _____
NOTARY PUBLIC, STATE OF _____
My commission expires _____

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of September, 2022 by Janet Ricardo, a Vice President and Trust Officer of Regions Bank, as trustee (the "Trustee"), who acknowledged that she did so sign said instrument as such officer for and on behalf of the Trustee; that the same is her free act and deed as such officer and the free act and deed of the Trustee; that she appeared before me on this day in person and acknowledged that she, being thereunto duly authorized, signed, for the uses and purposes therein set forth. She is personally known to me or produced _____ as identification.

[NOTARIAL SEAL] Notary: _____
Print Name: _____
NOTARY PUBLIC, STATE OF _____
My commission expires _____

EXHIBIT A
DESCRIPTION OF ASSESSMENT AREA FIVE PROJECT

The Project includes, but is not limited to, the following improvements:

- Stormwater management and control facilities, including, but not limited to, related earthwork;
- Water and wastewater systems;
- Onsite and offsite roadway improvements;
- Irrigation for public property;
- Undergrounding differential cost of electric utilities;
- Reclaimed water facilities;
- Landscaping and hardscaping in public rights-of-way including, but not limited to, entrance features and master signage; and
- All related soft and incidental costs.

EXHIBIT B
[FORM OF SERIES 2022 BOND]

R-1 \$ _____

**UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF ORANGE
CITY OF ORLANDO
STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BOND, SERIES 2022
(ASSESSMENT AREA FIVE PROJECT)**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issuance</u>	<u>CUSIP</u>
_____ %			86216R

Registered Owner:-----Cede & Co.-----

Principal Amount:--

KNOW ALL PERSONS BY THESE PRESENTS that the Storey Park Community Development District (the "Issuer"), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof (except while the herein defined Series 2022 Bonds are in book-entry only form such presentation shall not be required), at the designated corporate trust office of Regions Bank, as paying agent (said Regions Bank and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent"), the Principal Amount set forth above (with interest thereon at the Interest Rate per annum set forth above, computed on 360-day year of twelve 30-day months), said principal payable on the Maturity Date stated above. Principal of this Bond is payable at the designated corporate trust office of Regions Bank, located in Jacksonville, Florida, in lawful money of the United States of America. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed on each June 15 and December 15, commencing December 15, 2022 to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by Regions Bank, as registrar (said Regions Bank and any successor registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each interest payment date or the date on which the principal of a Bond is to be paid (the "Record Date"). Such interest shall be payable from the most recent interest payment date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a June 15 or December 15 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to December 15, 2022, in which case from the date of initial delivery, or unless the date of authentication hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this

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executed counterparts of which are on file at the designated corporate trust office of the Trustee in Jacksonville, Florida.

Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Series 2022 Bonds issued under the Indenture, the operation and application of the Debt Service Fund, the Series 2022 Reserve Account within the Debt Service Reserve Fund and other Funds and Accounts (each as defined in the Indenture) charged with and pledged to the payment of the principal of and the interest on the Series 2022 Bonds, the levy and the evidencing and certifying for collection, of the Assessment Area Five Special Assessments, the nature and extent of the security for the Bonds, the terms and conditions on which the Series 2022 Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the Indenture, the conditions under which such Indenture may be amended without the consent of the registered owners of the Series 2022 Bonds, the conditions under which such Indenture may be amended with the consent of the Majority Holders of the Series 2022 Bonds outstanding, and as to other rights and remedies of the registered owners of the Series 2022 Bonds.

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

It is expressly agreed by the owner of this Bond that such owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the City, the County, the State or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the County, the State or any other political subdivision thereof, for the payment of the principal of and interest on this Bond or the making of any other sinking fund and other payments provided for in the Indenture, except for Assessment Area Five Special Assessments to be assessed and levied by the Issuer as set forth in the Indenture.

By the acceptance of this Bond, the owner hereof assents to all the provisions of the Indenture.

This Bond is payable from and secured by Series 2022 Pledged Revenues, as such term is defined in the Indenture, all in the manner provided in the Indenture. The Indenture provides for the levy and the evidencing and certifying, of non-ad valorem assessments in the form of Assessment Area Five Special Assessments to secure and pay the Bonds.

The Series 2022 Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the redemption price of the Series 2022 Bonds shall be made on the dates specified below. Upon any redemption of Series 2022 Bonds other than in accordance with scheduled mandatory sinking fund redemption, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2022 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2022 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an

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Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by Regions Bank, as Trustee (said Regions Bank and any successor trustee being herein called the "Trustee"), notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the Indenture (defined below). Any capitalized term used in this Bond and not otherwise defined shall have the meaning ascribed to such term in the Indenture.

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, THE CITY OF ORLANDO, FLORIDA (THE "CITY"), ORANGE COUNTY, FLORIDA (THE "COUNTY"), THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE BONDS; HOWEVER, THE ISSUER IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, ASSESSMENT AREA FIVE SPECIAL ASSESSMENTS (AS DEFINED IN THE INDENTURE) TO SECURE AND PAY THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE CITY, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by execution of the Trustee of the certificate of authentication endorsed hereon.

This Bond is one of an authorized issue of Bonds of the Storey Park Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act") and Ordinance No. 2015-7 of the City Council of the City of Orlando, Florida (the "City") becoming effective on March 9, 2015, as such Ordinance was amended by Ordinance No. 2019-50 enacted by the City on October 7, 2019 and by Ordinance No. 2020-53 enacted by the City on November 9, 2020, designated as "Storey Park Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Five Project)" (the "Bonds" or the "Series 2022 Bonds"), in the aggregate principal amount of _____ MILLION _____ THOUSAND AND 00/100 DOLLARS (\$ _____ .00) of like date, tenor and effect, except as to number, denomination, interest rate and maturity date. The Series 2022 Bonds are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act, to pay the costs of constructing and/or acquiring the Assessment Area Five Project (as defined in the herein referred to Indenture). The Series 2022 Bonds shall be issued as fully registered bonds in authorized denominations, as set forth in the Indenture. The Bonds are issued under and secured by a Master Trust Indenture dated as of August 1, 2015 (the "Master Indenture"), as amended and supplemented by a Fifth Supplemental Trust Indenture dated as of September 1, 2022 (the "Fifth Supplemental Indenture" and together with the Master Indenture, the "Indenture"), each by and between the Issuer and the Trustee,

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increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2022 Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

Optional Redemption

The Series 2022 Bonds are subject to redemption prior to maturity at the option of the Issuer, as a whole or in part, at any time, on or after June 15, 20XX (less than all Series 2022 Bonds of a maturity to be selected randomly), at a Redemption Price equal to the principal amount of the Series 2022 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date.

Mandatory Sinking Fund Redemption

The Series 2022 Bonds maturing on June 15, 20XX are subject to mandatory sinking fund redemption on June 15 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2022 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Indenture.

	Mandatory Sinking Fund Redemption Amount
<u>Year</u>	

*Maturity _____

The Series 2022 Bonds maturing on June 15, 20XX are subject to mandatory sinking fund redemption on June 15 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2022 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Indenture.

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Year **Mandatory Sinking Fund
Redemption Amount**

Year **Mandatory Sinking Fund
Redemption Amount**

*Maturity

The Series 2022 Bonds maturing on June 15, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on June 15 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2022 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Indenture.

Year **Mandatory Sinking Fund
Redemption Amount**

*Maturity

The Series 2022 Bonds maturing on June 15, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on June 15 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2022 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Indenture.

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Notice of each redemption of the Bonds is required to be mailed by the Trustee by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of the Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Trustee or the Paying Agent, all as provided in the Indenture, the 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 Bonds or such portions thereof on such date, interest on such Bonds or such portions thereof so called for redemption shall cease to accrue, such 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 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Trustee or the Paying Agent. Further notice of redemption shall be given by the Trustee to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Notwithstanding the foregoing, the Trustee is authorized to give conditional notice of redemption as provided in the Master Indenture.

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

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 Bond which remain unclaimed for three (3) years after the date when such Bond has become due and payable, either at its stated maturity date or by call for earlier redemption shall be paid to the Issuer, thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the Issuer deposits or causes to be deposited with the Trustee funds or Defeasance Securities (as defined in the Master Indenture) sufficient to pay the principal or Redemption Price of any 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 Bonds as to the trust estate with respect to such Bonds shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

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

The Issuer shall keep books for the registration of the Bonds at the designated corporate trust office of the Registrar in Jacksonville, Florida. Subject to the restrictions contained in the

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*Maturity

Extraordinary Mandatory Redemption in Whole or in Part

The Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2022 Prepayment Principal deposited into the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account (taking into account the credit from the Series 2022 Reserve Account pursuant to Section 4.05 of the Fifth Supplemental Indenture) following the Prepayment in whole or in part of the Assessment Area Five Special Assessments on any assessable property within Assessment Area Five within the District in accordance with the provisions of Section 4.05 of the Fifth Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2022 Funds, Accounts and Subaccounts in the Funds and Accounts (other than the Series 2022 Rebate Fund and the Series 2022 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2022 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Indenture.

(iii) from any funds remaining on deposit in the Series 2022 Acquisition and Construction Account not otherwise reserved to complete the Assessment Area Five Project (including any amounts transferred from the Series 2022 Reserve Account) all of which have been transferred to the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account.

Except as otherwise provided in the Indenture, if less than all of the Bonds subject to redemption shall be called for redemption, the particular such Bonds or portions of such Bonds to be redeemed shall be selected randomly by the Trustee, as provided in the Indenture.

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Indenture, the Bonds may be transferred or exchanged by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Indenture. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

The Issuer, the Trustee, the Paying Agent and the Registrar shall deem and treat the person in whose name any Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Bond shall be overdue) for the purpose of receiving payment of or on account of the principal of and interest on such Bond as the same becomes due, and for all other purposes. All such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in connection with the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, including particularly the Act, and that the issuance of this Bond, and of the issue of the Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

IN WITNESS WHEREOF, Storey Park Community Development District has caused this Bond to be signed by the facsimile signature of the Chairperson/Vice Chairperson of its Board of Supervisors and a facsimile of its seal to be imprinted hereon, and attested by the facsimile signature of the Secretary of its Board of Supervisors, all as of the date hereof.

STOREY PARK COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chairperson/Vice Chairperson
Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

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CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds delivered pursuant to the within mentioned Indenture.

Date of Authentication: _____

REGIONS BANK, as Trustee

By: _____
Vice President and Trust Officer

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STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Ninth Judicial Circuit of Florida, in and for Orange County, Florida, rendered on the 21st day of July, 2015.

STOREY PARK COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chairperson/Vice Chairperson
Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

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ABBREVIATIONS

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

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with rights of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - _____ Custodian _____
(Cust) (Minor)

Under Uniform Transfer to Minors Act _____
(State)

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

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ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(please print or typewrite name and address of assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Signature Guarantee:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Please insert social security or other identifying number of Assignee.

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EXHIBIT C

FORMS OF REQUISITIONS

STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2022
(ASSESSMENT AREA FIVE PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Storey Park 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 Regions Bank, as trustee (the "Trustee"), dated as of August 1, 2015, as supplemented by that certain Fifth Supplemental Trust Indenture dated as of September 1, 2022 (collectively, 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 pursuant to Acquisition Agreement:
- (D) Amount Payable:
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2022 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the Series 2022 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area Five Project; and
- 4. each disbursement represents a cost of Assessment Area Five Project which has not previously been paid.

STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2022
(ASSESSMENT AREA FIVE PROJECT)

(Costs of Issuance)

The undersigned, a Responsible Officer of the Storey Park 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 Regions Bank, as trustee (the "Trustee"), dated as of August 1, 2015, as supplemented by that certain Fifth Supplemental Trust Indenture dated as of September 1, 2022 (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:

Series 2022 Costs of Issuance Account of the Acquisition and Construction Fund

The undersigned hereby certifies that:

- 1. this requisition is for costs of issuance payable from the Series 2022 Costs of Issuance Account that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Series 2022 Costs of Issuance Account;
- 3. each disbursement set forth above was incurred in connection with the issuance of the Series 2022 Bonds; and
- 4. each disbursement represents a cost of issuance which has not previously been paid.

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

The undersigned hereby further certifies that 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.

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

STOREY PARK COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: _____

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area Five Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Consulting Engineer

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

Attached hereto are originals or copies of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

STOREY PARK COMMUNITY DEVELOPMENT
DISTRICT

By: _____
Responsible Officer

Date: _____

**EXHIBIT D
FORM OF INVESTOR LETTER**

[Date]

FMSBonds, Inc.
20660 W. Dixie Highway
North Miami Beach, FL 33180

Re: \$ _____ Storey Park Community Development District Special Assessment
Bonds, Series 2022 (Assessment Area Five Project)

Ladies and Gentlemen:

The undersigned is authorized to sign this letter [on behalf of Name of Non-Individual Investor], as the beneficial owner (the "Investor") of \$ _____ of the above-referenced Bonds [state maturing on June 15, _____, bearing interest at the rate of ___% per annum and CUSIP #] (herein, the "Investor Bonds").

In connection with the purchase of the Investor Bonds by the Investor, the Investor hereby makes the following representations upon which you may rely:

1. The Investor has authority to purchase the Investor Bonds and to execute this letter, any other instruments and documents required to be executed by the Investor in connection with the purchase of the Investor Bonds.

2. The Investor meets the criteria of an "accredited investor" as described in one or more of the categories derived from Rule 501(a) under Regulation D of the Securities Act of 1933, as amended (the "Securities Act") summarized below, and therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations including those which are not rated or credit-enhanced, to be able to evaluate the risks and merits of the investment represented by the Bonds. Please check the appropriate box below to indicate the type of accredited investor:

a bank, registered broker, dealer or investment adviser (or investment adviser exempt from registration under Section 203(l) or (m) within the meaning of the Investment Advisers Act of 1940), insurance company, registered investment company, business development company, small business investment company; or rural business investment company;

an employee benefit plan, within the meaning of the Employee Retirement Income Security Act of 1974, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the employee benefit plan has total assets in excess of \$5 million;

an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, corporation, Massachusetts or similar business trust partnership, or limited liability company, not formed for the specific purpose of acquiring the Investor Bonds with assets exceeding \$5 million;

D-1

- a business in which all the equity owners are "accredited investors";
- a natural person who has individual net worth, or joint net worth with the person's spouse or spousal equivalent, that exceeds \$1 million at the time of the purchase, excluding the value of the primary residence of such person, except that mortgage indebtedness on the primary residence shall not be included as a liability;
- a natural person with income exceeding \$200,000 in each of the two most recent years or joint income with a spouse or spousal equivalent exceeding \$300,000 for those years and a reasonable expectation of the same income level in the current year;
- a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Investor Bonds whose purchase is directed by a sophisticated person;
- an entity, of a type other than those set forth above, that owns investments in excess of \$5,000,000 and that was not formed for the specific purpose of acquiring the Investor Bonds;
- a natural person holding in good standing one or more professional certifications or designations or credentials from a designated accredited educational institution qualifying an individual for "accredited investor" status;
- a "family office" with at least \$5,000,000 in assets under management, that was not formed for the specific purpose of acquiring the Investor Bonds, and whose prospective investment is directed by a person capable of evaluating the merits and risks of the prospective investment; or
- a "family client" of a family office described in the prior bullet point whose prospective investment is directed by that family office.

3. The Investor has been supplied with an (electronic) copy of the Preliminary Limited Offering Memorandum dated _____, 2022 of the Issuer and relating to the Bonds (the "Offering Document") and has reviewed the Offering Document and represents that such Offering Document has provided full and meaningful disclosure in order to make an informed decision to invest in the Investor Bonds.

D-2

Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Indenture.

Very truly yours,

[Name], [Type of Entity]

By: _____
Name: _____
Title: _____
Date: _____

Or

[Name], an Individual

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APPENDIX B

PROPOSED FORM OF OPINION OF BOND COUNSEL

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FORM OF BOND COUNSEL OPINION

Upon delivery of the Bonds (as defined below) in definitive form, Greenberg Traurig, P.A., as Bond Counsel, proposes to render its final approving opinion with respect to such Bonds in substantially the following form:

_____, 2022

Board of Supervisors of the Storey Park
Community Development District
City of Orlando, Florida

**§ _____
STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2022
(ASSESSMENT AREA FIVE PROJECT)**

Dear Board Members:

We have acted as bond counsel in connection with the issuance by the Storey Park Community Development District (the “District”) of its \$_____ in aggregate principal amount of Special Assessment Bonds, Series 2022 (Assessment Area Five Project) (the “Bonds”), issued and delivered on this date pursuant to the constitution and laws of the State of Florida, particularly, the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and other applicable provisions of law (collectively, the “Act”) and Resolution No. 2015-18, adopted by the Board of Supervisors of the District (the “Board”) on March 26, 2015, as supplemented by Resolution No. 2022-13, adopted by the Board on April 12, 2022 (collectively, the “Bond Resolution”). The Bonds are being issued and secured under that certain Master Trust Indenture, dated as of August 1, 2015 (the “Master Indenture”), as supplemented by that certain Fifth Supplemental Trust Indenture, dated as of September 1, 2022 (the “Fifth Supplement” and, together with the Master Indenture, the “2022 Indenture”), each by and between the District and Regions Bank, as trustee (the “Trustee”). Capitalized terms used herein without definitions have the meanings ascribed thereto in the 2022 Indenture.

The Bonds are being issued for the primary purpose of financing certain public infrastructure deemed necessary to develop Assessment Area Five within the District.

In order to secure the payment of the Bonds, and subject to the terms of the 2022 Indenture, the District has pledged to the holders of the Bonds, and granted a lien to the holders of the Bonds on, the Series 2022 Pledged Revenues.

In connection with this opinion, we have examined the Act, certified copies of the Resolution, the 2022 Indenture, the Arbitrage Certificate, a transcript of the proceedings related to the issuance of the Bonds and such other documents and opinions as we have deemed necessary to render this opinion, and are relying on certain findings, covenants and agreements of the District set forth therein and such certified copies of the proceedings of the District and such other documents and opinions as we have deemed necessary to render this opinion. As to the questions of fact material to our opinion, we have relied upon representations of the District furnished to us, without undertaking to verify such representations by independent investigation. We have also relied upon certain certifications and representations provided by Lennar Homes, LLC as the primary developer within Assessment Area Five within the District that is subject to the Series 2022 Special Assessments comprising the Series 2022 Pledged Revenues.

Based on the foregoing, we are of the opinion that:

1. The District has the power to authorize, execute and deliver the 2022 Indenture, to perform its obligations thereunder and to issue the Bonds.
2. The 2022 Indenture has been duly authorized, executed and delivered by the District. The 2022 Indenture creates a valid pledge of the Series 2022 Pledged Revenues and constitutes a valid and binding obligation of the District enforceable against the District in accordance with its terms.
3. The issuance and sale of the Bonds have been duly authorized by the District and, assuming the due authentication thereof, the Bonds constitute valid and binding limited obligations of the District, payable in accordance with, and as limited by, the terms of the 2022 Indenture.
4. The Internal Revenue Code of 1986, as amended (herein, the “Code”) includes requirements which the District must continue to meet after the issuance of the Bonds in order that interest on the Bonds not be included in gross income for federal income tax purposes. The failure of the District to meet these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to their date of issuance. The District has covenanted in the 2022 Indenture to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds.

Under existing statutes, regulations, rulings and court decisions, subject to the assumption stated in the following paragraph, interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes and, furthermore, interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals.

In rendering the opinion expressed above, we have assumed continuing compliance with the tax covenants referred to above that must be met after the issuance of the Bonds in order that interest on the Bonds not be included in gross income for federal income tax purposes.

The Bonds and interest thereon are not subject to taxation under the laws of the State of Florida except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined in Chapter 220.

We express no opinion regarding other federal or any state tax consequences resulting from the ownership, receipt or accrual of interest on, or disposition of the Bonds.

In rendering the foregoing opinions we have assumed the accuracy and truthfulness of all public records and of all certifications, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We have also assumed the genuineness of the signatures appearing upon such public records, certifications, documents and proceedings.

The opinions set forth herein are subject to state and federal laws relating to bankruptcy, insolvency, reorganization, moratorium and similar laws, and to equitable principles, affecting the enforcement of creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

We wish to call to your attention that the Bonds are limited obligations of the District payable solely from the Series 2022 Pledged Revenues and neither the full faith and credit nor the taxing power of the District, the City of Orlando, Florida, Orange County, Florida, the State of Florida or any other political subdivision thereof is pledged as security for the payment of the Bonds. The Bonds do not constitute an indebtedness of the District within the meaning of any constitutional or statutory provision or limitation.

Respectfully submitted,

GREENBERG TRAURIG, P.A.

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APPENDIX C

ENGINEER'S REPORT

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Storey Park
Community Development District
ENGINEER'S REPORT

Revision 7 – Parcel K Boundary Expansion

Prepared For

Storey Park Community Development District

Date

February 22, 2021

POULOS & BENNETT

2602 E. Livingston St. | Orlando, Florida 32803 | Tel: 407.487.2594 | www.poulosandbennett.com
FBPE Certificate of Authorization No. 2856

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<i>Exhibit 17</i>	<i>City of Orlando Specific Parcel Master Plan Parcel K</i>
<i>Exhibit 18</i>	<i>Assessment Area Five Boundary Survey</i>

Section 1 Introduction

1.2. Location and General Description

The Wewahootee Planned Development (PD) (f.k.a. Innovation Place PD) (the "Development") is a mixed-use planned project located within the City of Orlando in Orange County, Florida, Sections 32 and 33, Township 23 South, Range 31 East and Sections 2,3,4,5,8,9,10,1,15, and 16 Township 24 South, Range 31 East. The Development is located east of SR 417 and north of Wewahootee Road and is approximately 1266 acres +/- (See Exhibits 1 & 2). Zoning for the Development was approved by the City of Orlando as the Wewahootee PD on December 16, 2013.

The Storey Park Community Development District (the "District") consists of a portion of the Development and the District includes approximately 993.3 acres (see Exhibits 3 and 10).

In October 2019, the District approved a contraction of the District. This contraction included the extraction of 14.94 acres within Assessment Area One, which was planned for 30 multifamily units and 82,000 square-foot commercial development. In November 2020, the District approved an expansion of the District to add Parcel K-1. The expansion includes 147.4 acres and is planned for 588 residential units.

1.3. District Purpose and Scope

The District was established for the purpose of financing, acquiring or constructing, maintaining and operating a portion of the public infrastructure necessary for community development within the District. The purpose of this report is to provide a description of the public infrastructure improvements financed and to be financed by the District. The District has and will finance, acquire and/or, construct, operate, and maintain certain public infrastructure improvements that are needed to serve the Development. A portion of the infrastructure improvements will be financed with the proceeds of bonds issued by the District.

The built and proposed public infrastructure improvements, as outlined herein, are necessary for the development of the District as required by the applicable independent unit of local government.

Description of Land Use

The lands within the District encompass approximately 993.3 acres. Based on the PD the development program allows for construction of 1,757 residential units (1,201 single family detached/attached units and 556 multifamily units) and 82,000 square feet of commercial development. The approved land uses within the District include the following areas. Exhibits 10, 11, 15 and 16 provide detail on land use locations and the development program.

Proposed Development	Approximate Acres
Office Low Intensity ⁽¹⁾	549.5
Neighborhood Activity Center	17.2
Conservation	342.8
Existing Lake/Conservation	30.3
Roads	32.4

(1) Per City of Orlando Code 58.281, Office Low Intensity includes residential land use. The development program can be amended based on the Trip equivalency conversion matrix approved with the PD.

Section 2 Government Actions

The following are the permitting agencies that will have jurisdiction for approval of construction within the District. Depending on the location and scope of each project design, the individual permits that need to be obtained will need to be evaluated; not all will necessarily apply to every sub-phase within the District.

Permitting Agencies & Permits Required

1. City of Orlando
 - a. Specific Parcel Master Plan
 - b. Preliminary Plat
 - c. Mass Grading (optional)
 - d. Final Engineering Construction Plan Approval
 - e. Final Plat
2. South Florida Water Management District
 - a. Environmental Resource Permit
 - i. Mass Grading/Master Stormwater Construction
 - ii. Final Engineering for Onsite Improvements
 - b. Water Use Permit (Dewatering)
 - i. Mass Grading/Master Storm
 - ii. Final Engineering for Onsite Improvements
3. Orange County Utilities
 - a. Final Engineering Construction Plans –Water, Sewer, and Reclaimed Water Distribution Systems
4. Florida Department of Environmental Protection (FDEP)
 - a. Water Distribution System
 - b. Sanitary Sewer System
 - c. National Pollutant Discharge Elimination System (NPDES)
5. FEMA
 - a. Conceptual Letter of Map Revision – Fill (CLOMR-F)

- b. Letter of Map Revision – Fill (LOMR-F)
6. Army Corp of Engineers
7. Florida Fish and Wildlife Conservation Commission (FWC)
8. Florida Gas

Please refer to Exhibit 14 for a detailed summary of the permits obtained or under review within the Development as a whole and/or District alone. It is our opinion that there are no technical reasons existing at this time which would prohibit the implementation of the capital improvements for the District and the public infrastructure as presented herein and that all permits not issued, which are necessary for the District and public infrastructure to proceed, will be obtained during the ordinary course of development.

Section 3 Infrastructure Benefit

The District will fund, and in certain cases maintain and operate public infrastructure yielding two types of public benefits. These benefits include:

- Project wide public benefits
- Incidental public benefits

The project wide public benefits are provided by infrastructure improvements that serve all lands in the District. These public infrastructure improvements include construction of the master stormwater management system, the sanitary sewer, potable water, and reclaimed water mains, roadway network, perimeter landscape and irrigation improvements.

Incidental public benefits include those benefits received by the general public who do not necessarily reside or own land within the District. The general public will benefit from the improvements provided by the District including the regional transportation improvements, water, sewer, and reclaimed water main extensions along Dowden Road and Storey Park Boulevard.

The proposed capital improvements identified in this report are intended to provide specific benefit to the assessable real property within the boundaries of the District. As the property is currently undeveloped, the construction and maintenance of the proposed infrastructure improvements are necessary and will benefit the property for the intended use as a mixed use community. The District can construct, acquire, own, operate and/or maintain any or all of the proposed infrastructure. Lennar Homes, LLC (the Developer) or other party/parties will construct and fund the infrastructure outside of the District and/or not funded by the District.

Section 4 Capital Improvement Plan

The District capital improvements will connect and interact with the adjacent offsite roads, stormwater management systems, potable water, reclaimed water, and sewer systems. The proposed infrastructure improvements addressed by this report include elements internal and external to the District. The elements include the master stormwater management and drainage systems, roadway improvements, landscaping, street lighting, pavement markings and signage, as well as potable watermain, reclaimed watermain and sewer extensions required to provide utility service to the District. Detailed descriptions of the proposed capital improvements are provided in the following sections and Exhibits 5 through 9. Exhibit 13, details the Cost

Opinion for the District's capital improvement plan.

The Capital Improvement Plan will be constructed and financed in logical segments, as property within the District is developed by the Developer. The District issued its first series of tax-exempt bonds for the property referred to as "Assessment Area One" in 2015. Assessment Area One consists of approximately 194 acres of land owned by the Developer and planned for approximately 701 residential units and 82,000 square feet of commercial space, and are hereby designated as "Area 1" and "Area 2" on Exhibit 11. The Capital Improvement Plan for Assessment Area One provides benefit to the residential units and commercial space in Assessment Area One and, once completed, the Capital Improvement Plan for Assessment Area One can exist without the remaining portions of the Capital Improvement Plan being completed.

The District issued its bonds for Assessment Area Two in 2018. Assessment Area Two consists of approximately 89 acres of land owned by the Developer and planned for approximately 263 residential units. Assessment Area Two is hereby designated as Area 3 and Area 4 on Exhibit 11.

The District issued its bonds for Assessment Area Three in 2019. Assessment Area Three consists of approximately 69 acres of land owned by the Developer and planned for approximately 205 residential units. Assessment Area Three is designated as Area 5 and Area 6 on Exhibit 11.

Assessment Area Four is anticipated to be the next series of bond issuance in 2021. Assessment Area Four consists of approximately 101 acres of land owned by the Developer and planned for approximately 357 residential units. Assessment Area Four is hereby designated as Area 10 and Area 11 on Exhibit 11.

Assessment Area Five is anticipated to be the following series of bond issuance in 2022. Assessment Area Five consists of approximately 42.3 acres of land owned by the Developer and planned for approximately 231 residential units. Assessment Area Five is designated as Area 12 on Exhibit 11.

There may, however, be certain developer obligations under permits or agreements, including offsite improvements, that the Developer will be obligated to complete even if the remaining portions of the Capital Improvement Plan are not completed.

Section 5 Description of Capital Improvement Plan

5.1 Roadway Improvements

The District will fund roadway construction internal to the District consisting of local roadways and public alleys. Exhibit 5, Roadway Ownership Map, provides a graphical representation of the proposed improvements. All such local roadways or alleys will be open to the public.

Dowden Road, Storey Park Boulevard, and Story Time Drive, within the CDD boundary, was constructed and funded by the Developer and, per the Annexation and Development Agreement, dated September 23, 2013 ("Annexation Agreement"), the City of Orlando provided impact fee credits for the construction costs associated with Dowden Road, Storey Park Boulevard, and Story Time Drive. These three roadways are not included in the District's capital improvement plan since they are impact fee eligible.

In addition to roadway construction, the Developer is obligated, per the Annexation Agreement, to pay a Transportation Proportionate Share for Off-site Roadway Improvements. Transportation Phase 1 payments have been identified to fund improvements to existing Narcoossee Road (Goldenrod to Lee Vista) and existing Dowden Road (Narcoossee to SR 417). The obligation for payment of the Phase 1 proportionate share, based on segments of land ownership area and development program, is as follows:

Transportation Prop. Share Phase 1	Percent	Fee Amount
Developer (“Lennar”)	48.16%	\$1,544,365

The Developer payment amount of \$1,544,365 has been included as part of the District capital improvement plan costs since it is a required cost of public improvements and the proportionate share payment is not impact fee credit eligible. Any payment made by the Developer will be a payment made on behalf of the District. This amount correlates to the land area and development program within the District boundary. Payment of the Transportation Proportionate share is due to the City following approval of each Specific Parcel Master Plan (SPMP) based on the number of lots approved.

5.2 Stormwater Management

The District will fund the construction of the master stormwater management system for the lands within the District. This system is made up of wet detention stormwater treatment ponds, control structures, spreader swales, inlets, manholes and storm pipes. The proposed ponds and outfall structures have been designed to provide water quality treatment and attenuation in accordance with the City of Orlando and South Florida Water Management District regulations. The stormwater management system has been designed to accommodate on-site runoff in addition to offsite flows which have historically entered the project site. Exhibit 6A, Post-Development Basin Map and Exhibit 6B, Stormwater Management Map, provide graphical representations of the stormwater management system.

5.3 100-Year Floodplain

Pursuant to the Federal Emergency Management Agency’s (FEMA) Flood Insurance Rate Map (FIRM) panels 12097C 0060G dated June 18, 2013, portions of the project site are located within the 100-year flood zones, Zone AE and Zone A. Areas located within Zone AE are designated by FEMA with a determined 100-year flood elevation; areas within Zone A are identified as within the 100-year floodplain but with an undetermined elevation. Exhibit 6C, FEMA 100-Year Floodplain details the floodplain limits relative to the District boundaries. The majority of the property within the District lies within FEMA Zone X, which is outside of the 500 year flood zone.

Any filled areas below the 100-year flood elevation will result in impacts which will require mitigation in the form of a volume-for-volume match between floodplain impacts and compensating storage. Detailed floodplain fill impact and compensating storage calculations were prepared and approved with the Master Drainage Plan and SFWMD ERP Permit approved by SFWMD and City of Orlando. Note, the compensating storage for the Development was prepared for the Development as a whole. Because the District will be developed in phases, special attention will need to be provided to the location of the floodplain compensating storage as it will not always be located within the same parcel. As of February 2015, an application was currently under review by FEMA for a Conditional Letter of Map Revision based on Fill (CLOMR-F) which provides

conceptual approval of the fill to be placed on the property which would remove areas of the Development from Zone AE. After fill has been placed, survey elevations will be required and a Letter of Map Revision based on fill LOMR-F will be required to receive final approval from FEMA that Development areas are located outside of Zone AE and therefore removed from the 100-year floodplain. The District capital improvement costs for fill are associated only with capital improvements and the District will not finance the cost of any fill placed or stored on any private lands within the District.

5.4 Potable Water, Reclaimed Water, & Wastewater Utilities

Potable water service for the Development will be provided by Orange County Utilities (OCU). A Master Utility Plan (MUP) was approved by OCU for the Development in September 2014 (report dated July 25, 2014). The MUP established phasing based on available capacity within OCU existing infrastructure with future phases dependent on regional improvements to be completed by OCU as Capital Improvement Projects (CIP).

OCU has multiple projects under design and/or construction that will provide additional service capacity to this region. Exhibits 7B, 8B, and 9B provide details on the locations of the Regional Utilities Infrastructure Improvements. The regional improvements include:

- Eastern Service Area Storage and Re-pump Facility
- Dowden Road - 20 inch watermain, 20 inch forcemain
- Storey Park Boulevard – 36 inch watermain, 20 inch reclaimed watermain, 20 inch forcemain
- Story Time Drive – 20 inch watermain, 12 inch reclaimed watermain,
- Connections from Lee Vista to Storage and Re-pump Facility – 30 inch watermain, 24 inch reclaimed watermain

The MUP utilities infrastructure design for the Development includes three phases, Phase 1, Phases 1-3 and Build-out. Note Phases 1-3 are located within Area 1 (within Assessment Area One) identified on Exhibit 11.

- Phase 1 development includes 90 residential units associated with Storey Park Phase 1 Construction Plans. This project was completed on February 2015.
- Phase 1-3 development includes portions of Parcels I and J (the Developer owned property west of Story Time Drive). The design of the water, sewer, and reclaimed water systems to serve the Phase 1 and Phase 1-3 development is based on the connection to the existing 16 inch water main, 16 inch force main, and 16 inch reclaimed water main located southwest of Storey Park along Moss Park Road. Phase 1-3 accounts for Residential and Office/Recreational Uses totaling 385 Equivalent Residential Units (ERU).
- The design for the build-out development includes capacity that will be available once the proposed OCU CIP projects listed above are completed and connected to OCU's eastern regional facilities. Build-out condition requires construction of the OCU CIP projects to provide capacity for the full development program within the Development.

Points of connection for Phase 1-3 of the Development are located along existing Moss Park Road west of the Development. Existing utilities at the point of connection include 16" watermain, 16" reclaimed watermain, and 16" forcemain. The infrastructure along Storey Park Boulevard to the point of connection at Moss Park Road was designed, permitted and constructed with the Phase 1 Construction Plans.

5.4.1 Potable Water Distribution System

The District will fund the construction of the water distribution system within the District. The potable water

system will be conveyed to, and owned and maintained by OCU once it has been certified complete. The main sizing within the District will be required to be designed and constructed based on the approved MUP. Exhibit 7A, Potable Water Distribution System Map, provides a graphical representation of the watermains to be constructed within the District.

5.4.2 Reclaimed Water Distribution System

The District will fund the construction of the reclaimed water distribution system within the District. The reclaimed water system will be conveyed to, and owned and maintained by OCU once it has been certified complete by the District. The main sizing within the District will be required to be designed and constructed based on the approved MUP. Exhibit 8A, Reclaimed Water Distribution System Map, provides a graphical representation of the proposed system within the District.

5.4.3 Wastewater System

The District will fund the construction of the gravity sewer, forcemain, and lift station infrastructure within the District. The wastewater system will be conveyed to, and owned and maintained by OCU once it has been certified complete by the District. The main sizing and lift stations within the District will be required to be designed and constructed based on the approved MUP. Exhibit 9A, Wastewater System Map, provides a graphical representation of the proposed system within the District.

5.5 Landscape & Hardscape

The District will fund landscape and hardscape construction and maintenance which may include perimeter landscape buffers, master signage, way finding signage, entry hardscape features, entry landscape, amenity area landscape and hardscape, pedestrian/multi-purpose trails, and street trees. The District will own and maintain foregoing improvements. All such improvements will be located on District lands or whereby the District will have a permanent easement.

5.6 Electrical Distribution and Street Lights

The District will fund the differential cost of installation of underground electric service to the District. The District will fund, with its operating funds, the installation, leasing, and/or monthly service charges associated with the upgraded street lighting fixtures along CDD owned and maintained roadways within the District. Duke Energy will own and maintain the electric and street light infrastructure.

5.7 Professional and Inspection Fees

In order to design, permit, and construct the proposed District capital improvement plan, professional services are required by various consultants. The consultants required are: civil engineer, geotechnical, planner, environmental, surveying, and landscape architect. During construction, the various permitting agencies will observe and inspect the project. Each of the agencies will charge an inspection fee to cover the costs associated with an inspector visiting the site to observe construction progress and confirm that the project is constructed in accordance with their respective approved plans, permits, rules, and regulations. A proportionate share of the Professional Services and Inspections Fees are included in the costs for the District capital improvement plan.

5.8 Construction Schedule

As of February 2021, the following is the anticipated schedule for the entitlements necessary for the District and construction of the District's capital improvement plans.

TASK TO BE COMPLETED	ACTUAL DATE OF COMPLETION
1. Entitlements	
a) Land Use/Zoning	December 2013
b) City of Orlando Preliminary Plat Approval - Phases 1-8	April 2014
c) City of Orlando Specific Parcel Master Plan Approval - Phase 1-8	April 2014
d) City of Orlando Engineering Plan Approval - Phase 1	September 2014
e) Orange County Utilities Plan Approval - Phase 1	November 2014
f) FDEP Sewer and Water Permits - Phase 1	December 2014
g) SFWMD ERP Application Approval - Phase 1	August 2014
h) ACOE Permit Approval	January 2012
i) Platting Phase 1	August 2015
2. Construction/Site Work (Phase 1 90 single family lots)	ACTUAL DATE OF COMPLETION
a) Roadways and Alleys	July 2015
b) Stormwater Improvements	April 2015
c) Infrastructure and Earthworks	January 2015
d) Potable Water Distribution	May 2015
e) Reclaimed Water Distribution	June 2015
f) Sanitary Sewer System	July 2015
g) Off-site Transportation Improvements (Dowden Road)	August 2015
h) Amenities	August 2015
i) Electrical Distribution & Street Lights	August 2015
3. Construction/Site Work (Phase 2 144 Single Family & Townhome lots)	ACTUAL DATE OF COMPLETION
a) Roadways and Alleys	September 2015
b) Stormwater Improvements	July 2015
c) Infrastructure and Earthworks	May 2015
d) Potable Water Distribution	August 2015
e) Reclaimed Water Distribution	August 2015
f) Sanitary Sewer System	August 2015
g) Amenities	October 2015
h) Electrical Distribution & Street Lights	October 2015

4. Construction/Site Work (Phase 3 149 Single Family & Townhome lots)	ACTUAL DATE OF COMPLETION
a) Roadways and Alleys	May 2017
b) Stormwater Improvements	April 2017
c) Infrastructure and Earthworks	April 2017
d) Potable Water Distribution	May 2017
e) Reclaimed Water Distribution	May 2017
f) Sanitary Sewer System	May 2017
g) Amenities	December 2017
h) Electrical Distribution & Street Lights	August 2017
5. Construction/Site Work (Phase 4 118 Single Family & Townhome lots)	ACTUAL DATE OF COMPLETION
a) Roadways and Alleys	October 2017
b) Stormwater Improvements	May 2017
c) Infrastructure and Earthworks	September 2017
d) Potable Water Distribution	August 2017
e) Reclaimed Water Distribution	August 2017
f) Sanitary Sewer System	August 2017
g) Amenities	December 2017
h) Electrical Distribution & Street Lights	December 2017
6. Construction/Site Work (Parcel L Phase 1 150 Single Family & Townhome lots)	ACTUAL DATE OF COMPLETION
a) Roadways and Alleys	December 2017
b) Stormwater Improvements	December 2017
c) Infrastructure and Earthworks	December 2017
d) Potable Water Distribution	April 2019
e) Reclaimed Water Distribution	April 2019
f) Sanitary Sewer System	April 2019
g) Amenities	2021
h) Electrical Distribution & Street Lights	December 2017
7. Construction/Site Work (Parcel L Phase 2 143 Single Family & Townhome lots)	ACTUAL DATE OF COMPLETION
a) Roadways and Alleys	January 2018
b) Stormwater Improvements	January 2018
c) Infrastructure and Earthworks	January 2018
d) Potable Water Distribution	June 2019
e) Reclaimed Water Distribution	June 2019
f) Sanitary Sewer System	June 2019
h) Electrical Distribution & Street Lights	January 2018

8. Construction/Site Work (Parcel L Phase 3 129 Single Family & Townhome lots)	ACTUAL DATE OF COMPLETION
a) Roadways and Alleys	January 2019
b) Stormwater Improvements	January 2019
c) Infrastructure and Earthworks	January 2019
d) Potable Water Distribution	June 2019
e) Reclaimed Water Distribution	June 2019
f) Sanitary Sewer System	June 2019
h) Electrical Distribution & Street Lights	January 2019
9. Construction/Site Work (Parcel L Phase 4 76 Single Family & Townhome lots)	ACTUAL DATE OF COMPLETION
a) Roadways and Alleys	September 2020
b) Stormwater Improvements	September 2020
c) Infrastructure and Earthworks	September 2020
d) Potable Water Distribution	July 2020
e) Reclaimed Water Distribution	July 2020
f) Sanitary Sewer System	July 2020
g) Electrical Distribution & Street Lights	September 2020
10. Construction/Site Work (Parcel K Phase 1 160 Single Family & Townhome lots)	ANTICIPATED DATE OF COMPLETION
a) Roadways and Alleys	April 2021
b) Stormwater Improvements	April 2021
c) Infrastructure and Earthworks	April 2021
d) Potable Water Distribution	April 2021
e) Reclaimed Water Distribution	April 2021
f) Sanitary Sewer System	April 2021
g) Amenities	2022
h) Electrical Distribution & Street Lights	April 2021
11. Construction/Site Work (Parcel K Phase 2 197 Single Family & Townhome lots)	ANTICIPATED DATE OF COMPLETION
a) Roadways and Alleys	September 2021
b) Stormwater Improvements	September 2021
c) Infrastructure and Earthworks	September 2021
d) Potable Water Distribution	September 2021
e) Reclaimed Water Distribution	September 2021
f) Sanitary Sewer System	September 2021
g) Electrical Distribution & Street Lights	September 2021

12. Construction/Site Work (Parcel K Phase 3 231 Single Family & Townhome lots)	ANTICIPATED DATE OF COMPLETION
a) Roadways and Alleys	September 2022
b) Stormwater Improvements	September 2022
c) Infrastructure and Earthworks	September 2022
d) Potable Water Distribution	September 2022
e) Reclaimed Water Distribution	September 2022
f) Sanitary Sewer System	September 2022
g) Electrical Distribution & Street Lights	September 2022

Section 6 Ownership and Maintenance

Proposed District Capital Improvements Plan	Ownership	Maintenance
Onsite Roadway & Alley Improvements	CDD	CDD
Master Stormwater Management System	CDD	CDD
Potable Water Distribution System	County	County
Sanitary Sewer System	County	County
Reclaimed Water Distribution System	County	County
Landscaping, Irrigation and Signage	CDD	CDD
Electrical Distribution & Street Lights	Duke Energy/CDD	Duke Energy/CDD

Section 7 Roadway Rights-of-Way, Stormwater Management Ponds and Other Open Spaces

Real property interests for lands within the District needed for construction, operation, and maintenance of District facilities have been or will be conveyed and/or dedicated by the owner thereof to the District or other public entity at no cost.

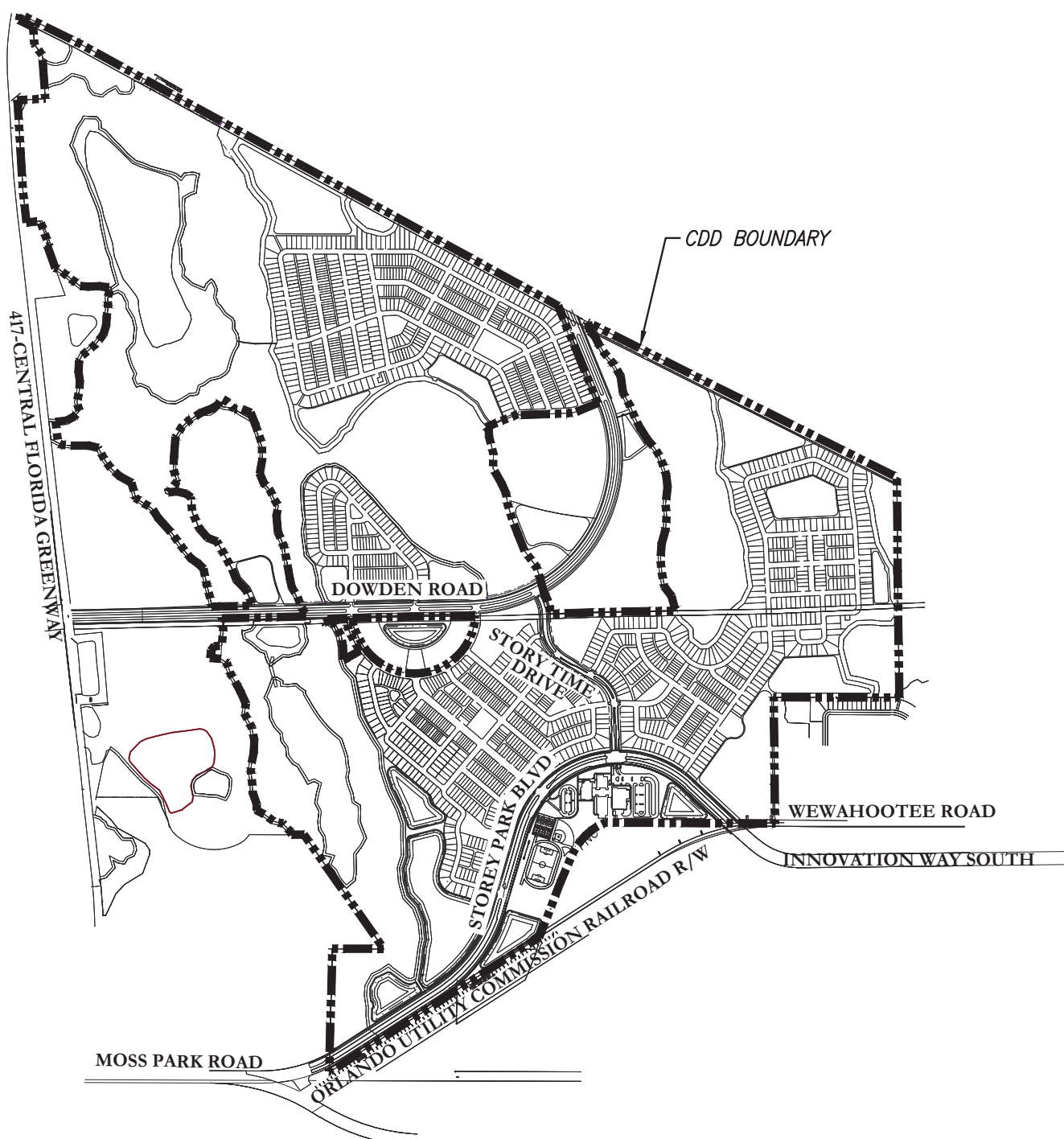
Section 8 Estimate of Probable Capital Improvement Costs

The Estimate of Probable Capital Improvement Plan Costs is provided in Exhibit 13. Please note that the costs are preliminary in nature and subject to change based on final engineering, permitting, and changes in construction cost due to market fluctuation.

Section 9 Conclusions and Summary Opinion

The capital improvement plan infrastructure improvements as described are necessary for the functional development of the property within the District as required by the applicable local governmental agencies. The planning and design of the infrastructure has been and will be in accordance with current governmental regulatory requirements. The public infrastructure as described in this report serves/will serve its intended function provided the construction is in substantial compliance with the future design and permits which will be required by the District. In addition to the annual non-ad valorem assessments to be levied and collected to pay debt service on the proposed bonds, the District will levy and collect an annual "Operating and Maintenance" assessment to be determined, assessed and levied by the District's Board of Supervisors upon the assessable real property within the District, for the purpose of defraying the cost and expenses of maintaining District-owned improvements.

Appendix



CDD BOUNDARY

Location Map

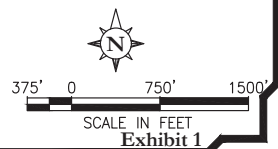
Storey Park Community Development District

November 18, 2020
P & B Job No.: 12-080

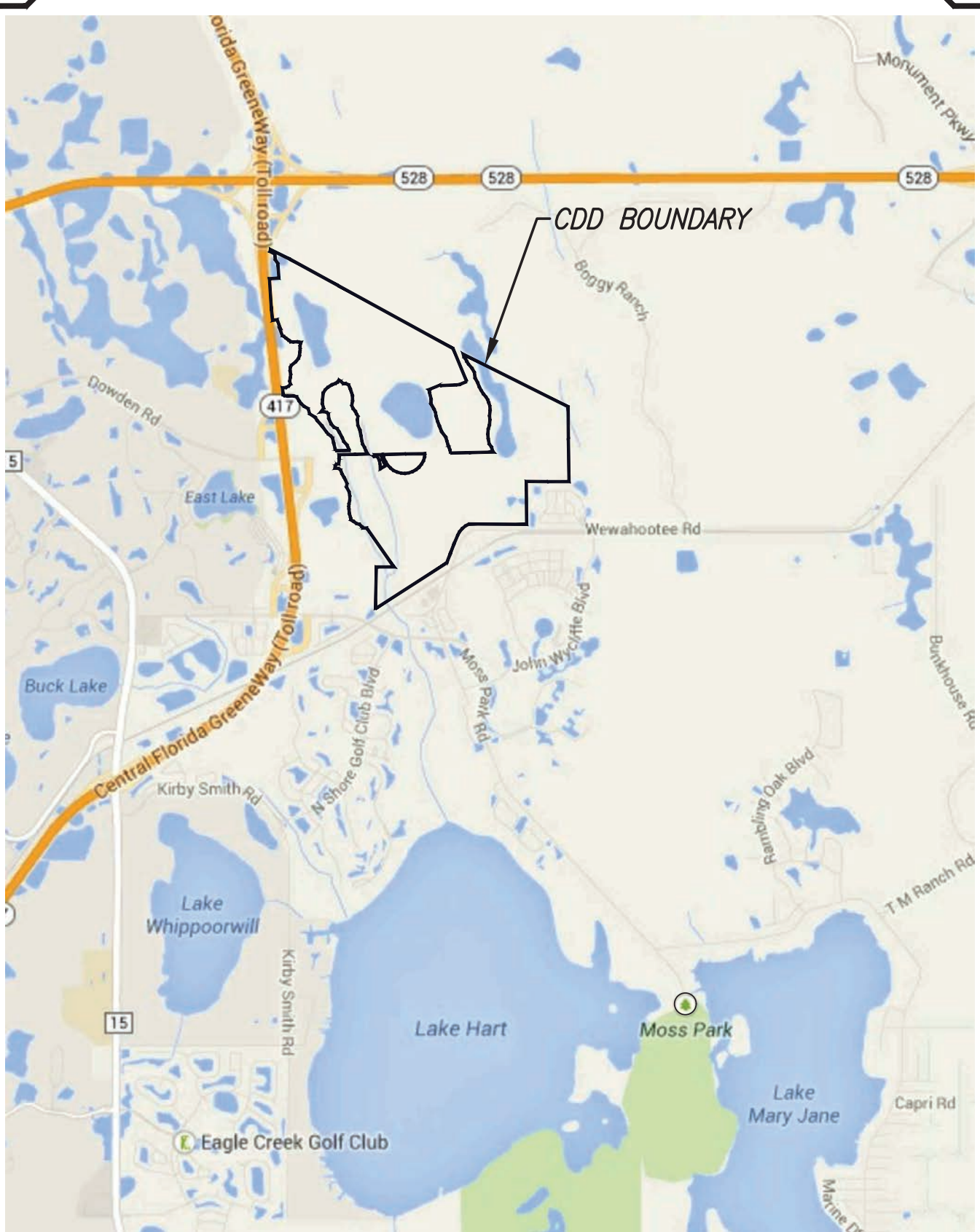
2602 E Livingston St
Orlando, Florida 32803-407.487.2594

POULOS & BENNETT

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Certificate of Authorization No. 28567

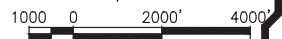


Z:\2012\12-080 LENNR - INNOVATION PLACE\CAD\CDD\ENGINEER'S REPORT EXH - WITH PARCEL K\LOCATION MAP



Vicinity Map

Storey Park Community Development District



SCALE IN FEET
Exhibit 2

ORDINANCE NO. 2020-53

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AN ORDINANCE OF THE CITY OF ORLANDO, FLORIDA, GRANTING A PETITION TO EXPAND THE BOUNDARIES OF THE STOREY PARK COMMUNITY DEVELOPMENT DISTRICT, AS INITIATED BY THE DISTRICT'S BOARD OF SUPERVISORS; AMENDING ORDINANCE NO. 2019-50 TO EXPAND THE BOUNDARIES OF THE STOREY PARK COMMUNITY DEVELOPMENT DISTRICT, WHICH IS GENERALLY LOCATED EAST OF STATE ROAD 417 AND NORTH OF MOSS PARK ROAD, IN ACCORDANCE WITH SAID PETITION; PROVIDING FOR SEVERABILITY, CORRECTION OF SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 190, Florida Statutes, the City Council of the City of Orlando, Florida (the "City Council"), established the Storey Park Community Development District (the "District") by that certain City of Orlando ("City") ordinance No. 2015-7 (the "Establishing Ordinance") on March 17, 2015; and

WHEREAS, on October 7, 2019, the Orlando City Council adopted City ordinance number 2019-50, (the "2019 Ordinance") which ordinance amended the Establishing Ordinance to contract the original boundaries of the district to reduce the area of the district from 860.8 acres to 845.86 acres, such 2019 Ordinance being requested by the Board of Supervisors of the Storey Park Community Development District; and

WHEREAS, the District's Board of Supervisors (the "petitioner"), having obtained written consent to expansion of the District's boundaries by the owners of one-hundred percent (100%) of the owners of the real property to be now added to the District, submitted to the City on September 3, 2020, a *Petition to Expand the Storey Park Community Development District* (the "Petition"), and thereby petitioned the Orlando City Council to expand the boundaries of the District in accordance with the Petition by amending the 2019 Ordinance pursuant to Section 190.046, Florida Statutes; and

WHEREAS, a public hearing has been conducted by the Orlando City Council on November 9, 2020, in accordance with the requirements and procedures of Section 190.046(1), Florida Statutes, and all other applicable requirements and procedures of the Florida Statutes and the Code of the City of Orlando, Florida (the "Orlando City Code"), and all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the petition at said duly noticed public hearing; and

WHEREAS, upon consideration of the record established at that hearing, the City Council determined and found as follows:

1. That the statements within the Petition were true and correct; and

ORDINANCE NO. 2020-53

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2. That the proposed expansion of the District’s boundaries is not inconsistent with any applicable element or portions of the adopted City of Orlando comprehensive plan, as amended, or any applicable elements of the state comprehensive plan; and
3. That the area of land within the proposed District is of sufficient size, is sufficiently contiguous to be developable as one functional interrelated community; and
4. That the District is the best alternative available for delivering community development services and facilities to the area that will be served by the District; and
5. That the community development services and facilities of the District will be compatible with the capacity and uses of existing local and regional community development services and facilities; and
6. That the area that will be served by the District is amenable to separate special-district government.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF ORLANDO, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. This ordinance is enacted in compliance with and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes.

SECTION 2. FINDINGS. The foregoing recitals, determinations, and findings are true and correct and are incorporated herein, adopted hereby, and made a part hereof.

SECTION 3. GRANT OF PETITION. Pursuant to Chapter 190, Florida Statutes, the Petition to Expand the Storey Park Community Development District submitted by the District’s Board of Supervisors on September 3, 2020, is hereby granted.

SECTION 4. AMENDING ORDINANCE NO. 2019-50 AND EXPANDING THE DISTRICT’S BOUNDARIES. Pursuant to Chapter 190, Florida Statutes, and the petition submitted by the District’s Board of Supervisors, City Ordinance number 2019-50 is hereby amended to expand the boundaries of the Storey Park Community Development District. Henceforth the boundaries of the District shall be as described and depicted in **Exhibit A** attached hereto and incorporated herein, consisting of approximately 993.26 acres of land, more or less.

SECTION 5. SCRIVENER’S ERROR. The City attorney may correct scrivener’s errors found in this ordinance by filing a corrected copy of this ordinance with the city clerk.

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SECTION 6. SEVERABILITY. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 7. REPEAL. All ordinances or parts of ordinances previously adopted and conflicting with this ordinance are hereby repealed.

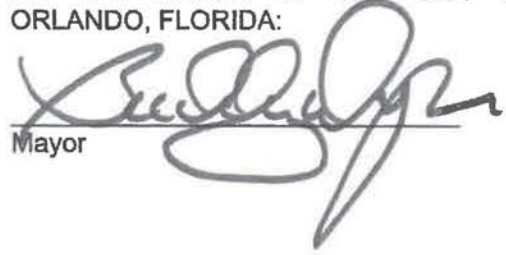
SECTION 8. EFFECTIVE DATE. This ordinance takes effect immediately upon adoption.

DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of Orlando, Florida, by the City Clerk of the City of Orlando, Florida, this 27 day of OCTOBER, 2020.

DONE, THE FIRST READING, by the City Council of the City of Orlando, Florida, at a regular meeting, this 19 day of OCTOBER, 2020.

DONE, THE SECOND READING, HEARING, AND ENACTED ON FINAL PASSAGE, by an affirmative vote of a majority of a quorum present of the City Council of the City of Orlando, Florida, at a regular meeting, this 9 day of NOVEMBER, 2020.

BY THE MAYOR OF THE CITY OF ORLANDO, FLORIDA:


Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF ORLANDO, FLORIDA:



City Clerk

Stephanie Herdovia
Print Name


ORDINANCE NO. 2020-53

138 APPROVED AS TO FORM AND LEGALITY
139 FOR THE USE AND RELIANCE OF THE
140 CITY OF ORLANDO, FLORIDA:

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Assistant City Attorney



Print Name

[Remainder of page intentionally left blank.]

EXHIBIT

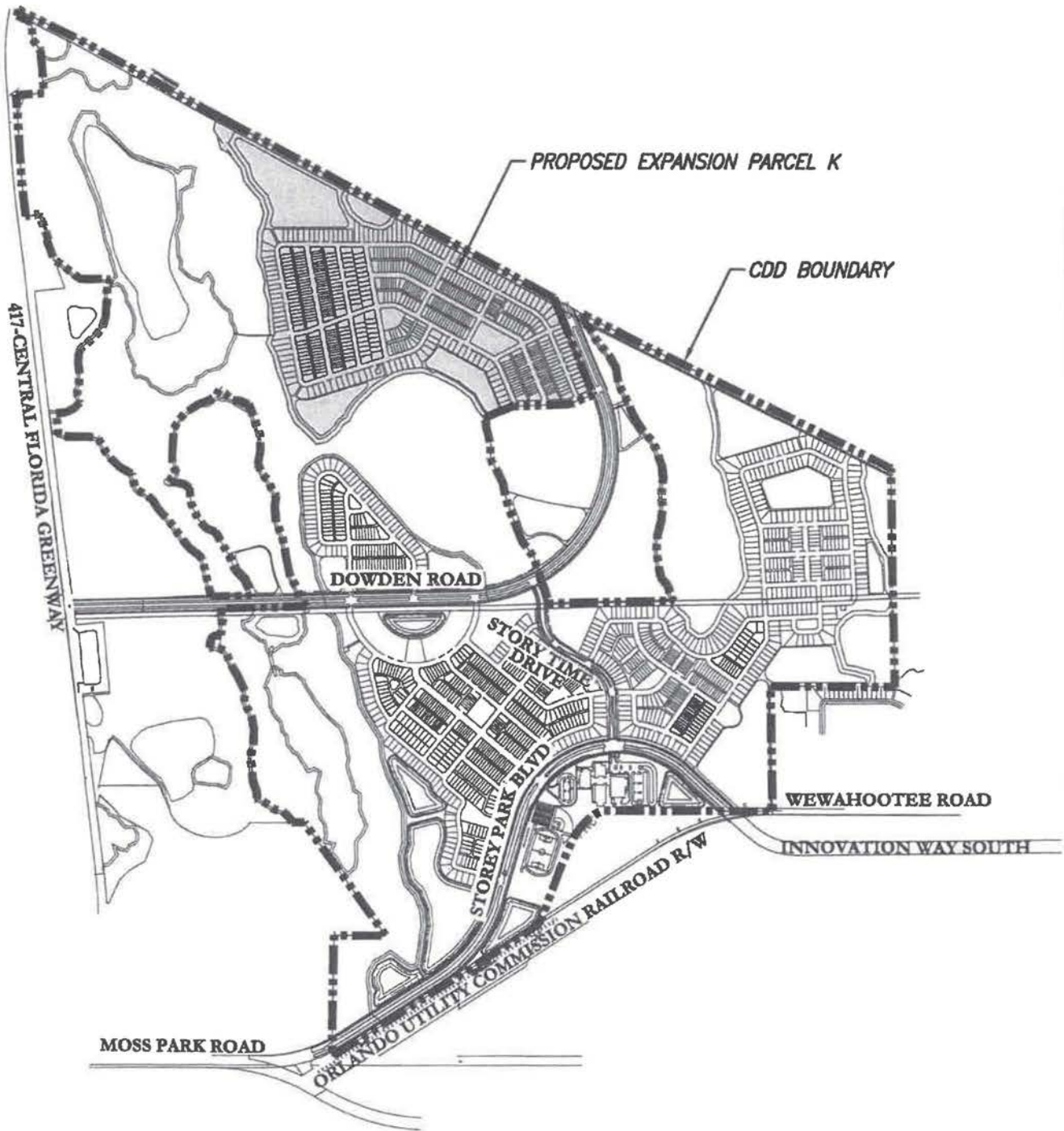
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EXHIBIT 1

**GENERAL LOCATION OF THE
STOREY PARK COMMUNITY DEVELOPMENT DISTRICT WITH
THE GENERAL LOCATION OF THE PROPOSED EXPANSION**

Location Map

[ATTACHED]



Location Map and Proposed Expansion
Storey Park Community Development District

June 08, 2020
 P & B Job No.: 12-080

2602 E. Livingston St.
 Orlando, Florida 32803-407487.2594

POULOS & BENNETT

www.poulosandbennett.com
 Certificate of Authorization No. 28567



COMPOSITE EXHIBIT 2

**OVERALL METES AND BOUNDS LEGAL DESCRIPTION OF THE EXPANDED
BOUNDARY OF THE STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
AND A METES AND BOUNDS DESCRIPTION OF THE PARCEL K EXPANSION
PROPERTY**

[ATTACHED]

A portion of Sections 32 and 33, Township 23 South, Range 31 East and a portion of Sections 3, 4, 5, 9 and 10, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Begin at the West 1/4 corner of Section 33, Township 23 South, Range 31 East, Orange County, Florida; thence S 61°17'20" E along the North line of lands described in Official Records Book 3717, Page 250, Public Records of Orange County, Florida a distance of 1720.59 feet to a point on the wetland boundary line reviewed and verified by the Orange County Environmental Protection Department on November 6 and 7, 2007; thence along said wetlands boundary line the following fifty eight (58) courses and distances : S 14°22'29" W a distance of 154.31 feet; thence S 29°19'04" E a distance of 68.91 feet; thence S 15°32'43" E a distance of 158.95 feet; thence S 64°22'09" E a distance of 90.23 feet; thence S 37°30'02" E a distance of 84.14 feet; thence S 37°46'04" E a distance of 122.39 feet; thence S 13°46'22" E a distance of 138.15 feet; thence S 35°36'32" E a distance of 105.69 feet; thence S 41°58'09" E a distance of 146.44 feet; thence S 18°47'13" E a distance of 145.20 feet; thence S 12°32'22" W a distance of 111.23 feet; thence S 22°31'47" E a distance of 102.70 feet; thence S 03°16'49" W a distance of 130.72 feet; thence S 04°19'33" W a distance of 152.59 feet; thence S 24°30'16" E a distance of 144.90 feet; thence S 13°57'50" E a distance of 124.65 feet; thence S 07°06'25" W a distance of 89.96 feet; thence S 16°44'41" E a distance of 152.03 feet; thence S 00°19'09" E a distance of 150.81 feet; thence S 05°47'23" E a distance of 162.38 feet; thence S 21°09'32" W a distance of 112.59 feet; thence S 27°20'15" E a distance of 159.90 feet; thence S 13°03'16" E a distance of 149.20 feet; thence S 20°07'53" E a distance of 146.55 feet; thence S 18°52'05" E a distance of 173.66 feet; thence S 10°13'46" E a distance of 128.44 feet; thence S 24°37'37" E a distance of 147.44 feet; thence S 45°50'13" E a distance of 186.39 feet; thence S 42°44'17" E a distance of 138.30 feet; thence N 77°47'54" E a distance of 110.91 feet; thence N 49°41'04" E a distance of 100.70 feet; thence N 48°50'15" E a distance of 80.30 feet; thence N 27°34'25" E a distance of 70.38 feet; thence N 55°58'24" E a distance of 94.39 feet; thence N 21°07'39" E a distance of 79.10 feet; thence N 35°25'45" E a distance of 112.96 feet; thence N 45°41'54" E a distance of 102.13 feet; thence N 44°31'57" E a distance of 113.56 feet; thence N 55°25'40" E a distance of 127.36 feet; thence N 60°11'14" E a distance of 147.37 feet; thence N 72°10'08" E a distance of 106.20 feet; thence N 85°13'46" E a distance of 179.40 feet; thence S 73°45'11" E a distance of 136.18 feet; thence S 63°14'11" E a distance of 245.10 feet; thence S 52°46'17" E a distance of 206.40 feet; thence S 29°11'40" E a distance of 163.19 feet; thence S 41°05'16" E a distance of 129.65 feet; thence S 02°12'46" E a distance of 68.89 feet; thence S 14°10'22" E a distance of 194.24 feet; thence S 02°07'05" W a distance of 150.17 feet; thence S 29°27'10" E a distance of 190.58 feet; thence S 23°56'51" E a distance of 112.12 feet; thence S 08°11'15" E a distance of 117.34 feet; thence S 17°08'38" E a distance of 176.27 feet; thence S 21°20'26" E a distance of 153.77 feet; thence S 21°28'16" E a distance of 190.04 feet; thence S 36°49'08" E a distance of 209.10 feet; thence S 17°35'33" E a distance of 118.51 feet; thence leaving said wetland boundary line S 14°57'07" E a distance of 161.57 feet; thence S 28°30'29" E a distance of 34.45 feet to the point of curvature of a curve concave Westerly, having a central angle of 26°09'20" and a radius of 450.00

feet; thence Southeasterly a distance of 205.43 feet along the arc of said curve to a point on the North line of a 50.00' wide Florida Gas Transmission Company Easement per Official Records Book 1682, Page 340, Public Records of Orange County, Florida (chord bearing and distance between said points being S 15°25'49" E 203.65 feet); thence along the North line of said Florida Gas Transmission Company easement the following two (2) courses and distances : N 88°03'05" E a distance of 577.90 feet; thence N 88°58'56" E a distance of 753.81 feet to a point on said wetland boundary line; thence along said wetland boundary line the following twenty six (26) courses and distances : N 36°35'39" W a distance of 37.19 feet; thence N 15°25'32" W a distance of 130.04 feet; thence N 37°25'51" E a distance of 121.96 feet; thence N 10°10'16" W a distance of 166.55 feet; thence N 05°00'16" W a distance of 140.66 feet; thence N 04°58'21" E a distance of 156.33 feet; thence N 16°01'27" E a distance of 140.67 feet; thence N 04°37'40" E a distance of 158.16 feet; thence N 05°22'02" W a distance of 119.20 feet; thence N 06°25'24" E a distance of 183.60 feet; thence N 06°03'50" W a distance of 127.13 feet; thence N 18°43'17" W a distance of 114.53 feet; thence N 19°54'05" W a distance of 89.34 feet; thence N 30°53'30" W a distance of 103.56 feet; thence N 41°21'54" W a distance of 114.09 feet; thence N 32°24'51" W a distance of 139.77 feet; thence N 27°30'54" W a distance of 115.98 feet; thence N 22°01'28" W a distance of 148.91 feet; thence N 28°31'40" W a distance of 158.13 feet; thence N 08°06'30" W a distance of 178.38 feet; thence N 30°19'07" W a distance of 152.95 feet; thence N 40°09'20" W a distance of 157.58 feet; thence N 32°01'37" W a distance of 101.96 feet; thence N 26°42'45" W a distance of 97.33 feet; thence N 47°08'51" W a distance of 62.27 feet; thence N 12°33'22" W a distance of 100.34 feet; thence S 63°21'29" E along the North line of said lands a distance of 3,642.56 feet to a point on the East line of the W 1/2 of the SW 1/4 of the NE 1/4 of Section 3, Township 24 South, Range 31 East, Orange County, Florida; thence S 00°26'28" E along the East line of said W 1/2 of the SW 1/4 of the NE 1/4 a distance of 989.78 feet to the Southeast corner of said W 1/2 of the SW 1/4 of the NE 1/4, said point being the Northeast corner of the W 1/2 of the NW 1/4 of the SE 1/4 of said Section 3; thence S 00°46'30" E along the East line of said W 1/2 of the NW 1/4 of the SE 1/4 a distance of 1331.29 feet to a point on the South line of said W 1/2 of the NW 1/4 of the SE 1/4; thence N 89°57'27" W along said South line a distance of 663.79 feet to the Southwest corner of said W 1/2 of the NW 1/4 of the SE 1/4, said point being the Southeast corner of the N 1/2 of the SW 1/4 of said Section 3; thence N 89°45'40" W along the South line of said N 1/2 of the SW 1/4 a distance of 660.35 feet to a point on the East line of the W 1/2 of the SE 1/4 of the SW 1/4 of said Section 3; thence S 00°35'37" E along the East line of said W 1/2 of the SE 1/4 of the SW 1/4 a distance of 1331.09 feet to a point on the South line of said Section 3; thence N 89°39'25" W along the South line of said Section 3 a distance of 1791.62 feet to a point on the Northerly right of way line of Wewahootee Road as described in Official Records Book 5761, Page 3567, Public Records of Orange County, Florida, said point being on a non-tangent curve, concave Southeasterly, having a radius of 653.41 feet, a central angle of 44°11'05" and a chord bearing of S 45°14'21" W, a radius of 653.41 feet; thence from a tangent bearing of S 67°19'54" W, Southwesterly along the arc of said curve and along said Northerly right of way line a distance of 503.89 feet to the point of tangency of said curve; thence continue along

said right of way line the following three (3) courses and distances: S 23°08'49" W a distance of 301.23 feet; thence S 20°56'14" W a distance of 308.13 feet; thence S 21°05'31" W a distance of 316.40 feet to a point on the Northerly right of way line of the Orlando Utility Commission Railroad Right of Way as described in Official Records Book 3491, Page 539, Public Records of Orange County, Florida; thence S 57°16'16" W along the Northerly right of way line of said Orlando Utility Commission Railroad Right of Way a distance of 2612.65 feet to a point on the North right of way line of Moss Park Road as shown on Orange County Highway Construction Right of Way Map dated May 30, 1997; thence N 89°49'06" W along said North line a distance of 17.41 feet to a point on the North-South Mid Section line of said Section 9, Township 24 South, Range 31 East, Orange County, Florida; thence N 01°27'48" E along said North-South Mid Section line a distance of 1289.57 feet to a point on the North line of the SW 1/4 of the NE 1/4 of said Section 9; thence S 89°49'02" E along the North line of said SW 1/4 of the NE 1/4 a distance of 542.59 feet to a point on the Easterly line of lands described in Official Records Book 4506, Page 1137, Public Records of Orange County, Florida; thence N 34°57'14" W along said Easterly line a distance of 1467.83 feet to a point on the Northerly line of said lands; thence N 89°49'05" W a distance of 128.19 feet along said Northerly line to a point on said wetland boundary line; thence along said wetland boundary line the following twenty seven (27) courses and distances : N 25°56'42" W a distance of 40.91 feet; thence N 43°36'26" W a distance of 113.74 feet; thence N 78°37'45" W a distance of 92.41 feet; thence N 53°04'07" W a distance of 119.25 feet; thence N 61°07'49" W a distance of 102.32 feet; thence N 03°01'33" E a distance of 60.43 feet; thence N 19°19'40" W a distance of 134.33 feet; thence N 03°27'21" W a distance of 147.32 feet; thence N 08°18'35" W a distance of 78.53 feet; thence N 05°50'03" E a distance of 81.26 feet; thence N 11°33'09" E a distance of 118.54 feet; thence N 02°28'33" E a distance of 129.41 feet; thence N 11°10'37" W a distance of 134.44 feet; thence N 27°40'10" W a distance of 168.92 feet; thence N 08°50'34" E a distance of 103.69 feet; thence N 24°00'29" W a distance of 132.92 feet; thence N 27°05'25" W a distance of 78.04 feet; thence N 30°27'25" W a distance of 132.63 feet; thence N 19°41'52" W a distance of 131.58 feet; thence N 55°48'08" W a distance of 76.67 feet; thence N 85°10'00" W a distance of 112.04 feet; thence N 06°46'01" E a distance of 79.18 feet; thence N 36°56'35" E a distance of 56.40 feet; thence N 84°29'55" E a distance of 78.75 feet; thence N 05°35'47" E a distance of 154.84 feet; thence N 00°51'59" W a distance of 50.27 feet; thence N 71°16'28" W a distance of 8.73 feet to a point on the South line of said Florida Gas Transmission Company Easement; thence N 88°44'51" E a distance of 924.92 feet along the South line of said Florida Gas Transmission Company Easement to a point on said wetland boundary line; thence along said wetland boundary line the following forty seven (47) courses and distances : N 07°16'30" W a distance of 25.85 feet; thence N 28°15'10" W a distance of 32.34 feet; thence N 35°17'58" W a distance of 76.04 feet; thence N 29°50'06" W a distance of 76.60 feet; thence N 20°00'16" W a distance of 109.79 feet; thence N 31°11'44" W a distance of 117.44 feet; thence N 12°26'14" W a distance of 91.52 feet; thence N 10°13'20" W a distance of 176.26 feet; thence N 10°54'26" W a distance of 176.57 feet; thence N 23°13'24" W a distance of 157.74 feet; thence N 04°42'01" W a distance of 173.90 feet; thence N 09°44'30" E a distance of 105.26 feet; thence N 31°28'46" W a distance of 87.44 feet; thence N 23°51'13" W a distance of 96.24 feet; thence

N 41°54'57" W a distance of 98.57 feet; thence N 22°54'17" W a distance of 114.18 feet; thence N 10°16'02" E a distance of 155.07 feet; thence N 02°12'43" W a distance of 165.04 feet; thence N 18°37'47" W a distance of 210.17 feet; thence N 21°48'22" W a distance of 133.79 feet; thence N 67°21'17" W a distance of 100.62 feet; thence S 88°28'04" W a distance of 75.92 feet; thence N 44°39'17" W a distance of 106.77 feet; thence N 59°06'47" W a distance of 71.69 feet; thence S 29°41'03" W a distance of 73.64 feet; thence S 56°50'40" W a distance of 75.20 feet; thence S 69°07'52" W a distance of 128.82 feet; thence S 57°09'13" W a distance of 148.22 feet; thence S 47°23'17" W a distance of 106.41 feet; thence S 31°07'13" W a distance of 124.28 feet; thence S 04°29'22" W a distance of 203.13 feet; thence S 02°47'15" W a distance of 128.92 feet; thence S 15°40'35" E a distance of 140.08 feet; thence S 37°35'12" W a distance of 143.86 feet; N 83°51'29" E a distance of 85.52 feet; thence S 77°28'56" E a distance of 101.32 feet; thence S 51°44'15" E a distance of 62.38 feet; thence S 05°41'57" E a distance of 159.31 feet; S 23°48'00" E a distance of 186.62 feet; thence S 40°56'32" E a distance of 129.01 feet; thence S 68°58'38" E a distance of 106.73 feet; thence S 29°26'38" E a distance of 125.11 feet; thence S 28°35'25" E a distance of 200.96 feet; thence S 21°26'11" E a distance of 129.67 feet; thence S 43°54'49" E a distance of 146.20 feet; thence S 24°01'28" E a distance of 157.69 feet; thence S 17°43'25" W a distance of 10.56 feet; thence leaving said wetland boundary line S 88°47'51" W a distance of 342.85 feet to the point of curvature of a curve concave Southerly, having a radius of 11,076.00 feet; thence Westerly a distance of 78.90 feet along the arc of said curve through a central angle of 00°24'29" to a point on said wetland boundary line (chord bearing and distance between said points being S 88°35'36" W 78.90 feet); thence along said wetland boundary line the following nineteen (19) courses and distances : N 12°04'23" W a distance of 44.52 feet; thence N 13°46'21" W a distance of 185.45 feet; thence N 11°45'12" W a distance of 166.96 feet; thence N 45°28'13" W a distance of 79.26 feet; thence N 55°07'33" W a distance of 95.56 feet; thence N 39°03'39" W a distance of 87.00 feet; thence N 26°03'38" W a distance of 242.68 feet; thence N 42°01'50" W a distance of 215.53 feet; thence N 32°46'52" W a distance of 120.95 feet; thence N 57°59'46" W a distance of 201.90 feet; thence N 15°22'51" W a distance of 167.32 feet; thence N 60°31'48" W a distance of 144.54 feet; thence N 48°18'25" W a distance of 114.13 feet; thence N 37°12'00" W a distance of 116.29 feet; thence N 28°23'29" W a distance of 148.18 feet; thence N 77°03'17" W a distance of 100.88 feet; thence S 89°53'27" W a distance of 189.13 feet; thence N 85°35'39" W a distance of 91.64 feet; thence N 62°30'11" W a distance of 49.45 feet to a point on a line that is 71.43 feet East of and parallel with the East right of way line of State Road No. 417 per Orlando-Orange County Expressway Authority Right of Way Map, Project No. 75301-6445-457, dated October 15, 1991; thence N 06°24'07" W a distance of 223.16 feet along said parallel line to a point on said wetland boundary line; thence along said wetland boundary line the following twenty five (25) courses and distances : N 84°05'50" E a distance of 113.57 feet; thence N 62°04'12" E a distance of 93.87 feet; thence N 43°02'26" E a distance of 81.48 feet; thence N 17°31'22" W a distance of 93.56 feet; thence N 11°50'22" E a distance of 114.39 feet; thence N 04°52'21" E a distance of 107.02 feet; thence N 08°31'31" W a distance of 107.26 feet; thence N 03°22'01" E a distance of 113.06 feet; thence

N 27°34'50" E a distance of 61.81 feet; thence N 50°35'34" E a distance of 181.89 feet; thence N 39°01'03" E a distance of 137.32 feet; thence N 17°24'32" E a distance of 98.53 feet; thence N 02°44'02" E a distance of 94.77 feet; thence N 11°40'29" E a distance of 56.68 feet; thence N 03°41'03" E a distance of 61.32 feet; thence N 03°54'36" W a distance of 79.78 feet; thence N 17°12'14" E a distance of 117.32 feet; thence N 87°21'21" W a distance of 54.66 feet; thence N 79°58'08" W a distance of 60.11 feet; thence S 87°15'15" W a distance of 123.37 feet; thence N 83°56'05" W a distance of 87.73 feet; thence N 51°07'53" W a distance of 72.89 feet; thence N 51°48'14" W a distance of 116.39 feet; thence N 50°56'35" W a distance of 80.45 feet; thence N 65°02'12" W a distance of 52.93 feet to a point on said East right of way line of State Road No. 417 (Eastern Beltway); thence along said East right of way line the following ten (10) courses and distances : thence N 19°56'49" W a distance of 237.18 feet; thence N 69°55'30" E a distance of 18.76 feet; thence N 20°04'30" W a distance of 279.73 feet; thence S 83°35'53" W a distance of 144.00 feet; thence N 06°24'07" W a distance of 339.61 feet; thence N 03°24'07" W a distance of 952.59 feet; thence N 86°35'50" E a distance of 293.37 feet; thence N 03°58'22" W a distance of 457.06 feet; thence N 35°32'14" W a distance of 143.94 feet; thence N 03°58'30" W a distance of 181.89 feet to a point on the Southerly line of a 60.00 foot wide Florida Power Corporation Easement as described in Official Records Book 1893, Page 946, Public Records of Orange County, Florida; thence N 63°46'19" W along said Southerly line and along said right of way line a distance of 164.89 feet; thence N 10°45'34" E along said right of way line a distance of 62.26 feet to a point on the Northerly line of said Florida Power Corporation Easement; thence S 63°46'19" E along said Northerly line a distance of 675.42 feet to the Point of Beginning.

LESS AND EXCEPT:

Tract "D", Storey Park - Phase 1 according to the plat thereof recorded in Plat Book 86, Pages 61 through 71, Public Records of Orange County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Tract "D", Storey Park - Phase 1 according to the plat thereof recorded in Plat Book 86, Pages 61 through 71, Public Records of Orange County, Florida, said point being on the Easterly right of way line of Literature Way as shown on said plat; thence along the Easterly, Southerly and Westerly right of way line of said Literature Way the following six (6) courses and distances : South 04°29'50" East, a distance of 23.14 feet to a point of curvature of a curve concave Westerly, having a radius of 270.00 feet and a central angle of 16°56'23"; thence Southerly, a distance of 79.83 feet along the arc of said curve to a point of compound curvature of a curve concave Northerly, having a radius of 644.67 feet and a central angle of 141°20'15"; thence Westerly, a distance of 1590.28 feet along the arc of said curve to the point of tangency of said curve; thence North 26° 13' 13" West, a distance of 116.22 feet to a point of curvature of a curve concave Easterly, having a radius of 170.00 feet and a central angle of 24°47'35"; thence Northerly, a distance of 73.56 feet along the arc of said curve to the point of tangency of said curve; thence North 01°25'37" West, a distance of 50.04 feet to a point on the North

line of said Tract "D"; thence along said North line the following two (2) courses and distances : North 88°29'54" East, a distance of 686.14 feet; thence North 89°29'59" East, a distance of 595.72 feet to the POINT OF BEGINNING.

Containing 13.68 acres, more or less.

AND

Tract "F", Storey Park - Phase 1 according to the plat thereof recorded in Plat Book 86, Pages 61 through 71, Public Records of Orange County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Tract "F", Storey Park - Phase 1 according to the plat thereof recorded in Plat Book 86, Pages 61 through 71, Public Records of Orange County, Florida, said point being on the West line of said Tract "F"; thence along said West line the following seven (7) courses and distances : North 02°53'50" West, a distance of 136.90 feet; thence North 09°57'26" West, a distance of 110.96 feet; thence North 26°19'12" West, a distance of 148.86 feet; thence South 88°29'54" West, a distance of 95.42 feet; thence North 52°00'34" West, a distance of 18.92 feet; thence North 67°53'49" East, a distance of

50.07 feet; thence North 23°28'59" West, a distance of 21.95 feet to a point on the North line of said Tract "F"; thence North 88°29'54" East, a distance of 202.52 feet along said North line to a point on the Westerly right of way line of Literature Way as shown on said

plat; thence along said Westerly right of way line the following four (4) courses and distances : South 01°25'37" East, a distance of 49.96 feet to a point of curvature of a curve concave Easterly, having a radius of 230.00 feet and a central angle of 24°47'35"; thence Southerly, a distance of 99.53 feet along the arc of said curve to the point of tangency of said curve; thence South 26° 13' 13" East, a distance of 116.22 feet to a point of curvature of a curve concave Northeasterly, having a radius of 704.67 feet and a central angle of 08°22'43"; thence Southeasterly, a distance of 103.05 feet along the arc of said curve to a point on the South line of said Tract "F"; thence South 60°28'57" West, a distance of 190.75 feet along said South line to the POINT OF BEGINNING.

Containing 1.26 acres, more or less.

TOTAL DISTRICT ACREAGE (as of Ordinance 2019-50 contracting District):

845.86 acres

TOGETHER WITH:

A portion of Section 33, Township 23 South, Range 31 East and a portion of Sections 3 and 4, Township 24 South, Range 31 East, Orange County, Florida, and a portion of Tract FD-2, plat of Dowden Road - Phases 3 and 4, as recorded in Plat Book 99, Page 49 of the Public Records of Orange County, Florida being more particularly described as follows:

COMMENCE at the Southeast Corner of Section 33, Township 23 South, Range 31 East, Orange County, Florida; thence North $61^{\circ}17'20''$ West, a distance of 279.85 feet along the North line of lands described in Official Records Book 3717, pages 250 through 253, of the Public Records of Orange County, Florida to the POINT OF BEGINNING; thence departing said North line South $22^{\circ}12'36''$ East, a distance of 1,103.32 feet to a point of curvature of a curve concave Westerly, having a radius of 1512.50 feet and a central angle of $00^{\circ}06'30''$; thence Southeasterly along the arc of said curve a distance of 2.86 feet to a point; thence South $67^{\circ}47'24''$ West, a distance of 228.29 feet to a point of curvature of a curve concave Northerly, having a radius of 286.00 feet and a central angle of $19^{\circ}54'48''$; thence Westerly along the arc of said curve a distance of 99.40 feet to a point of tangency; thence South $87^{\circ}42'12''$ West, a distance of 505.14 feet to a point of curvature of a curve concave Northerly, having a radius of 65.00 feet and a central angle of $31^{\circ}24'40''$; thence Westerly along the arc of said curve a distance of 35.63 feet; thence South $67^{\circ}47'24''$ West, a distance of 299.83 feet; thence South $48^{\circ}54'44''$ West, a distance of 50.00 feet thence North $41^{\circ}05'16''$ West, a distance of 111.87 feet; thence North $29^{\circ}11'40''$ West, a distance of 163.19 feet; thence North $52^{\circ}46'17''$ West, a distance of 206.40 feet; thence North $63^{\circ}14'11''$ West, a distance of 245.10 feet; thence North $73^{\circ}45'11''$ West, a distance of 136.18 feet; thence South $85^{\circ}13'46''$ West, a distance of 179.40 feet; thence South $72^{\circ}10'08''$ West, a distance of 106.20 feet; thence South $60^{\circ}11'14''$ West, a distance of 147.37 feet; thence South $55^{\circ}25'40''$ West, a distance of 127.36 feet; thence South $44^{\circ}31'57''$ West, a distance of 113.56 feet; thence South $45^{\circ}41'54''$ West, a distance of 102.13 feet; thence South $35^{\circ}25'45''$ West, a distance of 112.96 feet; thence South $21^{\circ}07'39''$ West, a distance of 79.10 feet; thence South $55^{\circ}58'24''$ West, a distance of 94.39 feet; thence South $27^{\circ}34'25''$ West, a distance of 70.38 feet; thence South $48^{\circ}50'15''$ West, a distance of 80.30 feet; thence South $49^{\circ}41'04''$ West, a distance of 100.70 feet; thence South $77^{\circ}47'54''$ West, a distance of 110.91 feet; thence North $42^{\circ}44'17''$ West, a distance of 138.30 feet; thence North $45^{\circ}50'13''$ West, a distance of 186.39 feet; thence North $24^{\circ}37'37''$ West, a distance of 147.44 feet; thence North $10^{\circ}13'46''$ West, a distance of 128.44 feet; thence North $18^{\circ}52'05''$ West, a distance of 173.66 feet; thence North $20^{\circ}07'53''$ West, a distance of 146.55 feet; thence North $13^{\circ}03'16''$ West, a distance of 149.20 feet; thence North $27^{\circ}20'15''$ West, a distance of 159.90 feet; thence North $21^{\circ}09'32''$ East, a distance of 112.59 feet; thence North $05^{\circ}47'23''$ West, a distance of 162.38 feet; thence North $00^{\circ}19'09''$ West, a distance of 150.81 feet; thence North $16^{\circ}44'41''$ West, a distance of 152.03 feet; thence North $07^{\circ}06'25''$ East, a distance of 89.96 feet; thence North $13^{\circ}57'50''$ West, a distance of 124.65 feet; thence North $24^{\circ}30'16''$ West, a distance of 144.90 feet; thence North $04^{\circ}19'33''$ East, a distance of 152.59 feet; thence North $03^{\circ}16'49''$ East, a distance of 130.72 feet; thence

North 22°31'47" East, a distance of 102.70 feet; thence North 12°32'22" East, a distance of 111.23 feet; thence North 18°47'13" West, a distance of 145.20 feet; thence North 41°58'09" West, a distance of 146.44 feet; thence North 35°36'32" West, a distance of 105.69 feet; thence North 13°46'22" West, a distance of 138.15 feet; thence North 37°46'04" West, a distance of 122.39 feet; thence North 37°30'02" West, a distance of 84.14 feet; thence North 64°22'09" West, a distance of 90.23 feet; thence North 15°32'43" West, a distance of 158.95 feet; thence North 29°19'04" West, a distance of 68.91 feet; thence North 14°22'57" East, a distance of 102.14 feet; thence North 28°42'40" East, a distance of 50.53 feet to a point on the aforementioned North line; thence South 61°17'20" East, a distance of 4,039.38 feet to the POINT OF BEGINNING.

TOTAL DISTRICT ACREAGE (after Expansion): 993.26 acres

Orlando Sentinel

Published Daily
ORANGE County, Florida

Sold To:

City of Orlando - CU00118969
400 S Orange Ave, Fl 2
Orlando, FL, 32801-3360

Bill To:

City of Orlando - CU00118969
400 S Orange Ave, Fl 2
Orlando, FL, 32801-3360

**State Of Illinois
County Of Cook**

Before the undersigned authority personally appeared Jeremy Gates, who on oath says that he or she is an Advertising Representative of the ORLANDO SENTINEL, a DAILY newspaper published at the ORLANDO SENTINEL in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of 11150-Public Hearing Notice, November 9, 2020 at 2:00 p.m., Ordinance Number 2020-53 was published in said newspaper in the issues of Oct 27, 2020.

Affiant further says that the said ORLANDO SENTINEL is a newspaper Published in said ORANGE County, Florida, and that the said newspaper has heretofore been continuously published in said ORANGE County, Florida, each day and has been entered as periodicals matter at the post office in ORANGE County, Florida, in said ORANGE County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

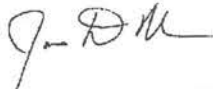


Jeremy Gates

Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on this 29 day of October, 2020,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

NOTICE OF PROPOSED ENACTMENT

On Monday November 9, 2020, the Orlando City Council will consider proposed ordinance #2020-53, entitled AN ORDINANCE OF THE CITY OF ORLANDO, FLORIDA, GRANTING A PETITION TO EXPAND THE BOUNDARIES OF THE STOREY PARK COMMUNITY DEVELOPMENT DISTRICT, AS INITIATED BY THE DISTRICT'S BOARD OF SUPERVISORS; AMENDING ORDINANCE NO. 2019-50 TO EXPAND THE BOUNDARIES OF THE STOREY PARK COMMUNITY DEVELOPMENT DISTRICT, WHICH IS GENERALLY LOCATED EAST OF STATE ROAD 417 AND NORTH OF MOSS PARK ROAD, IN ACCORDANCE WITH SAID PETITION; PROVIDING FOR SEVERABILITY, CORRECTION OF SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE. A public hearing on this ordinance will be held during Council's regular meeting beginning at 2:00 p.m. In response to the COVID-19 pandemic and social distancing efforts, members of the public are advised to check the city website for up-to-date information on any changes to the manner in which the meeting will be held and the location. All pertinent information about meeting access and participation instructions will be available on orlando.gov/councilmeeting at least 3 days prior to the meeting. Interested parties are invited to watch the meeting live and may participate by providing public comment during the meeting or submitting written public comment in advance regarding the proposed ordinance. The opportunity to provide public comment on an ordinance is available until the designated public comment portion of the item is closed. This meeting may be viewed live on Orange TV channel 488, on the city's website at orlando.gov/watchonline or the city's YouTube page. Written public comment must include your name, address, phone number and topic. Comments are limited to a maximum of 700 words per item and may be submitted by one of the following: (1) online at orlando.gov/councilcomment; (2) email to cityclerk@orlando.gov; (3) mail to City Clerk, Public Comment, City of Orlando, 400 S. Orange Ave., Orlando FL 32801; or (4) drop off to the 1st floor security station at City Hall. Written public comment received by 9 a.m. on Monday, November 9, 2020 are distributed to Council and attached to the related agenda item for public viewing. Appellants and Parties to Appeals and Quasi-Judicial Hearings must submit their documentary evidence and presentations to orlando.gov/councilcomment by 5 p.m. on Wednesday, November 4, 2020. Documentary evidence and presentations received by 5 p.m. Wednesday, November 4, 2020 are distributed to Council and attached to the related agenda item for public viewing. Items received after the deadline will not be considered at the meeting. All items received are public record. The proposed ordinance may be inspected online at orlando.gov. Anyone who desires to appeal an official decision made at this meeting, if an appeal is permitted by law, may need to obtain a verbatim record of the proceedings that includes the testimony and evidence upon which the appeal is based. The City of Orlando is committed to reasonably accommodating the communication needs of persons with

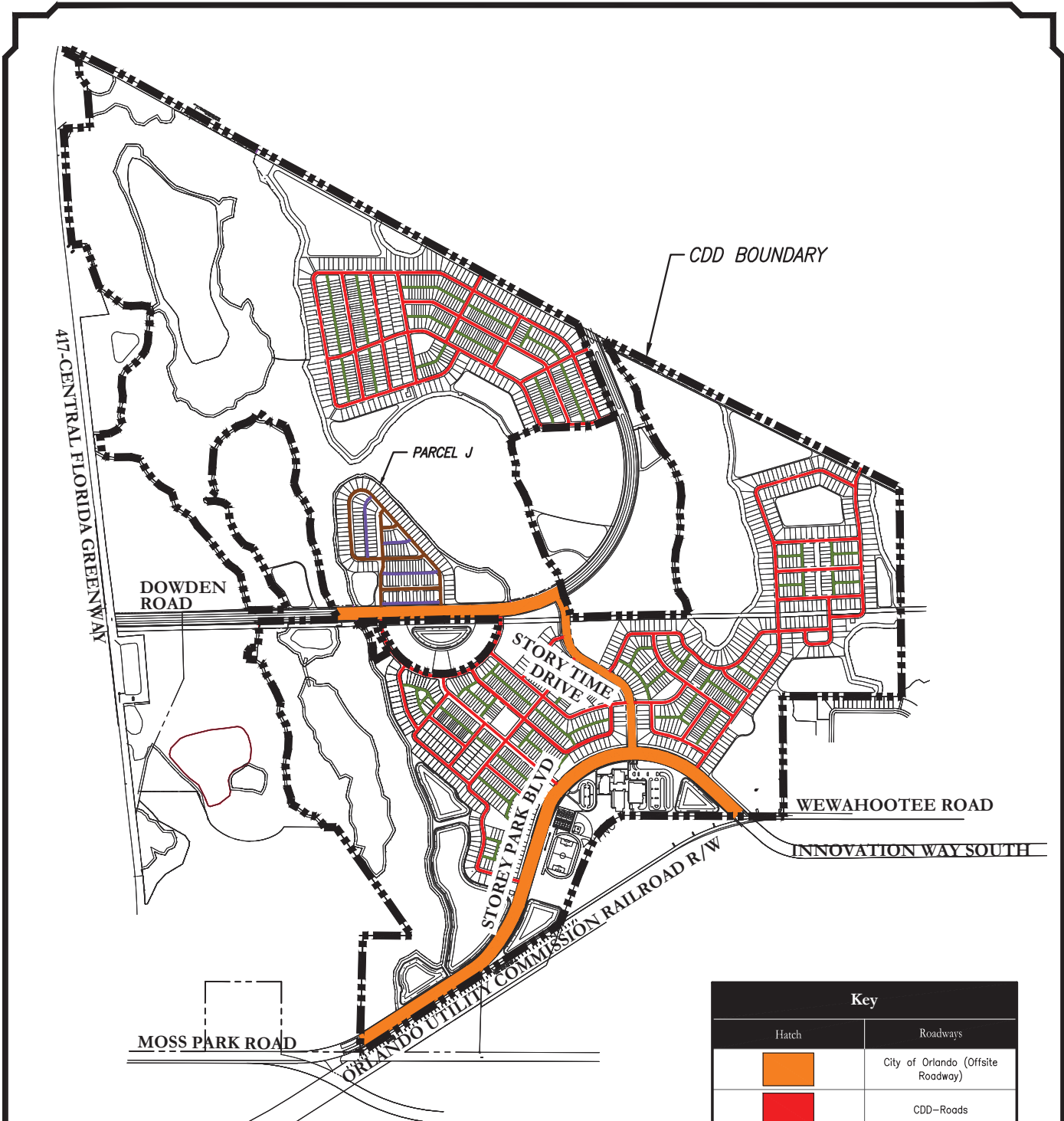
Orlando Sentinel

disabilities. Persons with disabilities who need reasonable accommodations to participate in this meeting, contact no later than 24 hours in advance of the meeting, the City Clerk's Office at 407.246.2251 or cityclerk@orlando.gov.

OS6791221

10/27/2020

6791221



- NOTES:
1. PARCEL J IS A GATED COMMUNITY. THEREFORE THE ROADWAYS ARE PRIVATELY OWNED BY THE HOA.
 2. THE CONSTRUCTION COSTS FOR DOWDEN ROAD, INNOVATION WAY SOUTH, AND THE CONNECTOR ROAD ARE NOT INCLUDED IN THE DISTRICT CAPITAL IMPROVEMENTS PLAN.
 3. CDD TO MAINTAIN LANDSCAPE AND IRRIGATION ENHANCEMENT FOR ROADS OWNED BY CITY OF ORLANDO.

Key	
Hatch	Roadways
	City of Orlando (Offsite Roadway)
	CDD-Roads
	CDD-Alleys
	HOA-Roads
	HOA-Alleys

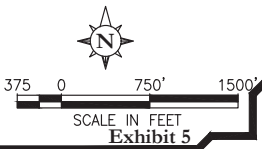
Roadway Ownership Map
Storey Park Community Development District

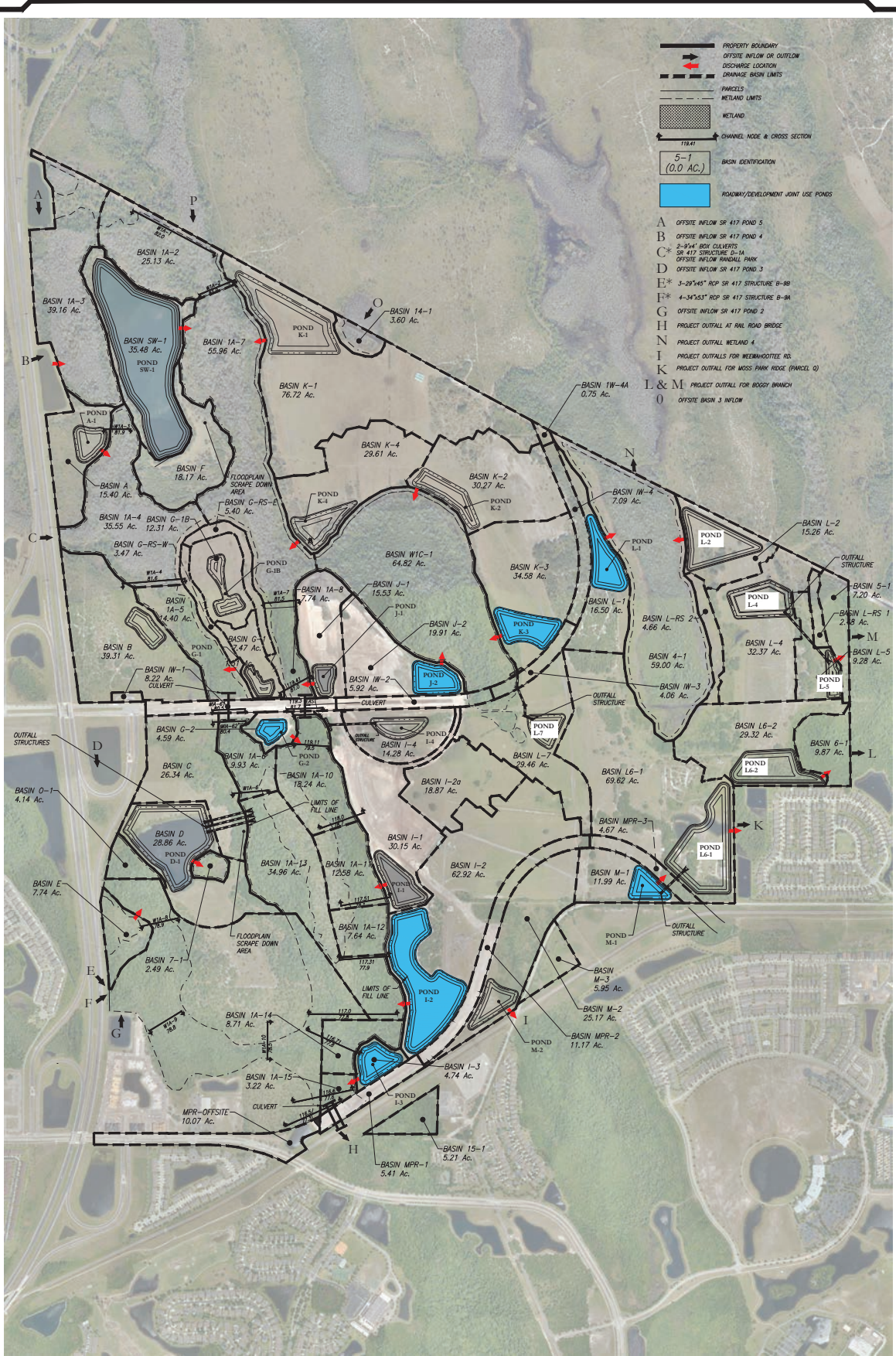
November 18, 2020
 P & B Job No.: 12-080

2602 E. Livingston St
 Orlando, Florida 32803 - 407.487.2594



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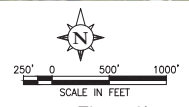




- PROPERTY BOUNDARY
 - OFFSITE INFLOW OR OUTFLOW
 - DISCHARGE LOCATION
 - DRAINAGE BASIN LIMITS
 - PARCELS
 - WETLAND LIMITS
 - WETLAND
 - CHANNEL NODE & CROSS SECTION
 - 5-1 (0.0 AC.) BASIN IDENTIFICATION
 - ROADWAY/DEVELOPMENT JOINT USE PONDS
- A OFFSITE INFLOW SR 417 POND 5
 - B OFFSITE INFLOW SR 417 POND 4
 - C 2-3/4" RCP CULVERTS SR 417 STRUCTURE B-1A
 - D OFFSITE INFLOW SR 417 POND 3
 - E 3-29"45" RCP SR 417 STRUCTURE B-8B
 - F 4-34"53" RCP SR 417 STRUCTURE B-8A
 - G OFFSITE INFLOW SR 417 POND 2
 - H PROJECT OUTFALL AT RAIL ROAD BRIDGE
 - N PROJECT OUTFALL WETLAND 4
 - I PROJECT OUTFALLS FOR WEEHAWOOTEE RD.
 - K PROJECT OUTFALL FOR MOSS PARK RIDGE (PARCEL O)
 - L & M PROJECT OUTFALL FOR BOBBY BRANCH
 - O OFFSITE BASIN J INFLOW

VERT. DATUM: NAVD 88

Post Development Drainage Basin Map
Innovation Place



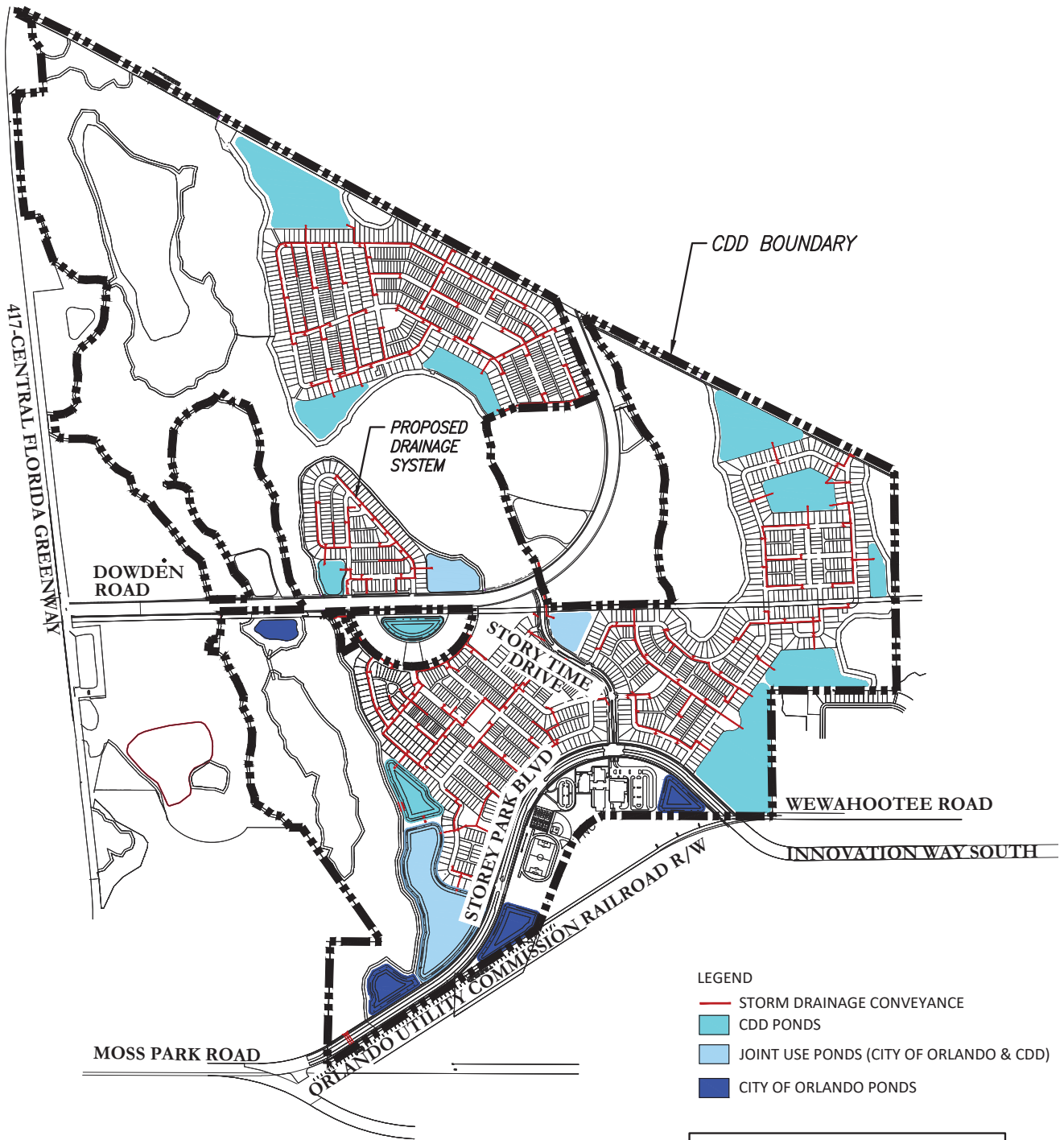
November 18, 2020
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SCALE IN FEET
Figure 6A



- LEGEND**
- STORM DRAINAGE CONVEYANCE
 - CDD PONDS
 - JOINT USE PONDS (CITY OF ORLANDO & CDD)
 - CITY OF ORLANDO PONDS

NOTE:
 STORMWATER MANAGEMENT MAP IS
 PRELIMINARY AND WILL BE REVISED UPON
 FINAL DESIGN

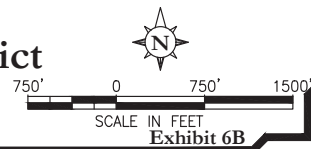
Stormwater Management Map
Storey Park Community Development District

November 18, 2020
 P & B Job No.: 12-080

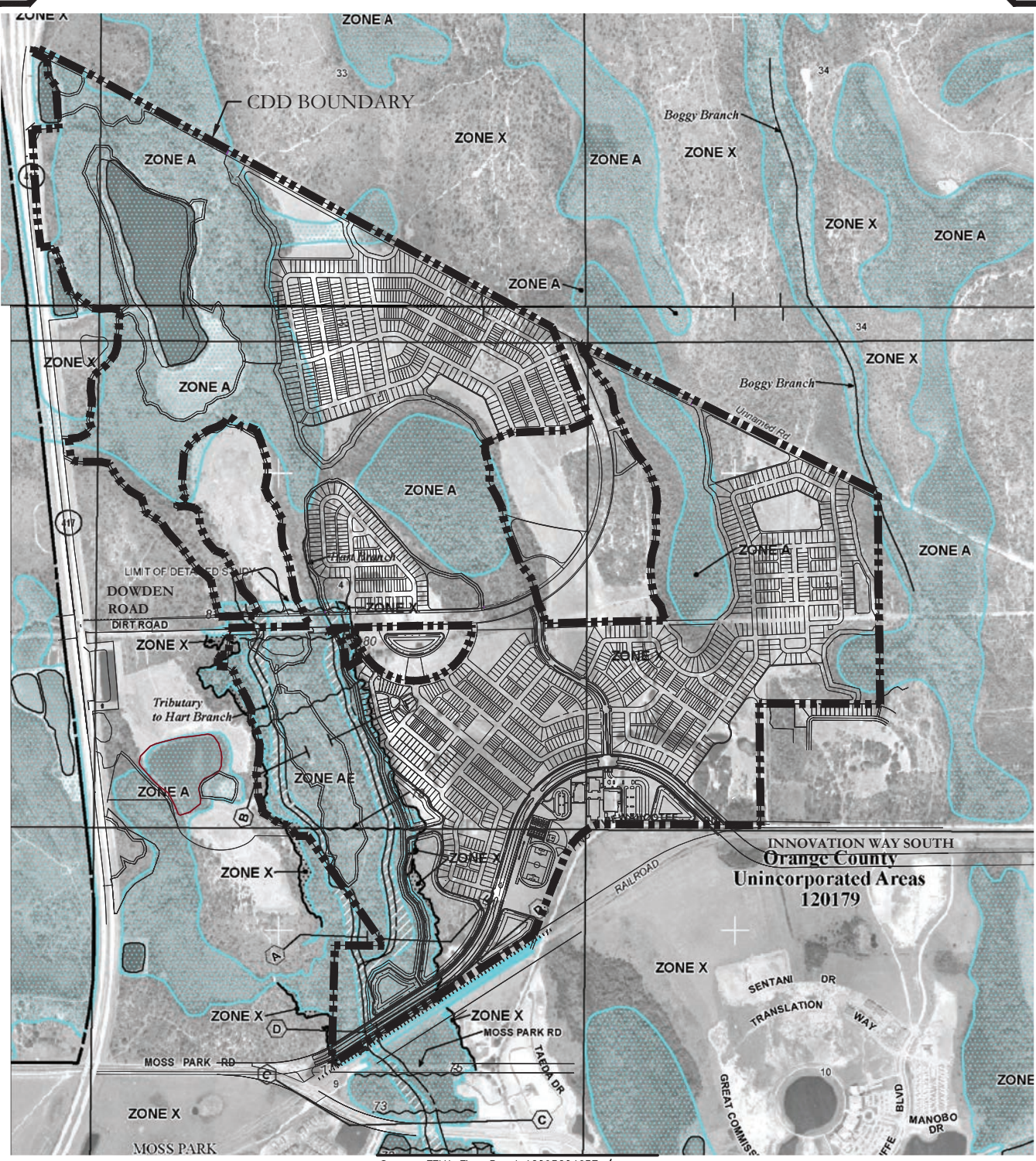
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23/2012/12-080 LENNR - INNOVATION PLACE/CDD/CDD ENGINEER'S REPORT EXH - WITH PARCEL K/STORMWATER MANAGEMENT MAP



Source: FEMA Firm Panel 12095C0465F / 12095C0455F September 25, 2009. Vertical Datum (NAVD88).

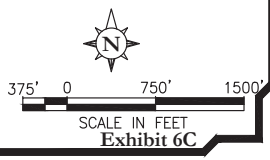
FEMA 100 Year Floodplain
Storey Park Community Development District

POULOS & BENNETT

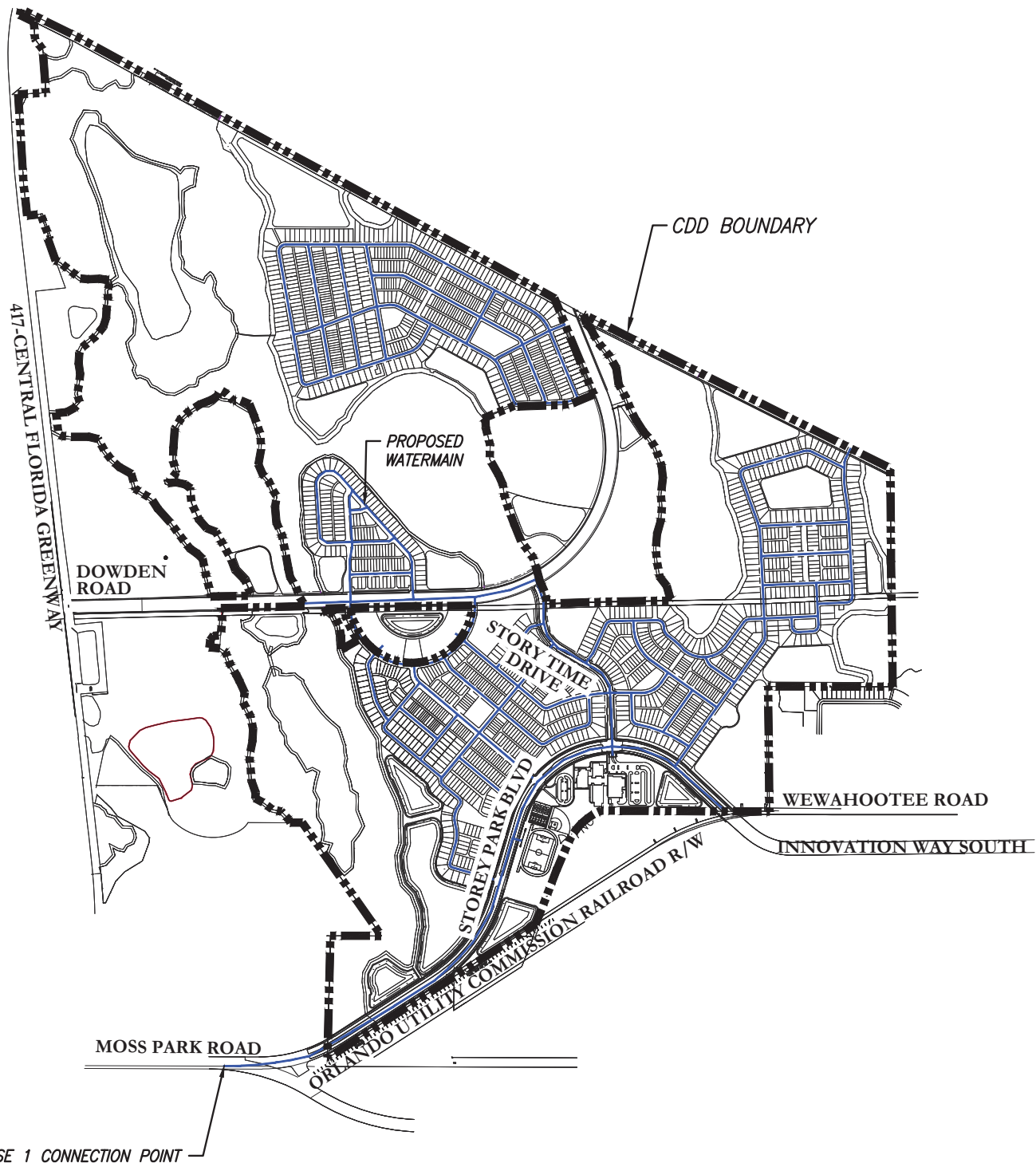
November 18, 2020
 P & B Job No: 12-080

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Z:\2012\12-080 LENNAR - INNOVATION PLACE\DWG\CDD\ENGINEER'S REPORT EXH - WITH PARCEL K\FEMA 100 YEAR FLOODPLAN



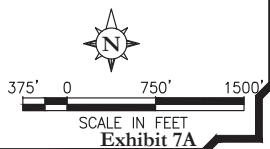
Potable Water Distribution System Map
Storey Park Community Development District

November 18, 2020
 P & B Job No: 12-080

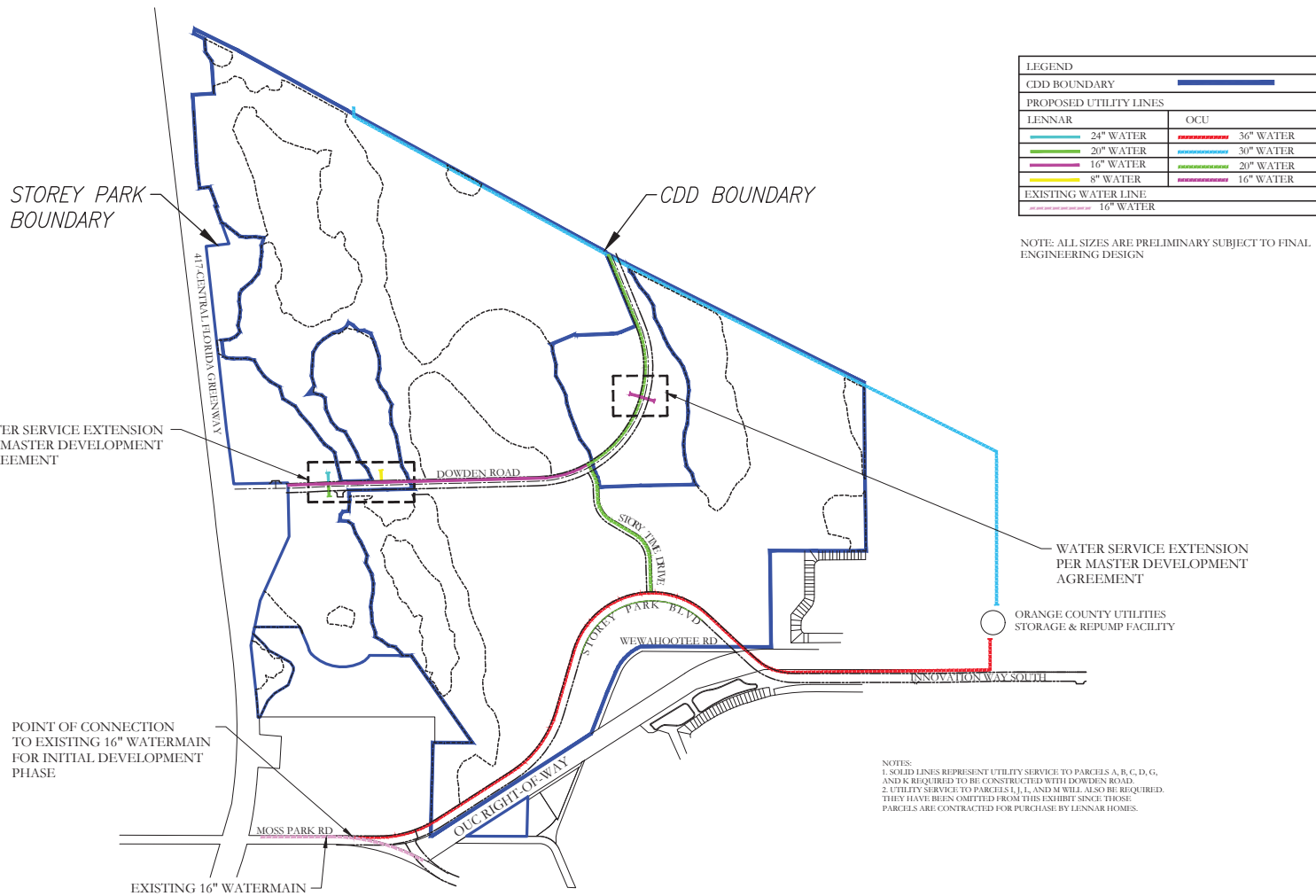
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Z:\2012\12-080 LENNR - INNOVATION PLACE\DW\CD\CD ENGINEER'S REPORT EXH - WITH PARCEL K\POTABLE WATER DISTRIBUTION SYSTEM MAP



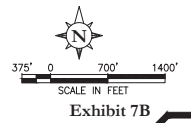
LEGEND	
CDD BOUNDARY	
PROPOSED UTILITY LINES	
LENNAR	OCU
24" WATER	36" WATER
20" WATER	30" WATER
16" WATER	20" WATER
8" WATER	16" WATER
EXISTING WATER LINE	
16" WATER	

NOTE: ALL SIZES ARE PRELIMINARY SUBJECT TO FINAL ENGINEERING DESIGN

NOTES:
 1. SOLID LINES REPRESENT UTILITY SERVICE TO PARCELS A, B, C, D, G, AND K REQUIRED TO BE CONSTRUCTED WITH DOWDEN ROAD.
 2. UTILITY SERVICE TO PARCELS I, J, L, AND M WILL ALSO BE REQUIRED. THEY HAVE BEEN OMITTED FROM THIS EXHIBIT SINCE THOSE PARCELS ARE CONTRACTED FOR PURCHASE BY LENNAR HOMES.

Regional Potable Water Infrastructure Improvements

Storey Park

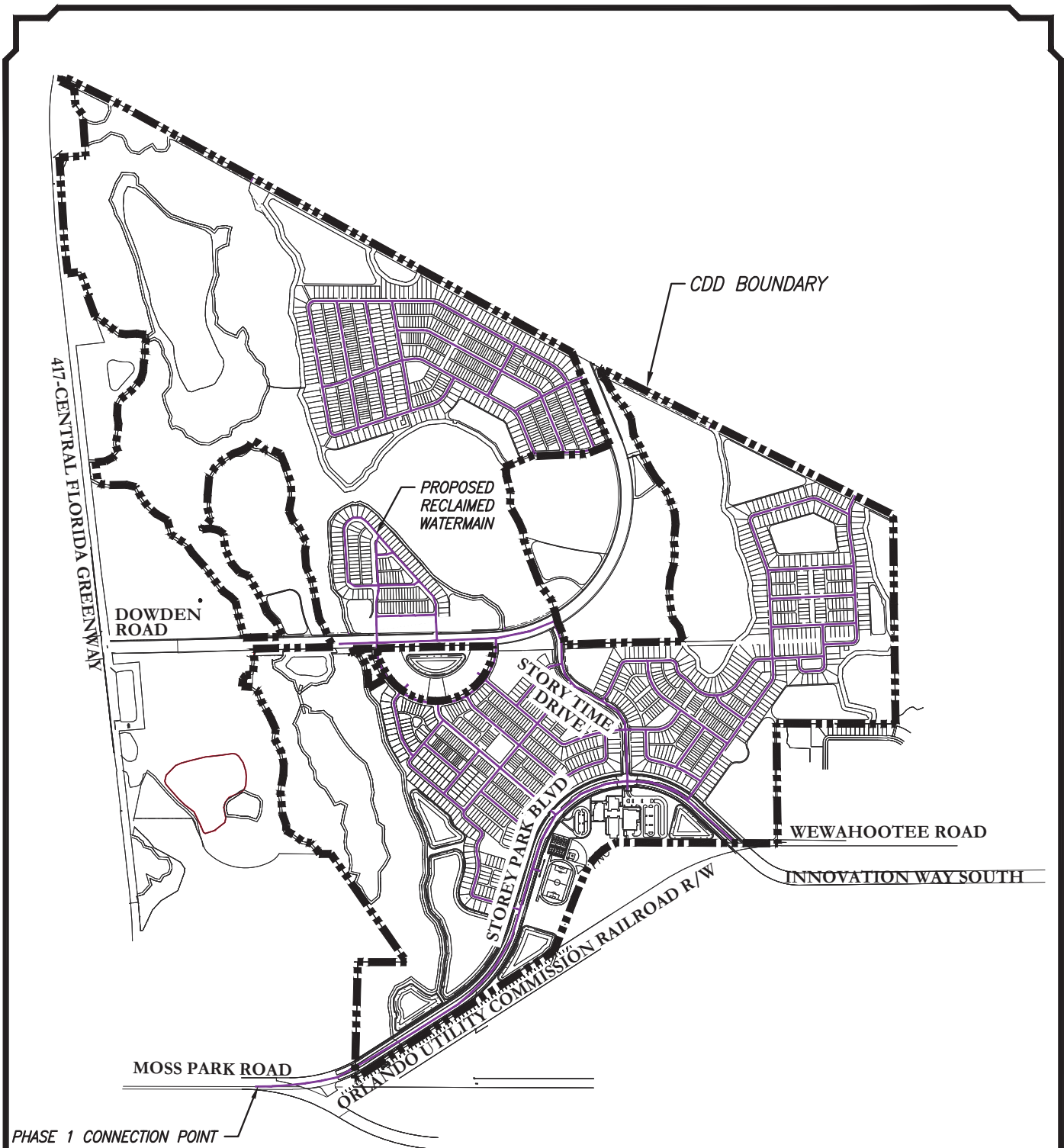


July 15, 2019
 P & B Job No.: 12-080

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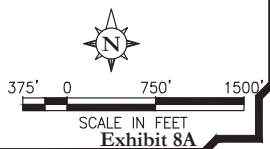
Reclaimed Water Distribution System Map
Storey Park Community Development District

November 18, 2020
 P & B Job No: 12-080

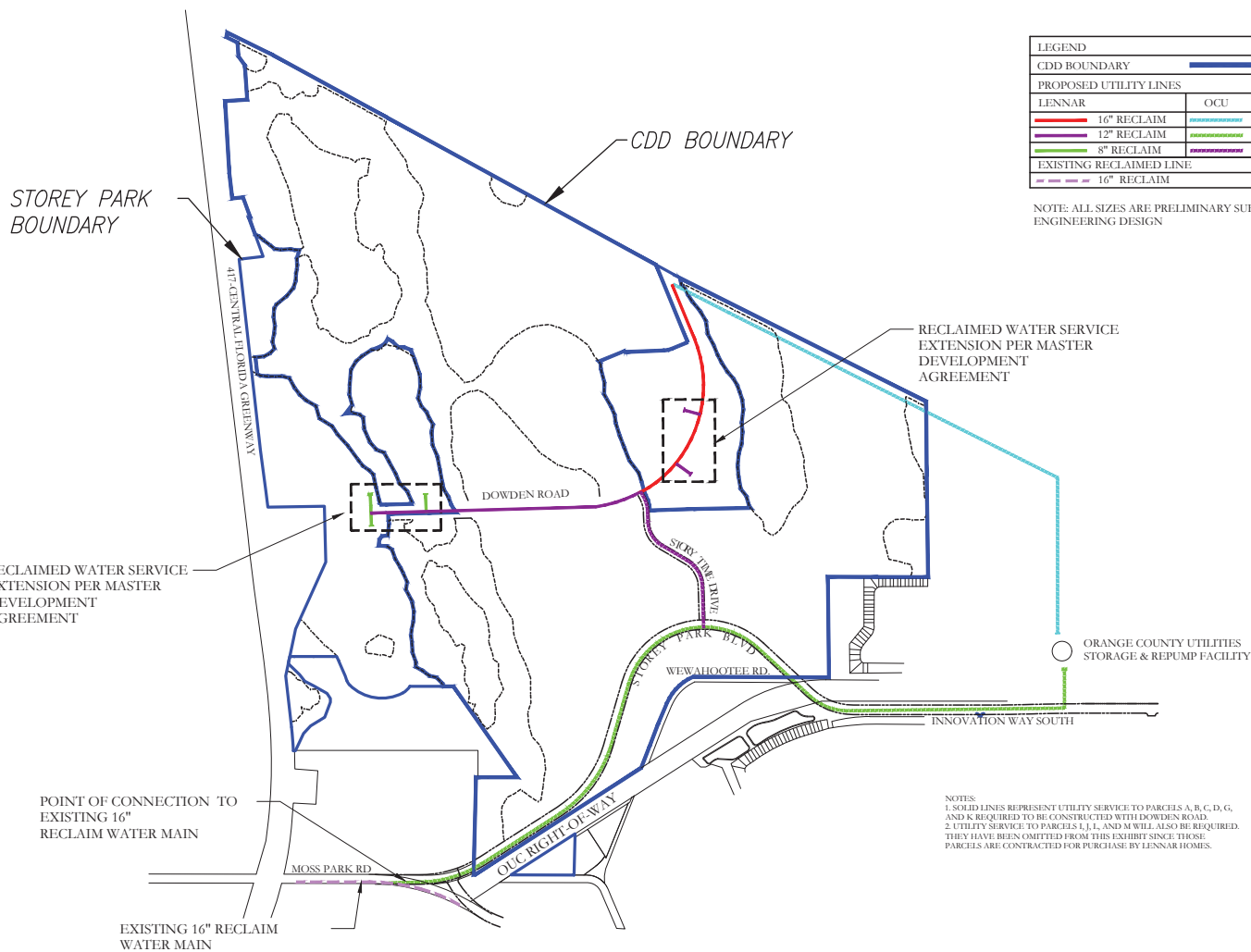
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Z:\2012\12-080 LENNR - INNOVATION PLACE\CD\CD\CD\ENGINEER'S REPORT EDH - WITH PARCEL K\RECLAIMED WATER DISTRIBUTION SYSTEM MAP



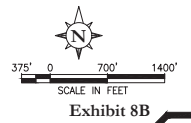
LEGEND	
CDD BOUNDARY	
PROPOSED UTILITY LINES	
LENNAR	OCU
16" RECLAIM	24" RECLAIM
12" RECLAIM	20" RECLAIM
8" RECLAIM	12" RECLAIM
EXISTING RECLAIMED LINE:	
16" RECLAIM	

NOTE: ALL SIZES ARE PRELIMINARY SUBJECT TO FINAL ENGINEERING DESIGN

NOTES:
 1. SOLID LINES REPRESENT UTILITY SERVICE TO PARCELS A, B, C, D, G, AND K REQUIRED TO BE CONSTRUCTED WITH DOWDEN ROAD.
 2. UTILITY SERVICE TO PARCELS I, J, L, AND M WILL ALSO BE REQUIRED. THEY HAVE BEEN OMITTED FROM THIS EXHIBIT SINCE THOSE PARCELS ARE CONTRACTED FOR PURCHASE BY LENNAR HOMES.

Regional Reclaimed Water Infrastructure Improvements

Storey Park

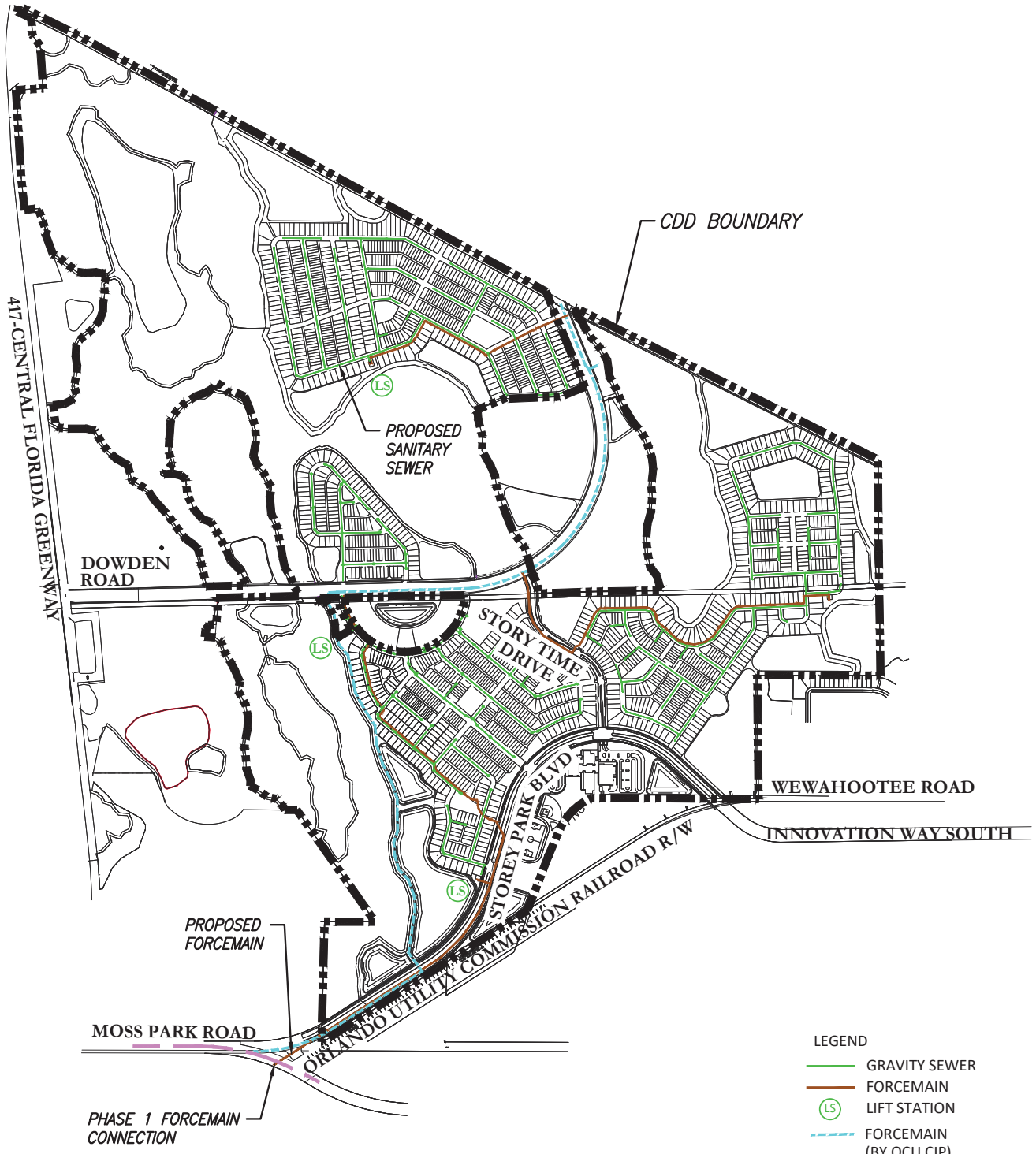


July 15, 2019
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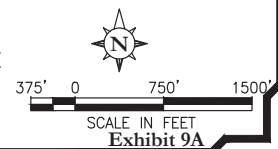
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Wastewater System Map
Storey Park Community Development District

- LEGEND**
- GRAVITY SEWER
 - FORCEMAIN
 - (LS) LIFT STATION
 - FORCEMAIN (BY OCU CIP)



November 18, 2020
 P & B Job No: 12-080

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Z:\2012\12-080 LENNAR - INNOVATION PLACE\CD\CD\CD\ENGINEER'S REPORT EXH - WITH PARCEL K\WASTEWATER SYSTEM MAP

STOREY PARK BOUNDARY

CDD BOUNDARY

LEGEND	
CDD BOUNDARY	
PROPOSED UTILITY LINES	
LENNAR	OCU
GRAVITY SEWER	30" FORCEMAIN
8" FORCEMAIN	20" FORCEMAIN
6" FORCEMAIN	
4" FORCEMAIN	
LIFT STATION	
EXISTING WASTEWATER LINE	
16" FORCEMAIN	

NOTE: ALL SIZES ARE PRELIMINARY SUBJECT TO FINAL ENGINEERING DESIGN

SANITARY SEWER CONNECTION PER MASTER DEVELOPMENT AGREEMENT

FORCEMAIN EXTENSION PER MASTER DEVELOPMENT AGREEMENT

ORANGE COUNTY UTILITIES STORAGE & REPUMP FACILITY

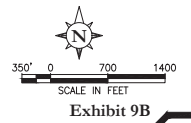
POINT OF CONNECTION TO EXISTING 16" FORCEMAIN FOR INITIAL DEVELOPMENT PHASE

EXISTING 16" FORCEMAIN

NOTES:
 1. SOLID LINES REPRESENT UTILITY SERVICE TO PARCELS A, B, C, D, G, AND K REQUIRED TO BE CONSTRUCTED WITH DOWDEN ROAD.
 2. UTILITY SERVICE TO PARCELS J, L, AND M WILL ALSO BE REQUIRED. THEY HAVE BEEN OMITTED FROM THIS EXHIBIT SINCE THOSE PARCELS ARE CONTRACTED FOR PURCHASE BY LENNAR HOMES.

Regional Wastewater Infrastructure Improvements

Storey Park

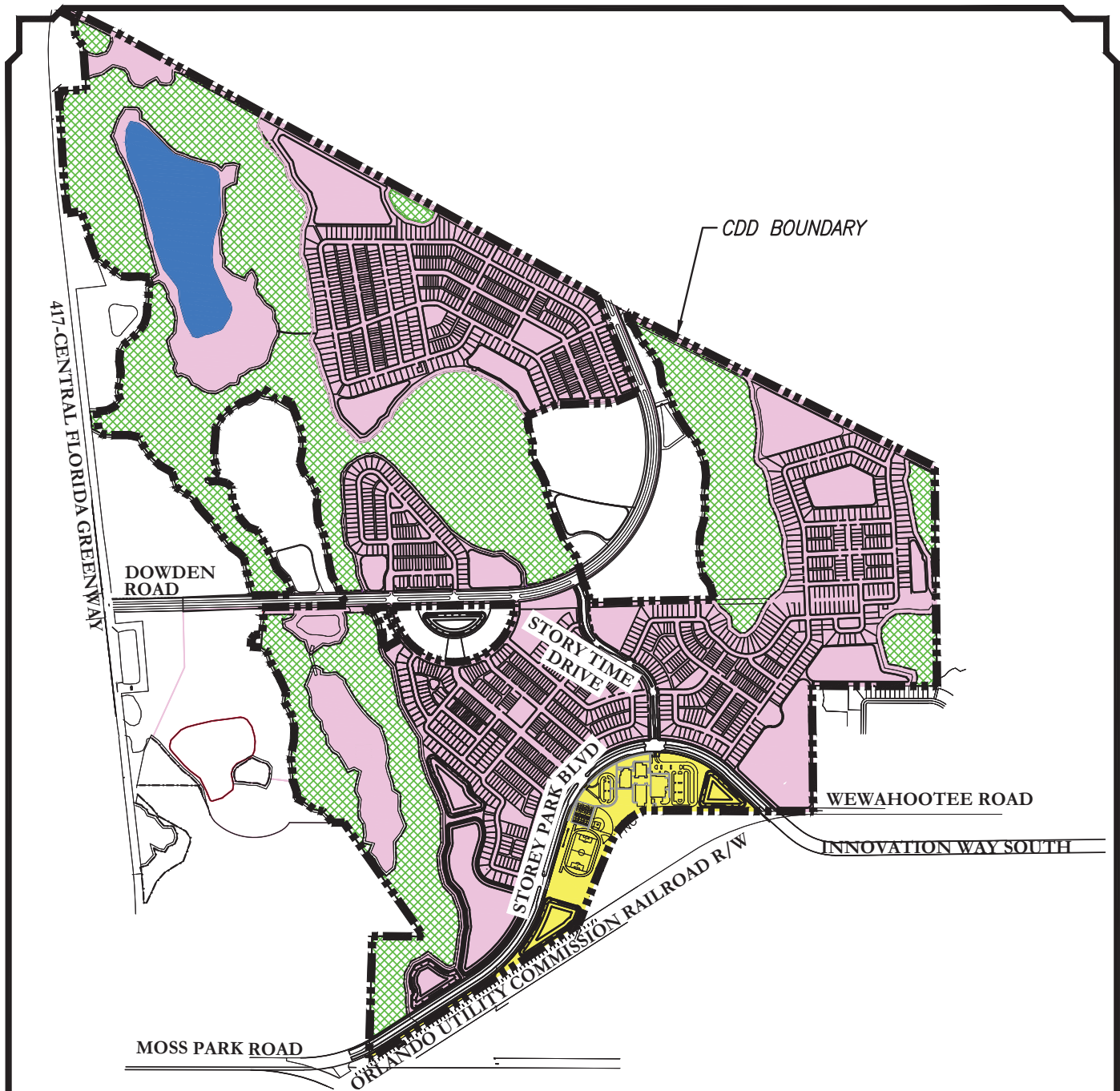


July 15, 2019
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LEGEND

	INTENSITY MIN	INTENSITY MAX	ALLOWABLE USES	ACREAGES
OFFICE LOW INTENSITY	NONE	21 UNITS/AC AND OR 0.40 FAR	RES/OFFICE/PUB/RECT INST	549.45 ac
CONSERVATION				342.83 ac
EXISTING LAKE/CONSERVATION (WB)				30.3 ac
ROADS				32.41 ac
SCHOOL SITE				38.27 ac
TOTAL				993.26 ac

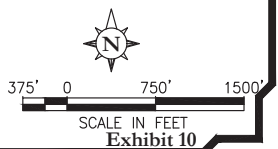
Future Land Use Plan
Storey Park Community Development District

November 18, 2020
 P & B Job No: 12-080

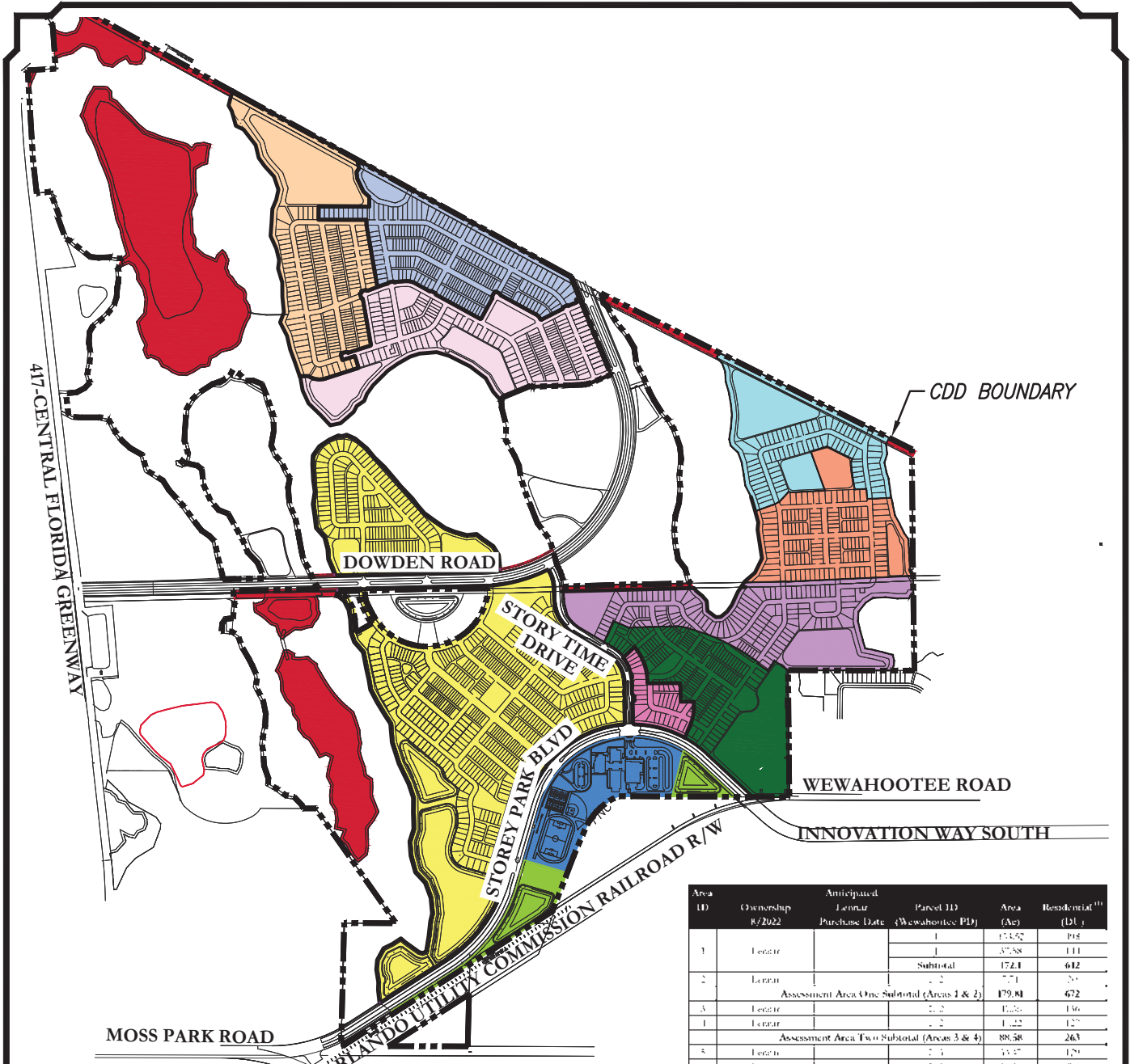
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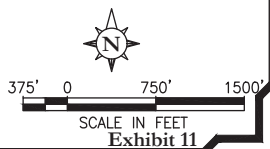
Z:\2012\12-080 LENNR - INNOVATION PLACE\04\03\00\CDD ENGINEER'S REPORT EXH - WITH PARCEL K\FUTURE LAND USE PLAN



- LEGEND**
- AREA 1
 - AREA 2
 - AREA 3
 - AREA 4
 - AREA 5
 - AREA 6
 - AREA 7
 - AREA 8
 - AREA 9
 - AREA 10
 - AREA 11
 - AREA 12

Area ID	Ownership	Anticipated Lennar Purchase Date	Parcel ID (Wevahootee PD)	Area (Ac)	Residential ¹¹¹ (DU)
1	Lennar		1	174.52	198
			2	37.58	111
				Subtotal	612
2	Lennar		2	77.1	70
				Assessment Area One Subtotal (Areas 1 & 2)	672
3	Lennar		3	15.3	136
4	Lennar		4	1.22	127
				Assessment Area Two Subtotal (Areas 3 & 4)	263
5	Lennar		5	13.7	179
6	Lennar		6	33.6	76
				Assessment Area Three Subtotal (Areas 5 & 6)	265
7	Moss Park Properties		11, 12, 13	70.92	
8	Lennar		8	28.1	
9	Lennar		9	12.72	
10	Lennar		10	50.93	169
11	Lennar		11	53.23	197
				Assessment Area Four Subtotal (Areas 10 & 11)	357
12	Lennar		12	12.34	251
				Assessment Area Five Subtotal (Area 12)	251
				Total	1728

Land Ownership Map
Storey Park Community Development District

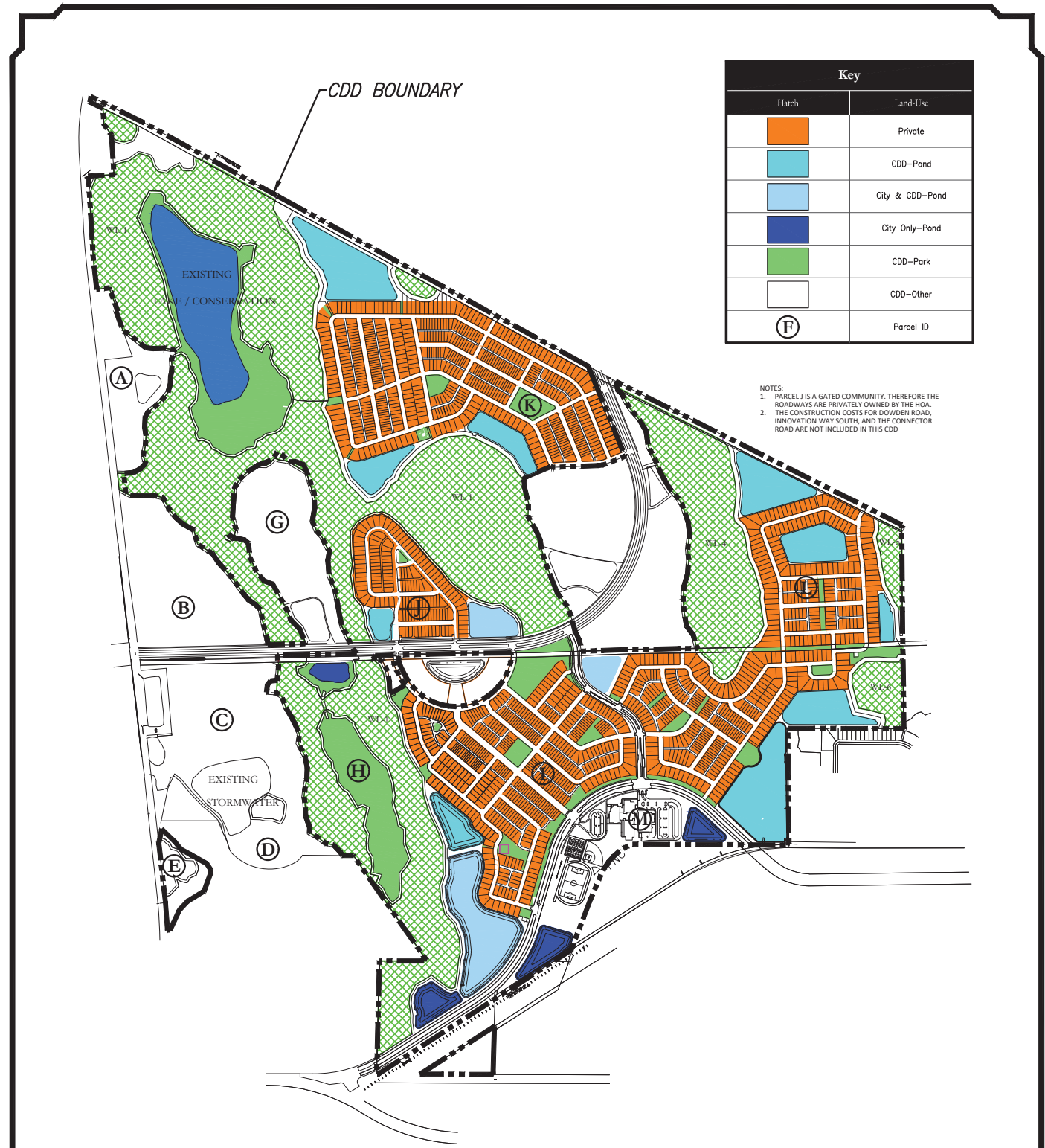


August 16, 2022
 P & B Job No: 12-080

2602 E Livingston St
 Orlando, Florida 32803 - 407.487.2594

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 Certificate of Authorization No. 28567

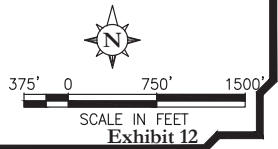
Z:\2012\12-080 LENNAR - INNOVATION PLACE\CADD\CDD ENGINEER'S REPORT EXH - WITH PARCEL K\LAND OWNERSHIP MAP



Key	
Hatch	Land-Use
	Private
	CDD-Pond
	City & CDD-Pond
	City Only-Pond
	CDD-Park
	CDD-Other
	Parcel ID

- NOTES:
 1. PARCEL J IS A GATED COMMUNITY. THEREFORE THE ROADWAYS ARE PRIVATELY OWNED BY THE HOA.
 2. THE CONSTRUCTION COSTS FOR DOWDEN ROAD, INNOVATION WAY SOUTH, AND THE CONNECTOR ROAD ARE NOT INCLUDED IN THIS CDD

Future Public and Private Uses Within CDD
Storey Park Community Development District



November 18, 2020
 P & B Job No.: 12-080

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 Orlando, Florida 32803 - 407.487.2594

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Exhibit 13

Storey Park

Cost Opinion for Community Development District Capital Improvement Plan

Facility	Estimated Cost	Estimated Cost	Assessment Area One	Assessment Area Two	Assessment Area Three	Assessment Area Four	Assessment Area Five
	Area 1	Area 2	Area 1 & Area 2	Areas 3 & 4	Areas 5 & 6	Areas 10 & 11	Areas 12
CDD Roadways and Alleys	\$ 3,560,182	\$ 146,988	\$ 3,707,170	\$ 1,288,594	\$ 1,004,418	\$ 2,840,015	\$ 599,078
Stormwater Improvements (pipes, drainage structures, outfalls)	\$ 2,509,636	\$ 103,614	\$ 2,613,251	\$ 908,353	\$ 708,032	\$ 2,025,789	\$ 717,244
Earthworks (stormwater pond excavation and dewatering)	\$ 1,616,720	\$ -	\$ 1,616,720	\$ 741,500	\$ 741,500	\$ 1,828,934	\$ 750,887
Potable Water Distribution (pipes, fittings, valves)	\$ 1,636,127	\$ 73,373	\$ 1,709,501	\$ 643,241	\$ 501,386	\$ 873,145	\$ 564,976
Reclaimed Water Distribution (pipes, fittings, valves)	\$ 1,284,000	\$ 53,012	\$ 1,337,012	\$ 464,739	\$ 362,249	\$ 586,190	\$ 177,833
Sanitary Sewer System (lift stations, pipes, fittings, valves, forcemains)	\$ 2,313,145	\$ 103,735	\$ 2,416,880	\$ 909,410	\$ 708,855	\$ 1,395,063	\$ 262,545
Off-site Improvements (Transportation Proportionate Share)	\$ 926,619	\$ 37,214	\$ 963,833	\$ 326,239	\$ 254,293	\$ 442,842	\$ 286,545
Master Signage, Trails and Street Trees	\$ 900,000	\$ 36,145	\$ 936,145	\$ 316,867	\$ 246,988	\$ 430,120	\$ 278,313
Electrical Distribution & Street Lights	\$ 1,330,598	\$ 64,746	\$ 1,395,344	\$ 567,606	\$ 442,430	\$ 770,476	\$ 498,544
Landscape and Hardscape	\$ 729,545	\$ 30,120	\$ 759,666	\$ 264,056	\$ 205,823	\$ 358,434	\$ 231,928
Subtotal	\$ 16,806,574	\$ 648,947	\$ 17,455,521	\$ 6,430,606	\$ 5,175,974	\$ 11,551,008	\$ 4,367,892
Soft Costs (8%)	\$ 1,344,526	\$ 51,916	\$ 1,396,442	\$ 514,448	\$ 414,078	\$ 924,081	\$ 349,431
Subtotal	\$ 18,151,099	\$ 700,863	\$ 18,851,963	\$ 6,945,054	\$ 5,590,052	\$ 12,475,089	\$ 4,717,323
Contingency (10% of Hard Costs)	\$ 1,680,657	\$ 64,895	\$ 1,745,552	\$ 643,061	\$ 517,597	\$ 1,155,101	\$ 436,789
Total	\$ 19,831,757	\$ 765,758	\$ 20,597,515	\$ 7,588,115	\$ 6,107,650	\$ 13,630,190	\$ 5,154,112

Notes:

1) Parcel M is a school site and therefore no associated costs for development on Parcel M are included in Areas 1.

(2) Areas 3 and 4 represent Assessment Area Two as detailed in the Master Assessment Methodology prepared by Governmental Management Services Central Florida. Assessment Area Three was revised in the 5/1/19 Engineer's Report Revision 6 Update to exclude Areas 7. Areas 5 and 6 only now represent Assessment Area Three.

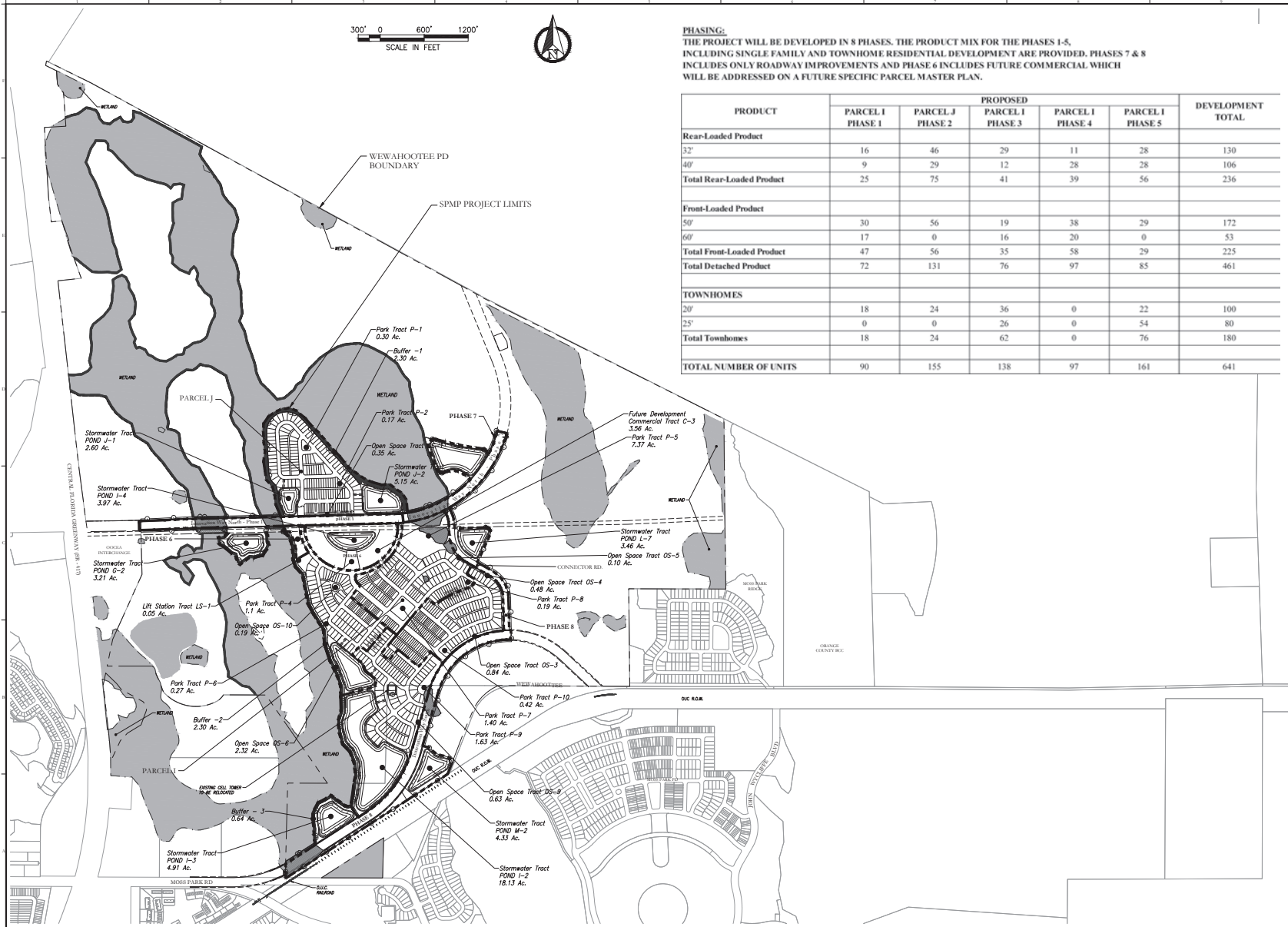
3) Assessment Areas 4 & 5 were added in the Engineer's Report Revision 7 dated January 2021

Exhibit 14

Storey Park
Permit Status

Permit	Submitted	Approved
Master		
City of Orlando Annexation and Development Agreement		9/23/2013
First Amendment to the Annexation and Development Agreement		11/25/2013
City of Orlando Wewahootee PD		12/16/2013
City of Orlando SPMP		3/18/2014
Utility Construction Reimbursement Agreement for Dowden Road and Innovation Way South (OCU)		1/13/2015
Army Corp of Engineers		1/9/2012
FEMA CLOMR-F		1/26/2017
Gopher Tortoise Relocation Permit (FWC)		6/3/2014
City of Orlando Mass Grading (SPMP Parcel I & J Limits)	3/14/2014	10/30/2014
SFWMD ERP (Conceptual and Phases 1-8 of the SPMP)	3/6/2014	7/28/2014
SFWMD WUP Dewatering	4/14/2014	8/25/2014
Phase 1 (90 Residential Units)		
City of Orlando Construction Plans	4/23/2014	10/9/2014
City of Orlando Plat	6/16/2014	4/20/2015
Orange County Utilities	4/23/2014	12/18/2014
FDEP Water	11/26/2014	12/2/2014
FDEP Sewer	11/26/2014	12/16/2014
Florida Gas Encroachment Agreement		8/21/2014
Phase 2 (144 Residential Units)		
City of Orlando Construction Plans	12/22/2014	6/22/2015
City of Orlando Plat	6/9/2016	3/3/2016
Orange County Utilities	2/4/2015	5/8/2015
FDEP Water	5/21/2015	5/26/2015
FDEP Sewer	5/21/2015	5/22/2015
Phase 3 (149 Residential Units)		
City of Orlando Construction Plans	6/20/2016	7/26/2016
City of Orlando Plat	9/4/2015	1/9/2017
Orange County Utilities	6/23/2016	7/1/2016
FDEP Water	6/8/2016	6/20/2016
FDEP Sewer	6/8/2016	6/14/2016
Phase 4 (119 Residential Units)		
City of Orlando Construction Plans	2/2/2017	3/25/2017
City of Orlando Plat	1/17/2017	5/9/2017
Orange County Utilities	3/28/2016	1/23/2017
FDEP Water	2/7/2016	2/9/2017
FDEP Sewer	2/7/2016	2/22/2017
Parcel L Master		
City of Orlando Parcel L SPMP	9/20/2016	11/14/2016
City of Orlando Mass Grading (SPMP Parcel I & J Limits)	1/6/2017	6/22/2017
SFWMD ERP (Mass Grading)	1/10/2017	2/17/2017
Gopher Tortoise Relocation Permit (FWC)		6/13/2017
SFWD WUP Dewatering		4/7/2017
Parcel L Phase 1 (150 Residential Units)		
City of Orlando Construction Plans	2/14/2017	12/4/2017
City of Orlando Plat	1/15/2018	4/9/2018
Orange county Utilities	2/14/2017	10/19/2017
FDEP Water	8/28/2017	8/31/2017
FDEP Sewer	4/21/2017	9/13/2017
SFWMD ERP	4/21/2017	6/12/2017
Florida Gas Encroachment Agreement		complete

Parcel L Phase 2 (143 Residential Units)		
City of Orlando Construction Plans	1/5/2018	1/11/2018
City of Orlando Plat	5/1/2018	9/20/2018
Orange County Utilities	11/6/2017	11/15/2017
FDEP Water	12/15/2017	12/22/2017
FDEP Sewer	12/15/2017	12/27/2017
SFWMD ERP	9/22/2017	8/28/2017
Parcel L Phase 3		
City of Orlando Construction Plans	3/14/2018	1/23/2019
City of Orlando Plat	9/13/2018	4/3/2019
Orange County Utilities	3/14/2018	8/8/2018
FDEP Water	10/15/2018	10/19/2018
FDEP Sewer	10/21/2018	12/11/2018
SFWMD ERP	3/26/2018	6/13/2018
Parcel L Phase 4		
City of Orlando Construction Plans	3/30/2018	1/23/2019
City of Orlando Plat	7/12/2019	12/18/2019
Orange County Utilities	3/30/2018	9/13/2018
FDEP Water	9/14/2018	10/17/2018
FDEP Sewer	9/14/2018	10/19/2018
SFWMD ERP	6/8/2018	9/1/2018
Parcel K Master		
City of Orlando Parcel K SPMP	5/20/2019	8/15/2019
City of Orlando Mass Grading (Parcel K)	12/13/2019	1/30/2020
SFWMD ERP (Mass Grading)	12/17/2019	3/5/2020
SFWD WUP Dewatering	2/21/2020	3/31/2020
Parcel K Phase 1 (160 Residential Units)		
City of Orlando Construction Plans	1/24/2020	8/22/2020
City of Orlando Plat	6/10/2020	1/28/2021
Orange county Utilities	1/24/2020	8/21/2020
FDEP Water	8/18/2020	9/3/2020
FDEP Sewer	8/18/2020	9/2/2020
SFWMD ERP	1/24/2020	6/24/2020
Parcel K Phase 2 (197 Residential Units)		
City of Orlando Construction Plans	11/5/2020	6/1/2021
City of Orlando Plat	4/16/2021	11/12/2021
Orange county Utilities	10/30/2020	5/24/2021
FDEP Water	3/3/2021	3/5/2021
FDEP Sewer	3/3/2021	3/8/2021
SFWMD ERP	10/30/2020	2/18/2021
Parcel K Phase 3 (231 Residential Units)		
City of Orlando Construction Plans	1/22/2021	3/30/2022
City of Orlando Plat	2/23/2022	
Orange county Utilities	1/22/2021	7/6/2021
FDEP Water	5/24/2021	5/26/2021
FDEP Sewer	5/20/2021	5/21/2021
SFWMD ERP	1/22/2021	3/18/2021



PHASING:

THE PROJECT WILL BE DEVELOPED IN 8 PHASES. THE PRODUCT MIX FOR THE PHASES 1-5, INCLUDING SINGLE FAMILY AND TOWNHOME RESIDENTIAL DEVELOPMENT ARE PROVIDED. PHASES 7 & 8 INCLUDES ONLY ROADWAY IMPROVEMENTS AND PHASE 6 INCLUDES FUTURE COMMERCIAL WHICH WILL BE ADDRESSED ON A FUTURE SPECIFIC PARCEL MASTER PLAN.

PRODUCT	PROPOSED					DEVELOPMENT TOTAL
	PARCEL I PHASE 1	PARCEL J PHASE 2	PARCEL I PHASE 3	PARCEL I PHASE 4	PARCEL I PHASE 5	
Rear-Loaded Product						
32'	16	46	29	11	28	130
40'	9	29	12	28	28	106
Total Rear-Loaded Product	25	75	41	39	56	236
Front-Loaded Product						
50'	30	56	19	38	29	172
60'	17	0	16	20	0	53
Total Front-Loaded Product	47	56	35	58	29	225
Total Detached Product	72	131	76	97	85	461
TOWNHOMES						
20'	18	24	36	0	22	100
25'	0	0	26	0	54	80
Total Townhomes	18	24	62	0	76	180
TOTAL NUMBER OF UNITS	90	155	138	97	161	641

Consultant:

NO. 0000	DATE	DESCRIPTION
	JANUARY 10, 2014	SUBMISSIONS/REVISIONS
	12.080	
	DM	
	PN	
	CM	
	RJE	
	1" = 60'	

STOREY PARK - PARCELS I & J - (WEWAHOOTEE PD)

Submitted To:
CITY OF ORLANDO, FL

Sheet Title:
CITY OF ORLANDO SPECIFIC PARCEL MASTER PLAN PHASING

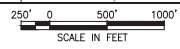
Sheet No.:
EXHIBIT 15

Scale:
DATE: MARCH 19, 2015



Poulos & Bennett, LLC
4025 Hilder Lane, Suite B, Orlando, FL 32814
Tel: 407-487-2299 www.poulosandbennett.com
Eng. No. 28567

2: 2015/11-260 L0006 - WEWAHOOTEE PD/SPMP/OS/CONTRACTOR'S MASTER PLAN PHASING



Key Map:



Consultant:

02/03/2016	ADDED ROAD AT DOG PARK
05/06/2016	SECRET TO CITY
NO. REV.	DESCRIPTION
	SUBMISSIONS/REVISIONS
VERTICAL DATE	N/A/D/88
RIB NO.	12/08
DESIGNED BY:	NVV
DRAWN BY:	CSJ
CHECKED BY:	NVV
APPROVED BY:	CMB
SCALE IN FEET:	1" = 50'

**STOREY PARK -
PARCEL L
(WEWAHOOTEE PD)**

Submitted To:
CITY OF ORLANDO, FL

Sheet Title:
**MASTER SITE
PLAN**

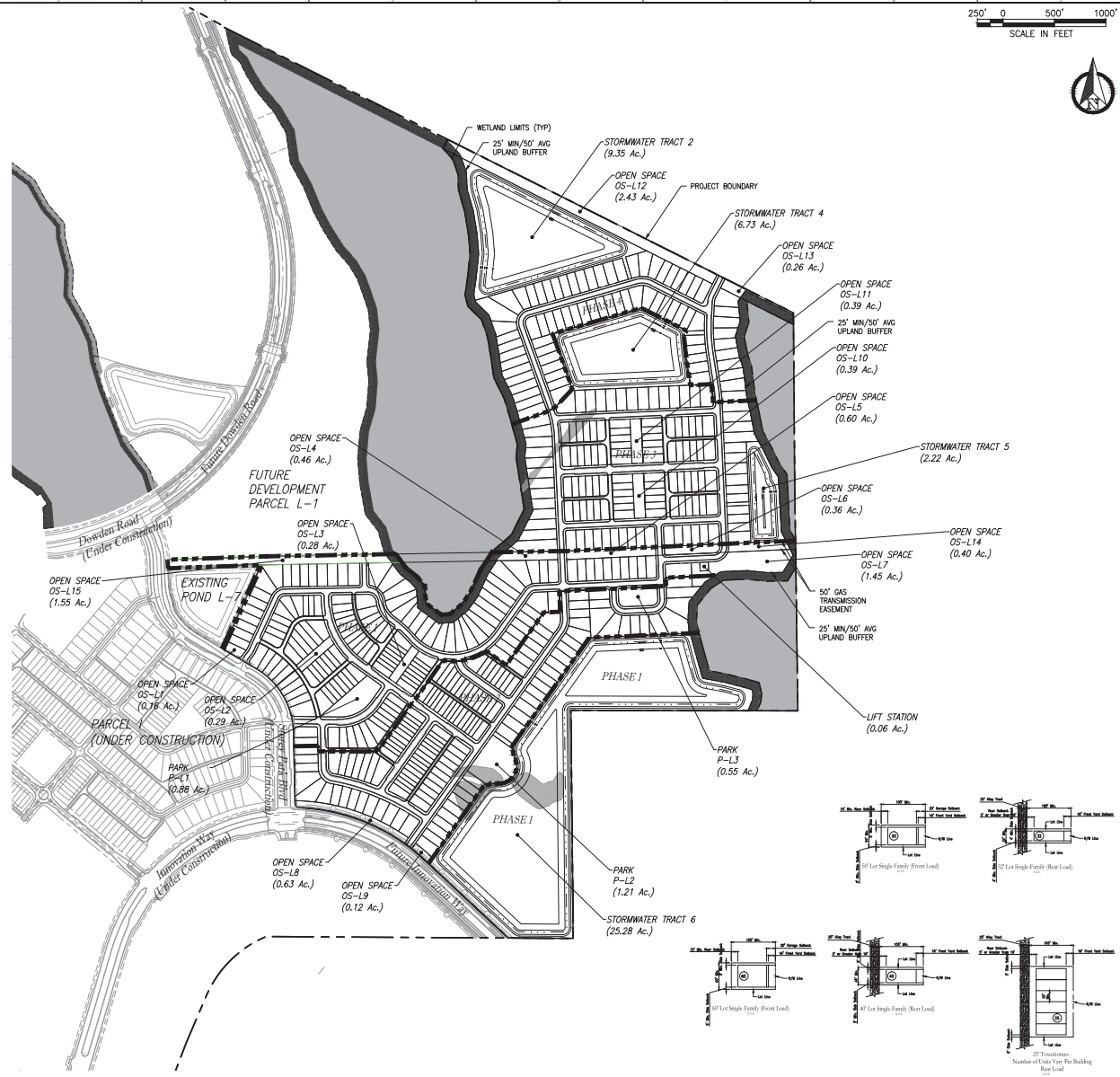
Sheet No.:
C2.00

DATE: OCTOBER 10, 2016



Poulos & Bennett, LLC
2602 E. Livingston St., Orlando, FL 32803
Tel: 407-487-2974 www.poulosandbennett.com
Eng. Bus. No. 28567

EXHIBIT 16



Z:\2015\11-280 LUMMA - INTERIOR PLACE\PARCEL L\CON\PLANS\MASTER SITE PLAN (C2.00) - 40P

Z:\2017\17-080 LAMAR - WEAHOOOEE PARCEL 1\CONTRACT\DWG\17080-C2.DWG

PROJECT DESCRIPTION:
 WEHOOOEE PARK WITH 700,000 SQUARE FEET OF COMMUNITY WELL-BEING AND RECREATION. THE PROJECT IS A 700,000 SQUARE FOOT COMMUNITY WELL-BEING AND RECREATION CENTER. THE PROJECT IS A 700,000 SQUARE FOOT COMMUNITY WELL-BEING AND RECREATION CENTER. THE PROJECT IS A 700,000 SQUARE FOOT COMMUNITY WELL-BEING AND RECREATION CENTER.

UTILIZATION: COMMUNITY WELL-BEING AND RECREATION CENTER
PROPOSED DEVELOPMENT: COMMUNITY WELL-BEING AND RECREATION CENTER
EXISTING ZONING: COMMUNITY WELL-BEING AND RECREATION CENTER

PARKING SPACE	TYPE	AMOUNT	PERCENTAGE
101	Surface	100	100%
102	Surface	100	100%
103	Surface	100	100%
104	Surface	100	100%
105	Surface	100	100%
106	Surface	100	100%
107	Surface	100	100%
108	Surface	100	100%
109	Surface	100	100%
110	Surface	100	100%
111	Surface	100	100%
112	Surface	100	100%
113	Surface	100	100%
114	Surface	100	100%
115	Surface	100	100%
116	Surface	100	100%
117	Surface	100	100%
118	Surface	100	100%
119	Surface	100	100%
120	Surface	100	100%

RESIDENTIAL DEVELOPMENT STANDARDS

Product	Min. Lot Area	Min. Lot Depth	Min. Front Yard Setback	Min. Side Yard Setback	Min. Rear Yard Setback	Min. Front Height	Min. Rear Height	Min. Side Height	Min. Lot Coverage
Single-Family Detached	500	100	5	5	5	8	8	8	25%
Single-Family Attached	500	100	5	5	5	8	8	8	25%
Two-Family Attached	500	100	5	5	5	8	8	8	25%
Multi-Family	500	100	5	5	5	8	8	8	25%

NOTES:
 1. ALL SETBACKS SHALL BE MEASURED FROM THE EXTERIOR FACE OF THE WALL OR CURB.
 2. ALL HEIGHTS SHALL BE MEASURED FROM THE FINISHED GRADE AT THE FRONT OF THE LOT.
 3. ALL LOT COVERAGE SHALL BE MEASURED FROM THE EXTERIOR FACE OF THE WALL OR CURB.
 4. ALL LOT COVERAGE SHALL BE MEASURED FROM THE EXTERIOR FACE OF THE WALL OR CURB.
 5. ALL LOT COVERAGE SHALL BE MEASURED FROM THE EXTERIOR FACE OF THE WALL OR CURB.
 6. ALL LOT COVERAGE SHALL BE MEASURED FROM THE EXTERIOR FACE OF THE WALL OR CURB.
 7. ALL LOT COVERAGE SHALL BE MEASURED FROM THE EXTERIOR FACE OF THE WALL OR CURB.
 8. ALL LOT COVERAGE SHALL BE MEASURED FROM THE EXTERIOR FACE OF THE WALL OR CURB.
 9. ALL LOT COVERAGE SHALL BE MEASURED FROM THE EXTERIOR FACE OF THE WALL OR CURB.
 10. ALL LOT COVERAGE SHALL BE MEASURED FROM THE EXTERIOR FACE OF THE WALL OR CURB.

DEVELOPMENT NOTES:
 1. THE PROJECT SHALL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF ORLANDO ZONING ORDINANCE.
 2. THE PROJECT SHALL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF ORLANDO ZONING ORDINANCE.
 3. THE PROJECT SHALL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF ORLANDO ZONING ORDINANCE.
 4. THE PROJECT SHALL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF ORLANDO ZONING ORDINANCE.
 5. THE PROJECT SHALL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF ORLANDO ZONING ORDINANCE.
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 7. THE PROJECT SHALL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF ORLANDO ZONING ORDINANCE.
 8. THE PROJECT SHALL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF ORLANDO ZONING ORDINANCE.
 9. THE PROJECT SHALL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF ORLANDO ZONING ORDINANCE.
 10. THE PROJECT SHALL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF ORLANDO ZONING ORDINANCE.

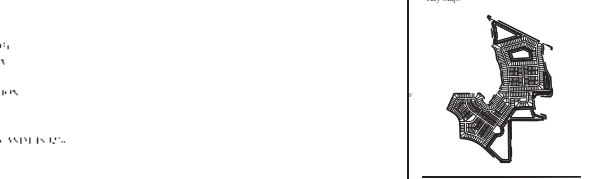
UTILIZATION:	UTILIZATION:
SEWER	SEWER
RECLAIMED WATER	RECLAIMED WATER
ELECTRIC	ELECTRIC
FIBER OPTIC	FIBER OPTIC
OWNERSHIP/MAINTENANCE	OWNERSHIP/MAINTENANCE
WATER	WATER
WASTE WATER	WASTE WATER
WASTE WATER WORK	WASTE WATER WORK
SEWER/RECLAIMED WATER	SEWER/RECLAIMED WATER
CONSERVATION/REUSE	CONSERVATION/REUSE
STORMWATER/REUSE	STORMWATER/REUSE
RECYCLING	RECYCLING

UTILIZATION: COMMUNITY WELL-BEING AND RECREATION CENTER

UTILIZATION:	UTILIZATION:
SEWER	SEWER
RECLAIMED WATER	RECLAIMED WATER
ELECTRIC	ELECTRIC
FIBER OPTIC	FIBER OPTIC
OWNERSHIP/MAINTENANCE	OWNERSHIP/MAINTENANCE
WATER	WATER
WASTE WATER	WASTE WATER
WASTE WATER WORK	WASTE WATER WORK
SEWER/RECLAIMED WATER	SEWER/RECLAIMED WATER
CONSERVATION/REUSE	CONSERVATION/REUSE
STORMWATER/REUSE	STORMWATER/REUSE
RECYCLING	RECYCLING

DEVELOPMENT STANDARDS:

Product	Min. Lot Area	Min. Lot Depth	Min. Front Yard Setback	Min. Side Yard Setback	Min. Rear Yard Setback	Min. Front Height	Min. Rear Height	Min. Side Height	Min. Lot Coverage
Single-Family Detached	500	100	5	5	5	8	8	8	25%
Single-Family Attached	500	100	5	5	5	8	8	8	25%
Two-Family Attached	500	100	5	5	5	8	8	8	25%
Multi-Family	500	100	5	5	5	8	8	8	25%



Consultant:

NO.	DATE	DESCRIPTION
1	02/03/2016	ADDED ROAD AT DOG PARK
2	02/22/2016	SECRET TO CITY
3	03/01/2016	REVISIONS
4	03/01/2016	REVISIONS
5	03/01/2016	REVISIONS
6	03/01/2016	REVISIONS
7	03/01/2016	REVISIONS
8	03/01/2016	REVISIONS
9	03/01/2016	REVISIONS
10	03/01/2016	REVISIONS

Project Name: STOREY PARK - PARCEL 1 (WEWAHOOTE E PD)

DEVELOPMENT DATA

PRODUCT	PHASE 1	PHASE 2	PHASE 3	PHASE 4	TOTAL
1-40 Front-Loaded Product	70	0	0	0	70
1-40 Front-Loaded Product	14	43	37	0	94
1-40 Front-Loaded Product	134	191	129	0	454
1-40 Front-Loaded Product	10	47	0	0	57
1-40 Front-Loaded Product	10	42	0	0	52
TOTAL MULTI-FAMILY UNITS	150	112	129	0	391

DEVELOPMENT DATA

PRODUCT	PHASE 1	PHASE 2	PHASE 3	PHASE 4	TOTAL
1-40 Front-Loaded Product	70	0	0	0	70
1-40 Front-Loaded Product	14	43	37	0	94
1-40 Front-Loaded Product	134	191	129	0	454
1-40 Front-Loaded Product	10	47	0	0	57
1-40 Front-Loaded Product	10	42	0	0	52
TOTAL MULTI-FAMILY UNITS	150	112	129	0	391

Submitted To: CITY OF ORLANDO, FL

Sheet Title: DEVELOPMENT DATA

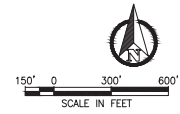
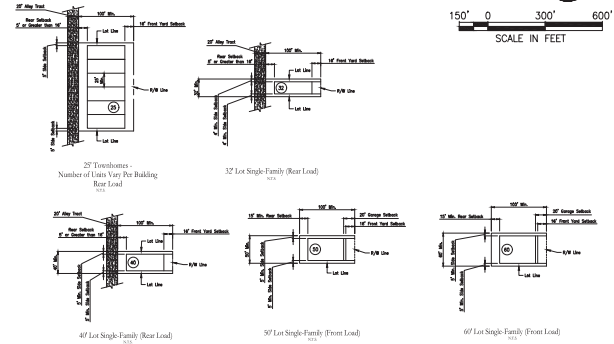
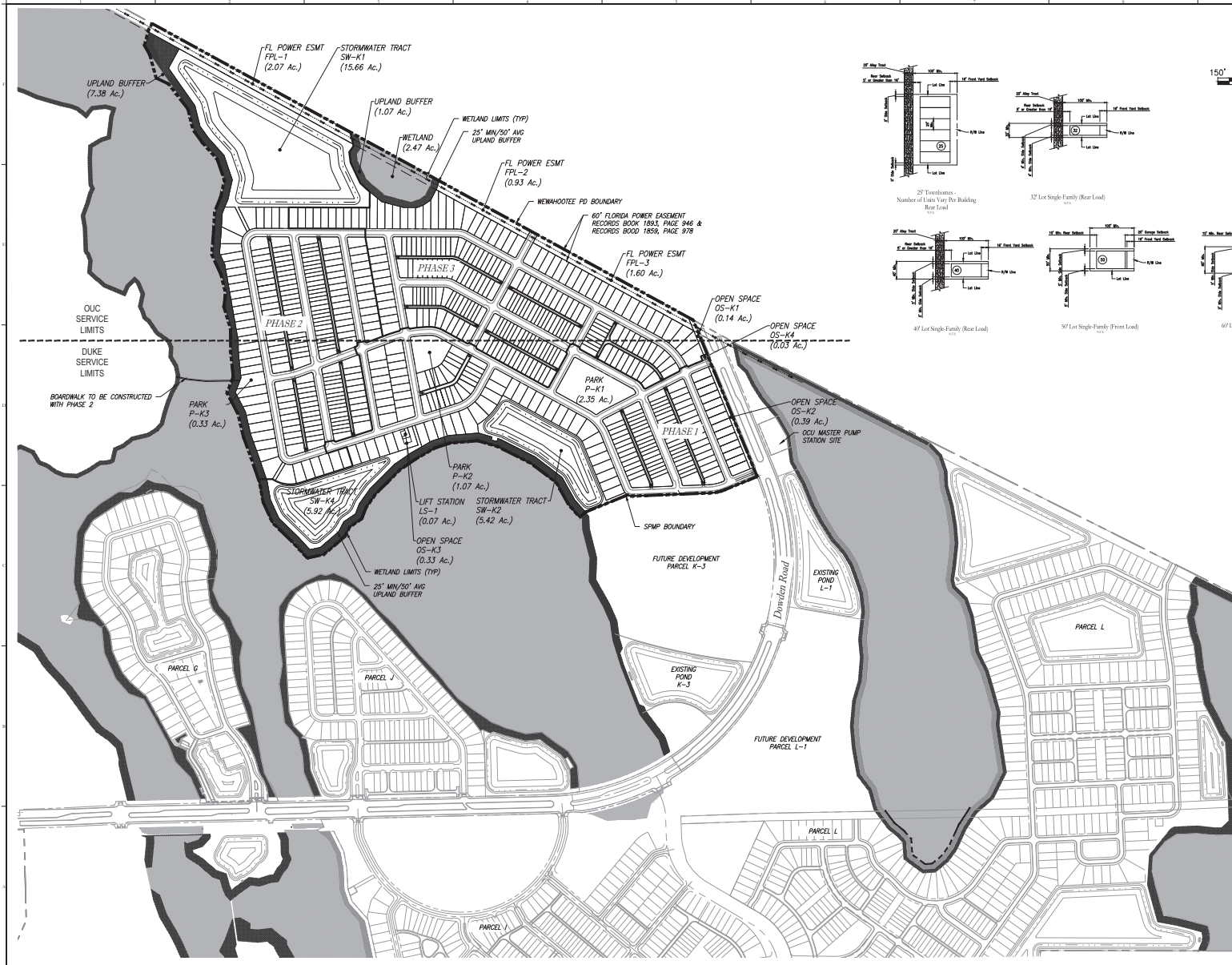
Sheet No.: C2.01

DATE: October 10, 2016

POULOS & BENNETT

Poulos & Bennett, LLC
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 Eng. Reg. No. 28567

2:0015117-000 100% - INCLUSIVE PLACE/AREA - K/CAN PRELIMINARY/SPM/12000-4-00P



Key Map

Consultant:

05/06/20	RESUBMIT TO CITY OF ORLANDO
08/12/19	RESUBMIT TO CITY
06/20/19	RESUBMIT TO CITY
NO. DATE	DESCRIPTION
	SUBMISSIONS/REVISIONS
VERTICAL DATUM	NAVD 88
REVISION	12/08
DESIGNED BY:	NAV
DRAWN BY:	CS
CHECKED BY:	NAV
APPROVED BY:	CMB
SCALE AS SHOWN:	1" = 30'

Project Name:

STOREY PARK - PARCEL K (WEWAHOOTEE PD)

Submitted To:

CITY OF ORLANDO, FL

Sheet Title:

MASTER SITE PLAN

Sheet No.:

C2.00

DATE:

JUNE 25, 2020

POULOS & BENNETT

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 2602 E. Livingston St., Orlando, FL 32803
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 Eng. Bus. No. 28507

EXHIBIT 17

SURVEYOR'S NOTES:

- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST AS HAVING AN ASSUMED BEARING OF N89°54'44".
- THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORD AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR OR SHOWN ON THIS BOUNDARY SURVEY THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE SUBJECT PROPERTY.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
- THE LEGAL DESCRIPTION HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- THERE MAY BE ENVIRONMENTAL ISSUES AND/OR OTHER MATTERS REGULATED BY VARIOUS DEPARTMENTS OF FEDERAL, STATE OR LOCAL GOVERNMENTS AFFECTING THE SUBJECT PROPERTY NOT SHOWN ON THIS SURVEY.
- THE LANDS SHOWN HEREON LIE IN ZONE X UNSHADED, DEFINED AS AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL FLOOD CHANCE AND FLOOD ZONE A, DEFINED AS NO BASE FLOOD ELEVATIONS DETERMINED, PER FLOOD INSURANCE RATE MAP (FIRM) NO. 1200904056, MAP REVISED 8/20/2019 AND INSURANCE RATE MAP (FIRM) NO. 1200904056, MAP REVISED 8/20/2019. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP. IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.
- THIS SURVEY WAS PERFORMED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES LISTED HEREON AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.
- THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAFF SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- UNLESS OTHERWISE NOTED OR SHOWN HEREON, THERE ARE NO APPOINTMENT AND/OR UNSTRUCTURED, ABOVE GROUND ENCROACHMENTS, THE DISPOSITION OF ANY POTENTIAL ENCROACHING IMPROVEMENTS IS BEYOND PROFESSIONAL PURVIEW AND SUBJECT TO LEGAL INTERPRETATION.
- UNLESS OTHERWISE NOTED OR SHOWN HEREON, APPARENT AND/OR VISIBLE UNSTRUCTURED, ABOVE GROUND PERIMETER IMPROVEMENTS WERE LOCATED. UNDERGROUND IMPROVEMENTS, SUCH AS FOUNDATIONS AND UTILITIES, WERE NOT LOCATED.
- UNLESS OTHERWISE NOTED OR SHOWN HEREON, APPARENT AND/OR VISIBLE UNSTRUCTURED, ABOVE GROUND PERIMETER IMPROVEMENTS WERE LOCATED. UNDERGROUND IMPROVEMENTS, SUCH AS FOUNDATIONS AND UTILITIES, WERE NOT LOCATED.
- THE SITE IS UNDER CONSTRUCTION. INTERIOR IMPROVEMENTS WERE NOT LOCATED. SITE CONDITIONS ARE SUBJECT TO CHANGE DAILY.
- LAST DATE OF FIELD SURVEY: APRIL 27, 2021.
- SUBJECT PROPERTY CONTAINS APPROXIMATELY 1,844,280 SQUARE FEET OR 42.34 ACRES.

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST AND IN SECTION 4, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, INCLUDING ALL OF TRACT FD-2, DOWDEN ROAD - PHASES 3 AND 4 AND TRACTS FD-K4 THROUGH FD-K7, AND A PORTION OF TRACT FD-K3, STOREY PARK-PARCEL K PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 104, PAGES 118 THROUGH 127 AND TRACT FD-K8, STOREY PARK-PARCEL K PHASE 2 ACCORDING TO PLAT BOOK 104, PAGES 128 THROUGH 137, AND TRACT FD-K9, STOREY PARK-PARCEL K PHASE 2 ACCORDING TO PLAT BOOK 104, PAGES 138 THROUGH 147, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AFORESAID SECTION 4; THENCE RUN NORTH 89°54'44" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 4 FOR A DISTANCE OF 180.95 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF DOWDEN ROAD ACCORDING TO PLAT BOOK 99, PAGES 49 THROUGH 58 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 22°12'36" EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 33.63 FEET TO THE NORTH LINE OF STOREY PARK-PARCEL K PHASE 1; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE RUN SOUTH 67°47'24" WEST, ALONG THE NORTH LINE SAID TRACT OS-K1, FOR A DISTANCE OF 43.50 FEET; THENCE RUN SOUTH 22°12'36" EAST, ALONG THE WEST LINE OF SAID TRACT OS-K1 FOR A DISTANCE OF 30.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STANZA WAY; THENCE DEPARTING SAID WEST LINE OF STANZA WAY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, WITH A CHORD BEARING OF SOUTH 67°47'24" WEST FOR A DISTANCE OF 40.72 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 828.00 FEET, WITH A CHORD BEARING OF SOUTH 20°00' WEST, AND A CHORD DISTANCE OF 52.40 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°38'07" FOR A DISTANCE OF 52.41 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 10.00 FEET, WITH A CHORD BEARING OF NORTH 70°41'04" WEST, AND A CHORD DISTANCE OF 14.18 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°18'34" FOR A DISTANCE OF 15.76 FEET TO A POINT ON A NON TANGENT LINE, THENCE RUN SOUTH 62°48'13" WEST FOR A DISTANCE OF 52.03 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 10.00 FEET, WITH A CHORD BEARING OF SOUTH 16°50'01" WEST, AND A CHORD DISTANCE OF 13.89 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 67°59'15" FOR A DISTANCE OF 19.36 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1061.33 FEET, WITH A CHORD BEARING OF SOUTH 62°49'49" WEST, AND A CHORD DISTANCE OF 37.28 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°00'45" FOR A DISTANCE OF 37.28 FEET TO A POINT ON A NON TANGENT LINE, THENCE RUN SOUTH 62°50'24" WEST FOR A DISTANCE OF 208.58 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 10.00 FEET, WITH A CHORD BEARING OF NORTH 42°48'11" WEST, AND A CHORD DISTANCE OF 66.58 FEET; THENCE RUN NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°00'17" FOR A DISTANCE OF 67.76 FEET TO A POINT OF TANGENCY; THENCE RUN ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES: NORTH 61°17'20" WEST FOR A DISTANCE OF 421.33 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 10.00 FEET, WITH A CHORD BEARING OF NORTH 16°17'20" WEST, AND A CHORD DISTANCE OF 14.14 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 15.71 FEET; THENCE RUN NORTH 61°17'20" WEST FOR A DISTANCE OF 52.00 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 10.00 FEET, WITH A CHORD BEARING OF SOUTH 73°42'38" WEST, AND A CHORD DISTANCE OF 14.14 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 15.71 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF CHARACTER DRIVE OF SAID PLAT BEING A POINT ON A NON TANGENT LINE, THENCE RUN ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES: SOUTH 28°42'40" WEST FOR A DISTANCE OF 60.00 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 10.00 FEET, WITH A CHORD BEARING OF SOUTH 16°17'20" EAST, AND A CHORD DISTANCE OF 14.14 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 28°42'40" WEST FOR A DISTANCE OF 241.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 10.00 FEET, WITH A CHORD BEARING OF SOUTH 73°42'40" WEST, AND A CHORD DISTANCE OF 14.14 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY AND A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTRODUCTION WAY OF SAID PLAT; THENCE RUN ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES: NORTH 61°17'20" WEST FOR A DISTANCE OF 524.98 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 10.00 FEET, WITH A CHORD BEARING OF NORTH 16°17'20" WEST, AND A CHORD DISTANCE OF 14.14 FEET; THENCE RUN NORTH 61°17'20" WEST FOR A DISTANCE OF 52.00 FEET TO A POINT ON A NON TANGENT LINE, THENCE RUN NORTH 61°17'20" WEST FOR A DISTANCE OF 52.00 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 10.00 FEET, WITH A CHORD BEARING OF SOUTH 73°42'40" WEST, AND A CHORD DISTANCE OF 14.14 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°31'28" FOR A DISTANCE OF 92.16 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 921.59 FEET, WITH A CHORD BEARING OF SOUTH 85°26'19" WEST, AND A CHORD DISTANCE OF 116.39 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°14'24" FOR A DISTANCE OF 116.46 FEET TO A POINT ON A NON TANGENT LINE, THENCE RUN SOUTH 81°00'00" WEST FOR A DISTANCE OF 15.62 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 10.00 FEET, WITH A CHORD BEARING OF NORTH 54°10'37" WEST, AND A CHORD DISTANCE OF 13.94 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°23'28" FOR A DISTANCE OF 15.43 FEET TO A POINT ON A NON TANGENT LINE, THENCE RUN SOUTH 78°02'08" WEST FOR A DISTANCE OF 55.06 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 10.00 FEET, WITH A CHORD BEARING OF SOUTH 30°36'10" WEST, AND A CHORD DISTANCE OF 14.10 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 69°39'50" FOR A DISTANCE OF 15.63 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 829.00 FEET, WITH A CHORD BEARING OF SOUTH 72°25'05" WEST, AND A CHORD DISTANCE OF 87.25 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°02'00" FOR A DISTANCE OF 87.29 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 69°24'00" WEST FOR A DISTANCE OF 24.71 FEET TO THE EASTERLY LINE OF STOREY PARK-PARCEL K PHASE 2; THENCE RUN ALONG SAID EASTERLY LINE THE FOLLOWING COURSES: NORTH 09°58'54" WEST FOR A DISTANCE OF 660.01 FEET; THENCE RUN NORTH 09°13'23" EAST FOR A DISTANCE OF 10.00 FEET TO THE WEST LINE OF SAID TRACT FD-K8; THENCE RUN SOUTH 61°17'20" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 502.13 FEET TO THE WEST LINE OF SAID TRACT FD-K8; THENCE RUN NORTH 09°13'23" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 138.00 FEET TO THE EASTERLY LINE OF SAID STOREY PARK-PARCEL K PHASE 2; THENCE RUN ALONG SAID EASTERLY LINE THE FOLLOWING COURSES: SOUTH 09°48'37" EAST FOR A DISTANCE OF 520.13 FEET; THENCE RUN NORTH 09°13'23" EAST FOR A DISTANCE OF 104.20 FEET; THENCE RUN NORTH 50°28'22" WEST FOR A DISTANCE OF 27.15 FEET; THENCE RUN NORTH 46°47'50" WEST FOR A DISTANCE OF 56.19 FEET; THENCE RUN NORTH 25°26'06" WEST FOR A DISTANCE OF 148.37 FEET; THENCE RUN NORTH 07°05'00" WEST FOR A DISTANCE OF 70.02 FEET TO THE EASTERLY LINE OF STOREY PARK-PARCEL K PHASE 2; THENCE RUN NORTH 13°33'45" WEST FOR A DISTANCE OF 94.14 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF STARWOOD PHASE N-11A AS RECORDED IN PLAT BOOK 97, PAGES 149 THROUGH 152; SAID PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: SOUTH 61°17'20" EAST ALONG SAID WESTERLY EXTENSION AND SAID SOUTH LINE FOR A DISTANCE OF 2560.82 FEET TO A POINT ON AFORESAID WEST RIGHT-OF-WAY LINE OF DOWDEN ROAD; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 22°12'36" EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 144.89 FEET TO THE POINT OF BEGINNING.

CONTAINS 42.34 ACRES MORE OR LESS.

LINE TABLE

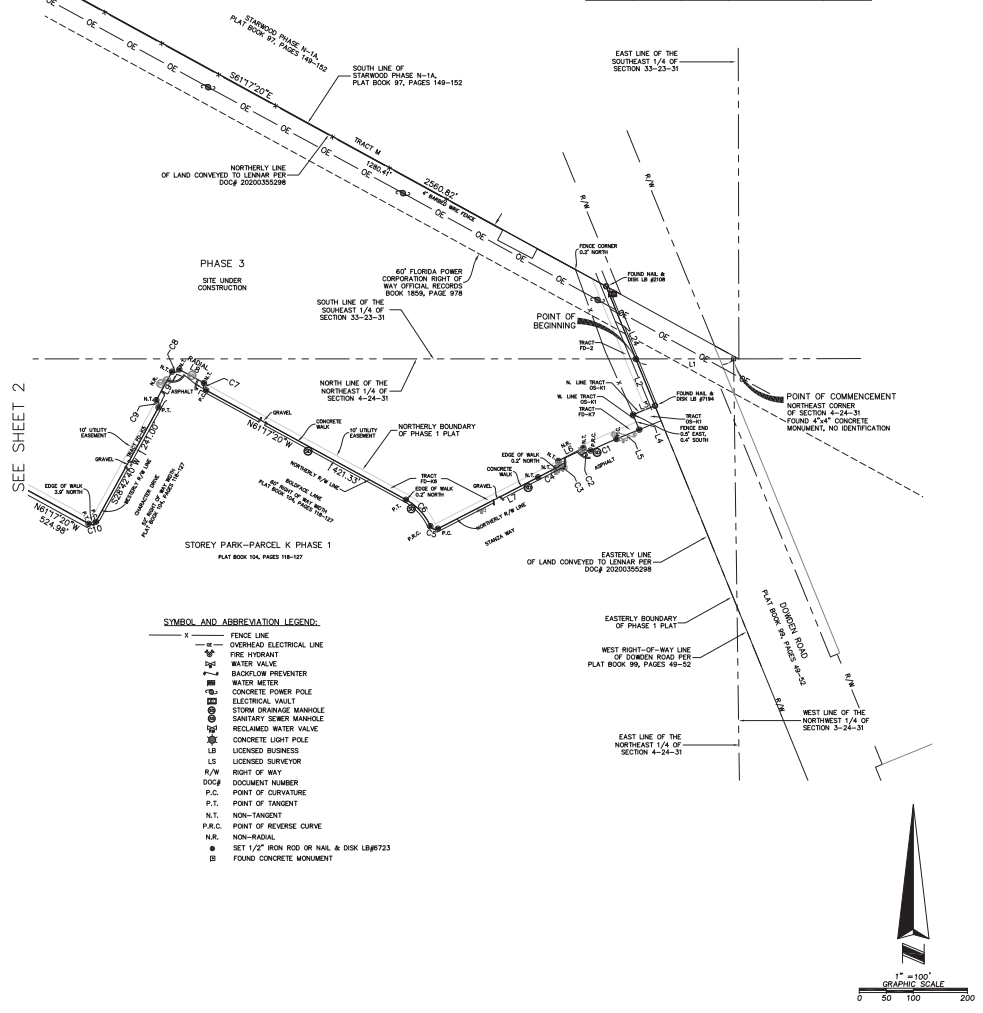
LINE	LENGTH	BEARING
L1	180.95	N89°54'44"W
L2	33.63	S22°12'36"E
L3	30.00	S00°00'00"W
L4	30.00	S67°47'24"W
L5	43.50	S00°00'00"W
L6	40.72	S67°47'24"W
L7	208.58	S62°50'24"W
L8	37.28	S62°50'24"W
L9	67.76	S62°49'49"W
L10	67.76	S00°00'00"W
L11	175.11	N61°17'20"W
L12	15.71	S61°17'20"W
L13	154.99	S87°42'38"E

LINE TABLE

LINE	LENGTH	BEARING
L14	33.63	S22°12'36"E
L15	30.00	S00°00'00"W
L16	30.00	S67°47'24"W
L17	43.50	S00°00'00"W
L18	40.72	S67°47'24"W
L19	208.58	S62°50'24"W
L20	37.28	S62°50'24"W
L21	67.76	S62°49'49"W
L22	67.76	S00°00'00"W
L23	175.11	N61°17'20"W
L24	15.71	S61°17'20"W
L25	154.99	S87°42'38"E

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	828.00	52.41	52.40	S20°00'00"W	03°38'07"
C2	10.00	15.76	14.18	N70°41'04"W	02°18'34"
C3	10.00	15.36	13.89	S16°50'01"W	03°20'51"
C4	1061.33	37.28	37.28	S62°49'49"W	02°00'45"
C5	10.00	19.36	14.49	N67°59'15"W	02°50'33"
C6	10.00	67.76	66.58	N42°48'11"W	06°58'17"
C7	10.00	15.71	14.14	N16°17'20"W	03°00'00"
C8	10.00	15.71	14.14	S61°17'20"W	03°00'00"
C9	10.00	15.71	14.14	S16°17'20"W	03°00'00"
C10	10.00	15.71	14.14	S73°42'38"W	03°00'00"
C11	10.00	15.71	14.14	S73°42'38"W	03°00'00"
C12	10.00	15.71	14.14	S73°42'38"W	03°00'00"
C13	188.11	92.16	92.16	N28°31'28"W	08°23'28"
C14	921.59	116.46	116.39	S85°26'19"W	07°14'24"
C15	10.00	15.43	13.94	N09°58'54"W	08°23'28"
C16	10.00	15.63	14.10	S69°39'50"W	02°18'34"
C17	829.00	87.25	87.25	S72°25'05"W	03°00'00"



SYMBOL AND ABBREVIATION LEGEND:

X	FENCE LINE
—	OVERHEAD ELECTRICAL LINE
—	FIRE HYDRANT
—	WATER VALVE
—	BAZOOKA/PREVENTER
—	WATER METER
—	CONCRETE POLE HOOP
—	ELECTRICAL VAULT
—	STORM DRAINAGE MANHOLE
—	SANITARY SEWER MANHOLE
—	RECLAIMED WATER VALVE
—	CONCRETE LIGHT POLE
—	LICENSED BUSINESS
—	LICENSED SURVEYOR
—	RIGHT OF WAY
—	DOCUMENT NUMBER
—	POINT OF CURVATURE
—	POINT OF TANGENCY
—	NON-TANGENT
—	P.A.C. POINT OF REVERSE CURVE
—	NON-RADIAL
—	SET 1/2" IRON ROD OR NAIL & DISK LB#723
—	FOUND CONCRETE MONUMENT



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BOUNDARY SURVEY
OF
STOREY PARK PARCEL K PHASE 3
SECTION 4, TOWNSHIP 24 SOUTH, RANGE 31 EAST &
SECTION 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST
ORANGE COUNTY, FLORIDA

FOR: LENNAR HOMES

Digitally signed by James L. Rickman
Date: 2021.06.29
10:19:34 -0400

DATE REVISIONS

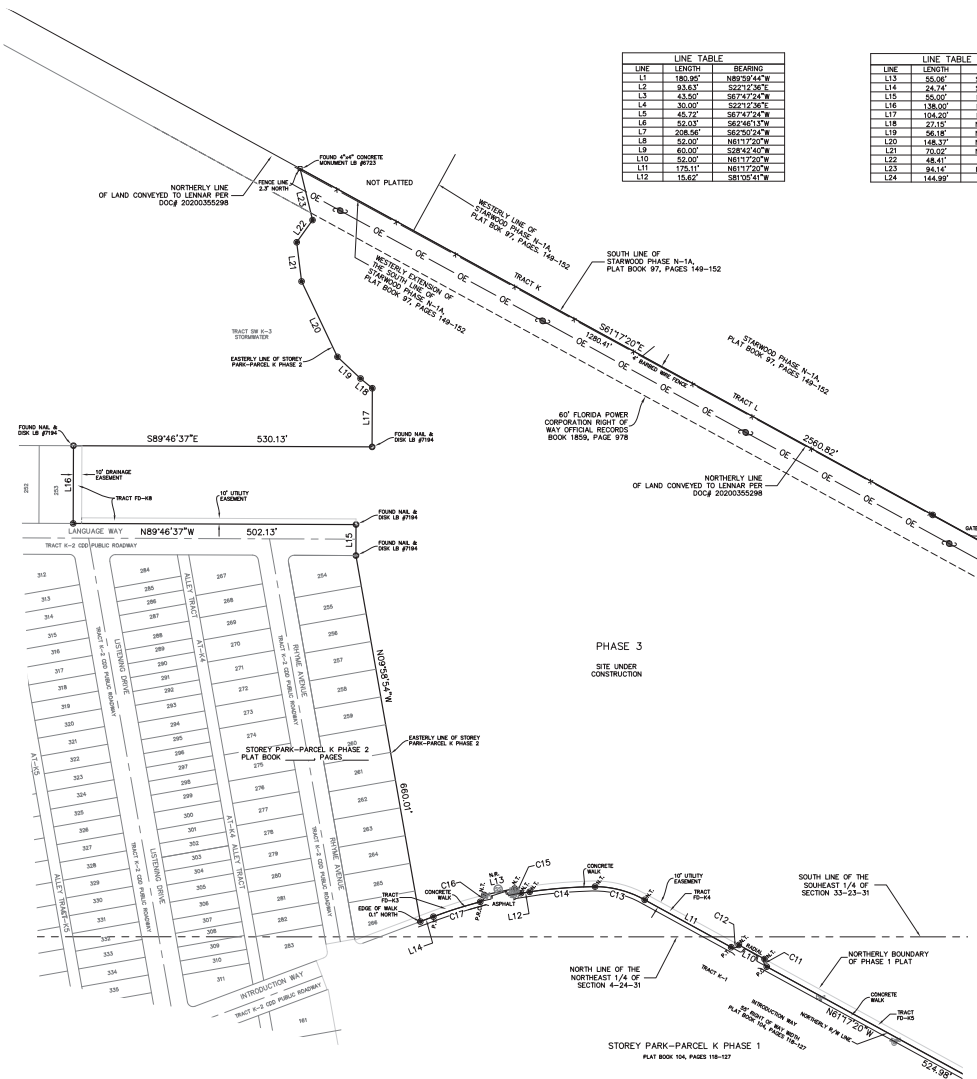
DATE	REVISIONS

JOB #: 20200129
DATE: 3/18/21
SCALE: 1" = 100'
CALC BY: JBR
FIELD BY: JBR
DRAWN BY: JBR
CHECKED BY: SEJ

SHEET 1 OF 2

EXHIBIT 18

Drawing Name: L:\Drawings\20200129\Phase 3 Boundary Survey.dwg Sheet 2 (of 2)



LINE	LENGTH	BEARING
L1	180.95'	N89°58'44"W
L2	288.62'	S92°12'26"W
L3	43.50'	S87°17'45"W
L4	30.00'	S22°12'26"E
L5	45.72'	S87°17'45"W
L6	52.00'	S82°46'11"W
L7	208.96'	S82°50'21"W
L8	52.00'	N81°17'20"W
L9	60.00'	S28°42'50"W
L10	52.00'	N81°17'20"W
L11	175.11'	N81°17'20"W
L12	15.67'	S81°00'41"W

LINE	LENGTH	BEARING
L13	58.06'	S78°02'08"W
L14	24.74'	S89°22'36"W
L15	58.06'	N00°12'23"E
L16	138.00'	N00°12'23"E
L17	104.00'	N00°12'23"E
L18	27.15'	N02°28'22"W
L19	96.18'	N48°42'56"W
L20	148.37'	N25°28'36"W
L21	78.02'	N07°00'00"W
L22	48.41'	N43°31'19"E
L23	94.14'	N13°34'46"W
L24	144.89'	S02°32'26"E

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	828.00'	54.41'	52.49'	S85°36'20"W	02°38'07"
C2	10.00'	19.36'	14.16'	N70°41'25"W	80°18'54"
C3	10.00'	19.36'	13.89'	S16°50'01"W	87°39'15"
C4	108.32'	37.28'	37.28'	S82°49'47"W	09°00'00"
C5	10.00'	18.20'	14.49'	N70°44'20"W	94°50'43"
C6	108.00'	67.75'	68.58'	S42°48'11"W	36°38'57"
C7	10.00'	18.71'	14.14'	N16°17'20"W	90°00'00"
C8	10.00'	18.71'	14.14'	S73°42'40"W	90°00'00"
C9	10.00'	18.71'	14.14'	S16°17'20"W	90°00'00"
C10	10.00'	18.71'	14.14'	S73°42'40"W	90°00'00"
C11	10.00'	18.71'	14.14'	N16°17'20"W	90°00'00"
C12	10.00'	18.71'	14.14'	S73°42'40"W	90°00'00"
C13	181.11'	92.16'	92.21'	N16°17'20"W	28°01'08"
C14	921.59'	116.46'	116.38'	S85°28'19"W	07°14'24"
C15	10.00'	18.45'	14.85'	N54°10'37"E	88°23'28"
C16	10.00'	15.85'	14.10'	S30°36'10"W	89°39'50"
C17	828.00'	87.27'	87.25'	S72°28'02"W	06°32'00"

- SYMBOL AND ABBREVIATION LEGEND:**
- X — OVERHEAD ELECTRICAL LINE
 - F — FENCE LINE
 - ⊕ FIRE HYDRANT
 - ⊕ WATER VALVE
 - ⊕ BACKFLOW PREVENTER
 - ⊕ WATER METER
 - ⊕ CONCRETE POWER POLE
 - ⊕ ELECTRICAL VALVE
 - ⊕ STORM DRAINAGE MANHOLE
 - ⊕ SANITARY SEWER MANHOLE
 - ⊕ RECLAIMED WATER VALVE
 - ⊕ CONCRETE LIGHT POLE
 - ⊕ LICENSED BUSINESS
 - ⊕ LICENSED SURVEYOR
 - ⊕ R/W RIGHT OF WAY
 - ⊕ DOC# DOCUMENT NUMBER
 - ⊕ P.C. POINT OF CURVATURE
 - ⊕ P.T. POINT OF TANGENT
 - ⊕ N.T. NON-TANGENT
 - ⊕ P.R.C. POINT OF REVERSE CURVE
 - ⊕ N.R. NON-RADIAL
 - ⊕ SET 1/2" IRON ROD OR NAIL & DISK LBN#723
 - ⊕ FOUND CONCRETE MONUMENT



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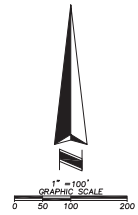
BOUNDARY SURVEY
OF
STOREY PARK PARCEL K PHASE 3
SECTION 4, TOWNSHIP 24 SOUTH, RANGE 31 EAST &
SECTION 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST
ORANGE COUNTY, FLORIDA

FOR: LENDAR HOMES

DATE	REVISIONS

JOB # 20200129
DATE 5/18/21
SCALE 1" = 100'
CALC BY J.R.
FIELD BY DB
DRAWN BY BRH
CHECKED BY SEJ

SHEET 2 OF 2



SEE SHEET 1

APPENDIX D
ASSESSMENT METHODOLOGY

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**MASTER
ASSESSMENT METHODOLOGY
FOR ASSESSMENT AREA FIVE

FOR

STOREY PARK
COMMUNITY DEVELOPMENT DISTRICT**

Date: March 8, 2022

Prepared by

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

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

1.0 Introduction

The Storey Park Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District anticipates the issuance at this time of not to exceed \$6,945,000 of tax exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain Assessment Area Five infrastructure improvements (“Assessment Area Five Capital Improvement Plan”) within a designated assessment area (herein the “Assessment Area Five”) within the District more specifically described in the Engineer’s Report Revision 7 - Parcel K Boundary Expansion dated February 22, 2021 prepared by Poulos & Bennett, as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction and/or acquisition of all or a portion of the Assessment Area Five Capital Improvement Plan that benefit property owners within the Assessment Area Five. Assessment Area Five is identified as Parcel K Phase 3 in Exhibit 17 of the Engineer’s Report.

1.1 Purpose

This Master Assessment Methodology for Assessment Area Five (the “Assessment Report”) provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within Assessment Area Five. This Assessment Report allocates the debt to properties based on the special benefits each receives from the Assessment Area Five Capital Improvement Plan. This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Assessment Area Five Capital Improvement Plan. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

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

1.2 Background

The District currently includes approximately 1,266 acres in the City of Orlando, Orange County, Florida, of which Assessment Area Five represents approximately 41.55 acres. The development program for Assessment Area Five currently envisions approximately 231 residential units. The proposed development program is depicted in Table 1. It is identified in the Engineer’s Report as Parcel K. It is recognized that

such land use plan may change, and this Assessment Report will be modified or supplemented accordingly.

The improvements contemplated by the District in the Assessment Area Five Capital Improvement Plan will provide facilities that benefit certain property within the Assessment Area Five. Specifically, the District will construct and/or acquire certain master roadway and alley facilities, master stormwater facilities, earthwork, potable water distribution facilities, reclaimed water distribution facilities, sanitary sewer system facilities, offsite improvements, master signage, trails, differential cost of undergrounding of electrical distribution lines, and landscaping and hardscaping. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

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

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the property within Assessment Area Five, different in kind and degree than general benefits, for properties within its borders outside of Assessment Area Five as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within Assessment Area Five. The implementation of the Assessment Area Five Capital Improvement Plan enables properties within the boundaries of Assessment Area Five to be developed. Without the District's Assessment Area Five Capital Improvement Plan, there would be no infrastructure to support development of land within Assessment Area Five. Without these improvements, development of the property within Assessment Area Five would be prohibited by law.

There is no doubt that the general public and property owners outside of Assessment Area Five and outside of the District will benefit from the provision of the Assessment Area Five Capital Improvement Plan. However, these benefits will be incidental for the purpose of the Assessment Area Five Capital Improvement Plan, which is designed solely to meet the needs of property within Assessment Area Five. Properties outside of Assessment Area Five of the District boundaries do not depend upon the District's Assessment Area Five Capital Improvement Plan. The property owners within Assessment Area Five are therefore receiving special benefits not received by those outside the District's boundaries and outside of Assessment Area Five.

1.4 Requirements of a Valid Assessment Methodology

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

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

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

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within Assessment Area Five will be greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Assessment Area Five Capital Improvement Plan that is necessary to support full development of property within Assessment Area Five will cost approximately \$5,154,112. The District's Underwriter projects that financing costs required to fund the Assessment Area Five Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be approximately \$6,945,000. Additional funding required to complete the Assessment Area Five Capital Improvement Plan is anticipated to be funded by Developer. Without the Assessment Area Five Capital Improvement Plan, the property within Assessment Area Five would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District anticipates issuing approximately \$6,945,000 in Bonds in one or more series to fund the District's entire Assessment Area Five Capital Improvement Plan, provide for capitalized interest, a debt service reserve account and pay cost of

issuance. It is the purpose of this Assessment Report to allocate the \$6,945,000 in debt to the properties within Assessment Area Five benefiting from the Assessment Area Five Capital Improvement Plan. It is anticipated that the District will issue less than the full cost to complete the Assessment Area Five Capital Improvement Plan, and this report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses as identified by the Developer within Assessment Area Five. The District has commissioned an Engineer's Report that includes estimated construction costs for the Assessment Area Five Capital Improvement Plan needed to support the development, which these construction costs are outlined in Table 2. The improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$5,154,112. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate funds to pay for the Assessment Area Five Capital Improvement Plan and related costs was determined by the District's Underwriter to total approximately \$6,945,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan for the Assessment Area Five is completed. Until the platting process occurs, the Assessment Area Five Capital Improvement Plan funded by District bonds benefits all acres within Assessment Area Five.

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

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

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

2.3 Allocation of Benefit

The Assessment Area Five Capital Improvement Plan consists of stormwater management system, master roadway, water, sewer, reuse and undergrounding of dry utilities improvements, parks and recreational facilities, landscaping and certain master roadway and alley facilities, master stormwater facilities, earthwork, potable water distribution facilities, reclaimed water distribution facilities, sanitary sewer system facilities, off-site improvements, master signage, trails, differential cost of undergrounding of electrical distribution lines, and landscaping and hardscaping and professional fees along with related incidental costs. There are currently *five* product types within the planned development within Assessment Area Five. The single family 50' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the improvements on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed Assessment Area Five Capital Improvement Plan will provide several types of systems, facilities and services for its residents. These include master roadway and alley facilities, master stormwater facilities, earthwork, potable water distribution facilities, reclaimed water distribution facilities, sanitary sewer system facilities, off-site improvements, master signage, trails, street lighting, differential costs of undergrounding and electrical distribution lines, and landscaping and hardscaping. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

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

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

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

These special and peculiar benefits are real and ascertainable, but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

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

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

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

Accordingly, no acre or parcel of property within the boundaries of Assessment Area Five will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

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

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Properties. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, when platting for 25%, 50%, 75% and 100% of the units planned for platting has occurred within Assessment Area Five, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking

into account the full development plan of Assessment Area Five. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding Bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

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

4.0 Assessment Roll

The District will initially distribute the liens across the property within Assessment Area Five boundaries on a gross acreage basis. As Assigned Properties becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. The current assessment roll is attached as Table 7.

TABLE 1
 STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
 DEVELOPMENT PROGRAM
 MASTER ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA FIVE

Land Use	Total Assessible		Total ERUs
	Units	ERUs per Unit (1)	
Townhome - 25'	65	0.50	33
Single Family 32'	58	0.64	37
Single Family 40'	43	0.80	34
Single Family 50'	54	1.00	54
Single Family 60'	11	1.20	13
Total Units	231		171

(1) Benefit is allocated on an ERU basis; based on density of planned development, with Single Family 50' = 1 ERU

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 2
 STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
 CAPITAL IMPROVEMENT PLAN COST ESTIMATES
 MASTER ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA FIVE

Capital Improvement Plan ("CIP") (1)	Cost Estimate
CDD Roadways and Alleys	\$599,078
Stormwater Improvements	\$717,244
Earthwork	\$750,887
Potable Water	\$564,976
Reclaimed Water Distribution	\$177,833
Sanitary Sewer System	\$262,545
Offsite Improvements	\$286,545
Master Signage, Trails and Street Trees	\$278,313
Electrical Differential Costs	\$498,544
Landscape and Hardscape	\$231,928
Contingency	\$786,220
	\$5,154,112

(1) A detailed description of these improvements is provided in the revised Engineer's Report dated February 22, 2021.

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
MASTER ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA FIVE

Description	Total
Construction Funds	\$ 5,154,112
Debt Service Reserve	\$ 515,411
Capitalized Interest	\$ 833,400
Underwriters Discount	\$ 138,900
Cost of Issuance	\$ 300,000
Rounding	\$ 3,177
Par Amount*	\$ 6,945,000

Bond Assumptions:

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

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
 STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
 ALLOCATION OF IMPROVEMENT COSTS
 MASTER ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA FIVE

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Townhome - 25'	65	0.5	33	18.98%	\$ 978,324	\$15,051
Single Family 32'	58	0.64	37	21.68%	\$ 1,117,397	\$19,265
Single Family 40'	43	0.8	34	20.09%	\$ 1,035,518	\$24,082
Single Family 50'	54	1	54	31.54%	\$ 1,625,523	\$30,102
Single Family 60'	11	1.2	13	7.71%	\$ 397,350	\$36,123
Totals	231		171	100.00%	\$ 5,154,112	

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5
 STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
 ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE
 MASTER ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA FIVE

Land Use	No. of Units *	Total Improvements		Allocation of Par		Par Debt Per Unit
		Costs Per Product	Type	Debt Per Product	Type	
Townhome - 25'	65	\$ 978,324		\$ 1,318,260		\$20,281
Single Family 32'	58	\$ 1,117,397		\$ 1,505,656		\$25,960
Single Family 40'	43	\$ 1,035,518		\$ 1,395,328		\$32,449
Single Family 50'	54	\$ 1,625,523		\$ 2,190,340		\$40,562
Single Family 60'	11	\$ 397,350		\$ 535,416		\$48,674
Totals	231	\$ 5,154,112		\$ 6,945,000		

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

TABLE 6
 STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
 PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
 MASTER ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA FIVE

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Townhome - 25'	65	\$ 1,318,260	\$20,281	\$ 97,832	\$ 1,505	\$ 1,601
Single Family 32'	58	\$ 1,505,656	\$25,960	\$ 111,740	\$ 1,927	\$ 2,050
Single Family 40'	43	\$ 1,395,328	\$32,449	\$ 103,552	\$ 2,408	\$ 2,562
Single Family 50'	54	\$ 2,190,340	\$40,562	\$ 162,552	\$ 3,010	\$ 3,202
Single Family 60'	11	\$ 535,416	\$48,674	\$ 39,735	\$ 3,612	\$ 3,843
Totals	231	\$ 6,945,000		\$ 515,411		

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

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

TABLE 7
 STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
 PRELIMINARY ASSESSMENT ROLL
 MASTER ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA FIVE

Owner	Property ID #'s	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Moss Park Properties LLP	04-24-31-0000-00-001	41.55	\$ 167,156	\$ 6,945,000	\$ 515,411	\$ 548,310
Totals				\$ 6,945,000	\$ 515,411	\$ 548,310

(1) This amount includes 6% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods (Excluding any capitalized interest period)	30
Projected Bond Rate (%)	6.00%
Maximum Annual Debt Service	\$515,411

Prepared by: Governmental Management Services - Central Florida, LLC

**SUPPLEMENTAL
ASSESSMENT METHODOLOGY
FOR ASSESSMENT AREA FIVE**

FOR

**STOREY PARK
COMMUNITY DEVELOPMENT DISTRICT**

Date: August 9, 2022

Prepared by

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

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

1.0 Introduction

The Storey Park Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District anticipates the issuance of approximately \$3,010,000 of tax exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain Assessment Area Five infrastructure improvements (“Assessment Area Five Capital Improvement Plan”) within a designated assessment area (herein the “Assessment Area Five”) within the District more specifically described in the Engineer’s Report Revision 7 – Parcel K Boundary Expansion dated February 22, 2021 prepared by Poulos & Bennett, as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction and/or acquisition of all or a portion of the Assessment Area Five Capital Improvement Plan that benefit property owners within the Assessment Area Five. Assessment Area Five is identified as Parcel K Phase 3 in Exhibit 17 of the Engineer’s Report.

1.1 Purpose

This Supplemental Assessment Methodology for Assessment Area Five (the “Assessment Report”) supplements the Master Assessment Methodology dated March 8, 2022 (the “Master Assessment Methodology”). This Assessment Report provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within Assessment Area Five. This Assessment Report allocates the debt to properties based on the special benefits each receives from the Assessment Area Five Capital Improvement Plan. This Assessment Report may be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Assessment Area Five Capital Improvement Plan. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

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

1.2 Background

The District currently includes approximately 1,266 acres in the City of Orlando, Orange County, Florida, of which Assessment Area Five represents approximately 42.34 acres. The development program for Assessment Area Five currently envisions

approximately 231 residential units. The proposed development program is depicted in Table 1. It is identified in the Engineer's Report as Parcel K Phase 3. It is recognized that such land use plan may change, and this Assessment Report will be modified or supplemented accordingly.

The improvements contemplated by the District in the Assessment Area Five Capital Improvement Plan will provide facilities that benefit certain property within the Assessment Area Five. Specifically, the District will construct and/or acquire certain master roadway and alley facilities, master stormwater facilities, earthwork, potable water distribution facilities, reclaimed water distribution facilities, sanitary sewer system facilities, offsite improvements, master signage, trails, differential cost of undergrounding of electrical distribution lines, and landscaping and hardscaping. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

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

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the property within Assessment Area Five, different in kind and degree than general benefits, for properties within its borders outside of Assessment Area Five as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within Assessment Area Five. The implementation of the Assessment Area Five Capital Improvement Plan enables properties within the boundaries of Assessment Area Five to be developed. Without the District's Assessment Area Five Capital Improvement Plan, there would be no infrastructure to support development of land within Assessment Area Five. Without these

improvements, development of the property within Assessment Area Five would be prohibited by law.

There is no doubt that the general public and property owners outside of Assessment Area Five and outside of the District will benefit from the provision of the Assessment Area Five Capital Improvement Plan. However, these benefits will be incidental for the purpose of the Assessment Area Five Capital Improvement Plan, which is designed solely to meet the needs of property within Assessment Area Five. Properties outside of Assessment Area Five of the District boundaries do not depend upon the District's Assessment Area Five Capital Improvement Plan. The property owners within Assessment Area Five are therefore receiving special benefits not received by those outside the District's boundaries and outside of Assessment Area Five.

1.4 Requirements of a Valid Assessment Methodology

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

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

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

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within Assessment Area Five will be greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Assessment Area Five Capital Improvement Plan that is necessary to support full development of property within Assessment Area Five will cost approximately \$5,154,112. The District's Underwriter projects that financing costs required to fund a portion of the Assessment Area Five Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be approximately \$3,010,000. Additional funding required to complete the Assessment Area Five Capital Improvement Plan is anticipated to be funded by Developer. Without the Assessment Area Five Capital Improvement Plan, the property within Assessment Area Five would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District anticipates issuing approximately \$3,010,000 in Bonds in one or more series to fund the District's a portion of the Assessment Area Five Capital Improvement Plan, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$3,010,000 in debt to the properties within Assessment Area Five benefiting from the Assessment Area Five Capital Improvement Plan.

Table 1 identifies the land uses as identified by the Developer within Assessment Area Five. The District has commissioned an Engineer's Report that includes estimated construction costs for the Assessment Area Five Capital Improvement Plan needed to support the development, which these construction costs are outlined in Table 2. The improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$5,154,112. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate funds to pay for a portion of the Assessment Area Five Capital Improvement Plan and related costs was determined by the District's Underwriter to total approximately \$3,010,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan for the Assessment Area Five is completed. Until the platting process occurs, the Assessment Area Five Capital Improvement Plan funded by District bonds benefits all acres within Assessment Area Five.

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

Once platting or the recording of a declaration of condominium of any portion of Assessment Area Five into individual lots or units ("Assigned Properties") has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the platted units within Assessment Area Five, which are the beneficiaries of the Assessment Area Five Capital Improvement Plan, as depicted in Table 5 and Table 6. If there are changes to

development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

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

2.3 Allocation of Benefit

The Assessment Area Five Capital Improvement Plan consists of stormwater management system, master roadway, water, sewer, reuse and undergrounding of dry utilities improvements, parks and recreational facilities, landscaping and certain master roadway and alley facilities, master stormwater facilities, earthwork, potable water distribution facilities, reclaimed water distribution facilities, sanitary sewer system facilities, off-site improvements, master signage, trails, differential cost of undergrounding of electrical distribution lines, and landscaping and hardscaping and professional fees along with related incidental costs. There are currently *five* product types within the planned development within Assessment Area Five. The single family 50' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the improvements on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed Assessment Area Five Capital Improvement Plan will provide several types of systems, facilities and services for its residents. These include master roadway and alley facilities, master stormwater facilities, earthwork, potable water distribution facilities, reclaimed water distribution facilities, sanitary sewer system facilities, off-site improvements, master signage, trails, street lighting, differential costs of undergrounding and electrical distribution lines, and landscaping and hardscaping. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

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

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

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

These special and peculiar benefits are real and ascertainable, but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

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

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

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

Accordingly, no acre or parcel of property within the boundaries of Assessment Area Five will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

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

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Properties. Otherwise, the land could

be fully conveyed and/or platted without all of the debt being allocated. To preclude this, when platting for 25%, 50%, 75% and 100% of the units planned for platting has occurred within Assessment Area Five, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the full development plan of Assessment Area Five. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding Bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

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

4.0 Assessment Roll

The District will initially distribute the liens across the property within Assessment Area Five boundaries on a gross acreage basis. As Assigned Properties becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. The current assessment roll is attached as Table 7.

TABLE 1
 STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
 DEVELOPMENT PROGRAM
 SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA FIVE

Land Use	Total Assessable		Total ERUs
	Units	ERUs per Unit (1)	
Townhome - 25'	65	0.50	33
Single Family 32'	58	0.64	37
Single Family 40'	43	0.80	34
Single Family 50'	54	1.00	54
Single Family 60'	11	1.20	13
Total Units	231		171

(1) Benefit is allocated on an ERU basis; based on density of planned development, with Single Family 50' = 1 ERU

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

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 2
 STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
 CAPITAL IMPROVEMENT PLAN COST ESTIMATES
 SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA FIVE**

Capital Improvement Plan ("CIP") (1)	Cost Estimate
CDD Roadways and Alleys	\$599,078
Stormwater Improvements	\$717,244
Earthwork (for public improvements only)	\$750,887
Potable Water	\$564,976
Reclaimed Water Distribution	\$177,833
Sanitary Sewer System	\$262,545
Offsite Improvements	\$286,545
Master Signage, Trails and Street Trees	\$278,313
Electrical Differential Costs	\$498,544
Landscape and Hardscape	\$231,928
Contingency	\$786,220
	\$5,154,112

(1) A detailed description of these improvements is provided in the revised Engineer's Report dated February 22, 2021.

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA FIVE

Description	Total
Construction Funds	\$2,619,246
Debt Service Reserve	\$101,876
Capitalized Interest	\$53,678
Underwriters Discount	\$60,200
Cost of Issuance	\$175,000
Par Amount*	\$3,010,000

Bond Assumptions:

Interest Rate	5.35%
Amortization	30 years
Capitalized Interest	Thru 12/15/22
Debt Service Reserve	50% of MADS
Underwriters Discount	2%

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
 STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
 ALLOCATION OF IMPROVEMENT COSTS
 SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA FIVE

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Townhome - 25'	65	0.5	33	18.98%	\$978,324	\$15,051
Single Family 32'	58	0.64	37	21.68%	\$1,117,397	\$19,265
Single Family 40'	43	0.8	34	20.09%	\$1,035,518	\$24,082
Single Family 50'	54	1	54	31.54%	\$1,625,523	\$30,102
Single Family 60'	11	1.2	13	7.71%	\$397,350	\$36,123
Totals	231		171	100.00%	\$5,154,112	

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5
 STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
 ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE
 SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA FIVE

Land Use	No. of Units *	Total Improvements Costs Per Product Type	Allocation of Par Debt Per Product Type	Par Debt Per Unit
Townhome - 25'	65	\$978,324	\$571,341	\$8,790
Single Family 32'	58	\$1,117,397	\$652,559	\$11,251
Single Family 40'	43	\$1,035,518	\$604,742	\$14,064
Single Family 50'	54	\$1,625,523	\$949,305	\$17,580
Single Family 60'	11	\$397,350	\$232,052	\$21,096
Totals	231	\$5,154,112	\$3,010,000	

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

TABLE 6
 STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
 PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
 SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA FIVE

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Townhome - 25'	65	\$571,341	\$8,790	\$38,675	\$595	\$633
Single Family 32'	58	\$652,559	\$11,251	\$44,173	\$762	\$810
Single Family 40'	43	\$604,742	\$14,064	\$40,936	\$952	\$1,013
Single Family 50'	54	\$949,305	\$17,580	\$64,260	\$1,190	\$1,266
Single Family 60'	11	\$232,052	\$21,096	\$15,708	\$1,428	\$1,519
Totals	231	\$3,010,000		\$203,752		

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

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

TABLE 7
 STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
 PRELIMINARY ASSESSMENT ROLL
 SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA FIVE

Owner	Property ID #'s(2)	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Lennar Homes, LLC	04-24-31-0000-00-001	42.34	\$71,091	\$3,010,000	\$203,752	\$216,757
Totals				\$3,010,000	\$203,752	\$216,757

(1) This amount includes 6% to cover collection fees and early payment discounts when collected utilizing the uniform method.

(2) See legal description attached as "Exhibit A"

Annual Assessment Periods (Excluding any capitalized interest period)	30
Projected Bond Rate (%)	5.35%
Maximum Annual Debt Service	\$203,752

Prepared by: Governmental Management Services - Central Florida, LLC

APPENDIX E
DISTRICT'S FINANCIAL STATEMENTS

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**STOREY PARK
COMMUNITY DEVELOPMENT DISTRICT
CITY OF ORLANDO, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2021**

**STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
CITY OF ORLANDO, FLORIDA**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Storey Park Community Development District
City of Orlando, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Storey Park Community Development District, City of Orlando, Florida ("District") as of and for the fiscal year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2021, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The information for compliance with FL Statute 218.39 (3) (c) is not a required part of the basic financial statements. The information for compliance with FL Statute 218.39 (3) (c) has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 15, 2022, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



March 15, 2022

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Storey Park Community Development District, City of Orlando, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2021. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$880,252.
- The change in the District's total net position was (\$48,265), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2021, the District's governmental funds reported combined ending fund balances of \$7,169,117, an increase of \$5,975,218 in comparison with the prior period. A portion of fund balance is restricted for debt service and capital projects, non-spendable for prepaid items, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by assessments and Developer contributions. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three individual governmental funds. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

	NET POSITION SEPTEMBER 30,	
	2021	2020
Current and other assets	\$ 7,182,478	\$ 1,249,999
Capital assets, net of depreciation	16,072,060	16,209,688
Total assets	23,254,538	17,459,687
Current liabilities	349,493	335,695
Long-term liabilities	22,024,793	16,195,475
Total liabilities	22,374,286	16,531,170
Net position		
Net investment in capital assets	(5,952,733)	14,213
Restricted	6,656,808	838,480
Unrestricted	176,177	75,824
Total net position	\$ 880,252	\$ 928,517

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure); less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position decreased during the most recent fiscal year.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE FISCAL YEAR END SEPTEMBER 30,		
	2021	2020
Revenues:		
Program revenues		
Charges for services	\$ 1,747,372	\$ 1,688,891
Operating grants and contributions	320,592	47,386
Capital grants and contributions	402,250	344,719
General revenues	25	52
Total revenues	<u>2,470,239</u>	<u>2,081,048</u>
Expenses:		
General government	158,089	114,891
Maintenance and operations	1,227,091	593,118
Interest	827,474	738,573
Bond issuance costs	305,850	-
Total expenses	<u>2,518,504</u>	<u>1,446,582</u>
Change in net position	<u>(48,265)</u>	<u>634,466</u>
Net position - beginning	<u>928,517</u>	<u>294,051</u>
Net position - ending	<u>\$ 880,252</u>	<u>\$ 928,517</u>

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2021 was \$2,518,504. In total, expenses increased from the prior fiscal year mainly as a result of bond issuance costs and maintenance costs. The costs of the District's activities were primarily funded by program revenues. Program revenues are comprised largely of assessments. In total, program revenues increased in the current fiscal year due to an increase in assessments and capital contributions from the Developer.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget was amended to increase revenues and appropriations by \$120,215. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2021.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2021, the District had \$16,709,803 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$637,743 has been taken, which resulted in a net book value of \$16,072,060. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2021, the District had \$22,010,000 in Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District does not anticipate any major projects or significant changes to its infrastructure maintenance program for the subsequent fiscal year. In addition, it is anticipated that the general operations of the District will remain fairly constant.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Storey Park Community Development District's Finance Department at 219 E. Livingston St., Orlando, Florida, 32801.

**STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
CITY OF ORLANDO, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2021**

	Governmental Activities
ASSETS	
Cash	\$ 73,995
Due from Developer	93,027
Assessments receivable	4,411
Prepaid items	20,974
Restricted assets:	
Investments	6,990,071
Capital assets:	
Depreciable, net	16,072,060
Total assets	23,254,538
 LIABILITIES	
Accounts payable	13,361
Accrued interest payable	336,132
Non-current liabilities:	
Due within one year	450,000
Due in more than one year	21,574,793
Total liabilities	22,374,286
 NET POSITION	
Net investment in capital assets	(5,952,733)
Restricted for debt service	1,089,807
Restricted for capital projects	5,567,001
Unrestricted	176,177
Total net position	\$ 880,252

See notes to the financial statements

**STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
CITY OF ORLANDO, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021**

<u>Functions/Programs</u>	Program Revenues				Net (Expense) Revenue and Changes in Net Position
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Primary government:					
Governmental activities:					
General government	\$ 158,089	\$ -	\$ 320,468	\$ -	\$ 162,379
Maintenance and operations	1,227,091	608,047	-	402,250	(216,794)
Interest on long-term debt	827,474	1,139,325	124	-	311,975
Bond issuance costs	305,850	-	-	-	(305,850)
Total governmental activities	2,518,504	1,747,372	320,592	402,250	(48,290)
General revenues:					
					25
Unrestricted investment earnings					25
Total general revenues					25
Change in net position					(48,265)
Net position - beginning					928,517
Net position - ending					\$ 880,252

See notes to the financial statements

**STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
CITY OF ORLANDO, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2021**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
ASSETS				
Cash	\$ 73,995	\$ -	\$ -	\$ 73,995
Investments	-	1,423,070	5,567,001	6,990,071
Due from Developer	93,027	-	-	93,027
Assessments receivable	1,542	2,869	-	4,411
Prepaid items	20,974	-	-	20,974
Total assets	<u>\$ 189,538</u>	<u>\$ 1,425,939</u>	<u>\$ 5,567,001</u>	<u>\$ 7,182,478</u>
 LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 13,361	\$ -	\$ -	\$ 13,361
Total liabilities	<u>13,361</u>	<u>-</u>	<u>-</u>	<u>13,361</u>
 Fund balances:				
Nonspendable:				
Prepaid items	20,974	-	-	20,974
Restricted for:				
Debt service	-	1,425,939	-	1,425,939
Capital projects	-	-	5,567,001	5,567,001
Unassigned	155,203	-	-	155,203
Total fund balances	<u>176,177</u>	<u>1,425,939</u>	<u>5,567,001</u>	<u>7,169,117</u>
 Total liabilities and fund balances	 <u>\$ 189,538</u>	 <u>\$ 1,425,939</u>	 <u>\$ 5,567,001</u>	 <u>\$ 7,182,478</u>

See notes to the financial statements

**STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
CITY OF ORLANDO, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2021**

Fund balance - governmental funds \$ 7,169,117

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	16,709,803	
Accumulated depreciation	<u>(637,743)</u>	16,072,060

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund financial statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(336,132)	
Bonds payable	<u>(22,024,793)</u>	<u>(22,360,925)</u>
Net position of governmental activities		<u>\$ 880,252</u>

See notes to the financial statements

**STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
CITY OF ORLANDO, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
REVENUES				
Assessments	\$ 608,047	\$ 1,139,325	\$ -	\$ 1,747,372
Developer contributions	320,468	-	-	320,468
Interest	25	124	120	269
Total revenues	<u>928,540</u>	<u>1,139,449</u>	<u>120</u>	<u>2,068,109</u>
EXPENDITURES				
Current:				
General government	158,089	-	-	158,089
Maintenance and operations	670,098	-	-	670,098
Debt service:				
Principal	-	315,000	-	315,000
Interest	-	770,951	-	770,951
Bond issue costs	-	-	305,850	305,850
Capital outlay	-	-	17,235	17,235
Total expenditures	<u>828,187</u>	<u>1,085,951</u>	<u>323,085</u>	<u>2,237,223</u>
Excess (deficiency) of revenues over (under) expenditures	100,353	53,498	(322,965)	(169,114)
OTHER FINANCING SOURCES (USES)				
Transfers in (out)	-	10,072	(10,072)	-
Bond issuance	-	271,600	5,758,400	6,030,000
Original issue premium	-	-	114,332	114,332
Total other financing sources (uses)	<u>-</u>	<u>281,672</u>	<u>5,862,660</u>	<u>6,144,332</u>
Net change in fund balances	100,353	335,170	5,539,695	5,975,218
Fund balances - beginning	<u>75,824</u>	<u>1,090,769</u>	<u>27,306</u>	<u>1,193,899</u>
Fund balances - ending	<u>\$ 176,177</u>	<u>\$ 1,425,939</u>	<u>\$ 5,567,001</u>	<u>\$ 7,169,117</u>

See notes to the financial statements

**STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
CITY OF ORLANDO, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021**

Net change in fund balances - total governmental funds	\$ 5,975,218
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures; however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.	17,235
Conveyances of infrastructure improvements to the District are reported as capital contributions in the government wide statements and not shown on the fund financial statements.	402,130
Governmental funds report the face amount of Bonds issued as financial resources when debt is first issued, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position.	(6,030,000)
Depreciation on capital assets is not recognized in the governmental fund financial statements but is reported as an expense in the statement of activities.	(556,993)
In connection with the issuance of the Bonds, the original issue premium is reported as a financing use when debt is first issued, whereas this amount is eliminated in the statement of activities and reduces long-term liabilities in the statement of net position.	(114,332)
Repayment of long-term liabilities are reported as expenditures in the governmental fund financial statement but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	315,000
Amortization of Bond discounts/premiums is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	14
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.	<u>(56,537)</u>
Change in net position of governmental activities	<u>\$ (48,265)</u>

See notes to the financial statements

**STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
CITY OF ORLANDO, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Storey Park Community Development District ("District") was created on March 9, 2015 by Ordinance 2015-7 of the City of Orlando, Florida, amended by Ordinance 2019-50 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the owners of the property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2021, all of the Board members are affiliated with Lennar Homes, LLC (the "Developer").

The Board has the responsibility for:

1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on benefited property within the District. Operating and maintenance assessments are based upon the adopted budget and levied annually at a public hearing of the District. Debt service assessments are levied when Bonds are issued and assessed and collected on an annual basis. The District may collect assessments directly or utilize the uniform method of collection under Florida Statutes. Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are mailed by the County Tax Collector on November 1 and due on or before March 31 of each year. Property owners may prepay a portion or all of the debt service assessments on their property subject to various provisions in the Bond documents.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District and for the accumulation of funds for capital reserves.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured and any unspent Bond proceeds are required to be held in investments as specified in the Bond Indenture.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Infrastructure – roadways and streetlights	30
Infrastructure – stormwater management	30
Infrastructure – landscape and hardscape	30

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for all governmental funds. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearing is conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District’s cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository’s financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District’s investments were held as follows at September 30, 2021:

	Amortized Cost	Credit Risk	Maturities
Fidelity Investments Money Market Government Portfolio	\$ 6,990,071	Not Available	Not Available
	<u>\$ 6,990,071</u>		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – TRANSFERS

Interfund transfers for the fiscal year ended September 30, 2021 were as follows:

<u>Fund</u>	<u>Transfer in</u>	<u>Transfer Out</u>
Debt service	\$ 10,072	\$ -
Capital projects	-	10,072
Total	<u>\$ 10,072</u>	<u>\$ 10,072</u>

Transfers are used to move revenues from the fund where collection occurs to the fund where funds have been reallocated for use. In the case of the District, transfers from the capital projects fund to the debt service fund were made in accordance with the Bond Indentures.

NOTE 6 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2021 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Construction in progress	\$ 12,137,581	\$ -	\$ 12,137,581	\$ -
Total capital assets, not being depreciated	12,137,581	-	12,137,581	-
Capital assets, being depreciated				
Infrastructure - roadways and streetlights	1,520,541	4,728,823	-	6,249,364
Infrastructure - stormwater management	1,946,827	5,679,502	-	7,626,329
Infrastructure - landscape and hardscape	685,489	2,148,621	-	2,834,110
Total capital assets, being depreciated	4,152,857	12,556,946	-	16,709,803
Less accumulated depreciation for:				
Infrastructure - roadways and streetlights	29,566	208,312	-	237,878
Infrastructure - stormwater management	37,855	254,211	-	292,066
Infrastructure - landscape and hardscape	13,329	94,470	-	107,799
Total accumulated depreciation	80,750	556,993	-	637,743
Total capital assets, being depreciated, net	4,072,107	11,999,953	-	16,072,060
Governmental activities capital assets, net	\$ 16,209,688	\$ 11,999,953	\$ 12,137,581	\$ 16,072,060

Total infrastructure improvements for the District were estimated to cost approximately \$33,577,600. The infrastructure will include roadways, stormwater, potable and reclaimed water, wastewater, landscaping and lighting improvements. Upon completion, certain assets will be conveyed to other governments or governmental entities. A portion of the project costs was to be funded with the proceeds of the Series 2015 Bonds and future bond issuances with the remainder to be funded by the Developer. The project is to be completed in Phases which include the Series 2015, Series 2018, Series 2019 and Series 2021 corresponding to Assessment Area One, Assessment Area Two, Assessment Area Three and Assessment Area Four, respectively.

During the prior fiscal year, Assessment Area Two was declared complete and all associated infrastructure was placed into placed in service. During the current year, Assessment Area One and Three were declared complete and all associated infrastructure was placed into placed in service. The District paid the Developer \$12,137,851 of bond funds for the improvements, thereby recognizing a contribution of \$402,130 comprising the difference between the value of the acquired infrastructure and the amount paid. The Assessment Area Four project is under construction as of September 30, 2021.

NOTE 7 – LONG-TERM LIABILITIES

Series 2015

On September 10, 2015, the District issued \$9,210,000 of Special Assessment Bonds (Assessment Area One Project), Series 2015 consisting of \$750,000 Term Bonds due November 1, 2020 with a fixed interest rate of 4.000%, \$1,215,000 Term Bonds due November 1, 2026 with a fixed interest rate of 4.500%, \$2,610,000 due November 1, 2035 with a fixed interest rate of 5.000%, and \$4,635,000 Term Bonds due November 1, 2045 with a fixed interest 5.125%. The Bonds were issued to acquire and/or construct a portion of the Assessment Area One Project. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing November 1, 2016.

The Series 2015 Bonds are subject to redemption prior to maturity at the option of the District, in whole or in part, on any date on or after November 1, 2025. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2021.

Series 2018

On April 27, 2018, the District issued \$3,865,000 of Special Assessment Bonds (Assessment Area Two Project), Series 2018 consisting of multiple term bonds with due dates ranging from June 15, 2023 – June 15, 2048 and fixed interest rates ranging from 3.75% to 5%. The Bonds were issued to acquire and/or construct a portion of the Assessment Area Two Project. Interest is to be paid semiannually on each December 15 and June 15. Principal on the Series 2018 Bonds is to be paid serially commencing June 15, 2019 through June 15, 2048.

The Series 2018 Bonds are subject to redemption prior to maturity at the option of the District, in whole or in part, on any date on or after June 15, 2028. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2021.

Series 2019

On May 31, 2019, the District issued \$3,995,000 of Special Assessment Bonds (Assessment Area Three Project), Series 2019 consisting of multiple term bonds with due dates ranging from June 15, 2024 to June 15, 2049 and fixed rates ranging from 3.5% to 4.375%. The Bonds were issued to acquire and/or construct a portion of the Assessment Area Three Project. Interest is to be paid semiannually on each June 15 and December 15 of each year, commencing June 15, 2019. Principal on the Series 2019 Bonds is to be paid serially commencing on June 15, 2020 through June 15, 2049.

The Series 2019 Bonds are subject to redemption prior to maturity at the option of the District, in whole or in part, on any date on or after June 15, 2029. The Bonds are subject to mandatory sinking fund redemption and extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2021.

NOTE 7 – LONG-TERM LIABILITIES (Continued)

Series 2021

During May 2021, the District issued \$6,030,000 of Special Assessment Bonds, Series 2021 consisting of Term Bonds due ranging from June 15, 2026 to June 15, 2051 and fixed interest rates ranging from 2.375% to 4.0%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each June 15 and December 15, commencing December 15, 2021 and the principal on the bonds is to be paid serially commencing June 15, 2022 through June 15, 2051.

The Series 2021 Bonds are subject to optional redemption, mandatory sinking fund and extraordinary mandatory redemption at the times, in the amounts, and at any time on or after June 15, 2031 and at the redemption prices more fully described in the Redemption Provisions as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2021.

Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2021 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2015	\$ 8,635,000	\$ -	\$ 175,000	\$ 8,460,000	\$ 180,000
Less: Original issue discount	(91,786)	-	(3,530)	(88,256)	-
Series 2018	3,735,000	-	65,000	3,670,000	70,000
Series 2019	3,925,000	-	75,000	3,850,000	75,000
Less: Original issue discount	(7,739)	-	(267)	(7,472)	-
Series 2021	-	6,030,000	-	6,030,000	125,000
Plus: Original issue premium	-	114,332	3,811	110,521	-
	<u>\$ 16,195,475</u>	<u>\$ 6,144,332</u>	<u>\$ 315,014</u>	<u>\$ 22,024,793</u>	<u>\$ 450,000</u>

At September 30, 2021, the scheduled debt service requirements on the long-term debt were as follows:

Governmental Activities			
Year ending September 30:	Principal	Interest	Total
2022	\$ 450,000	\$ 967,238	\$ 1,417,238
2023	465,000	950,695	1,415,695
2024	485,000	933,525	1,418,525
2025	505,000	915,245	1,420,245
2026	520,000	895,899	1,415,899
2027-2031	2,960,000	4,142,141	7,102,141
2032-2036	3,665,000	3,431,025	7,096,025
2037-2041	4,575,000	2,519,794	7,094,794
2042-2046	5,745,000	1,339,997	7,084,997
2047-2051	2,640,000	279,944	2,919,944
Total	<u>\$ 22,010,000</u>	<u>\$ 16,375,503</u>	<u>\$ 38,385,503</u>

NOTE 8 – INTERLOCAL

The District and/or the Developer have conveyed certain rights-of-ways (the “City ROW”) to the City of Orlando, Florida (the “City”) and may or will convey others in the future (the “Future City ROW”). However, there are improvements within the City ROW and the Future City ROW that have been constructed by the District that will not be dedicated to the City (the “Improvements”). Therefore, in order to promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services in and around the District, the District and the City entered into the Interlocal Agreement for Rights-of-Way Maintenance during a prior fiscal year. Per the Interlocal Agreement, the City agreed to perpetually maintain the Improvements at its sole cost. However, the District may, but is not obliged to, perform optional maintenance (landscaping, irrigation, fertilization, pest control, etc) on the Improvements at intervals more frequent than the City’s regular maintenance schedule to enhance the aesthetic quality of the rights-of-ways.

NOTE 9 – DEVELOPER TRANSACTIONS

The Developer owns a portion of land within the District; therefore, assessment revenues in the general and debt service funds include the assessments levied on those lots owned by the Developer.

NOTE 10 – CONCENTRATION

The District’s activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District’s operations.

NOTE 11 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 12 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There have been no settled claims over the past three years.

**STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
CITY OF ORLANDO, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Assessments	\$ 593,471	593,471	\$ 608,047	\$ 14,576
Developer contributions	179,368	299,383	320,468	21,085
Interest	-	-	25	25
Total revenues	772,839	892,854	928,540	35,686
EXPENDITURES				
Current:				
General government	131,818	172,733	158,089	14,644
Maintenance and operations	641,020	720,120	670,098	50,022
Total expenditures	772,838	892,853	828,187	64,666
Excess (deficiency) of revenues over (under) expenditures	\$ 1	\$ 1	100,353	\$ 100,352
Fund balance - beginning			75,824	
Fund balance - ending			\$ 176,177	

See notes to required supplementary information

**STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
CITY OF ORLANDO, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed appropriations, is in the aggregate. Any budget amendment that increases the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget was amended to increase revenues and appropriations by \$120,215. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2021.

**STOREY PARK COMMUNITY DEVELOPMENT DISTRICT
CITY OF ORLANDO, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of district employees compensated at 9/30/2021	2
Number of independent contractors compensated in September 2021	11
Employee compensation for FYE 9/30/2021 (paid/accrued)	\$2,401.10
Independent contractor compensation for FYE 9/30/2021	\$674,727.22
Construction projects to begin on or after October 1; (>\$65K)	
Series 2021	No Construction Project
Budget variance report	See page 23 of annual financial report
Non ad valorem special assessments;	
Special assessment rate FYE 9/30/2021	
<u>Operation & Maintenance:</u>	
Townhome 20'	\$272.19
Townhome 25'	\$340.24
Single Family 32'	\$435.51
Single Family 40'	\$544.38
Single Family 50'	\$680.48
Single Family 60'	\$816.58
<u>Debt Service:</u>	
<u>Series 2015</u>	
Townhome 20'	\$506.38
Townhome 25'	\$632.98
Single Family 32'	\$809.57
Single Family 40'	\$1,012.77
Single Family 50'	\$1,265.96
Single Family 60'	\$1,519.15
<u>Series 2018</u>	
Townhome 25'	\$632.90
Single Family 32'	\$810.12
Single Family 40'	\$1,012.64
Single Family 50'	\$1,265.81
Single Family 60'	\$1,518.95
<u>Series 2019</u>	
Single Family 40'	\$1,012.64
Single Family 50'	\$1,265.81
Single Family 60'	\$1,518.95
Special assessments collected FYE 9/30/2021	
Operation & Maintenance	\$608,046.66
Debt Service	\$1,139,324.31
Outstanding Bonds:	
Series 2015, due November 1, 2045,	see Note 7 for details
Series 2018, due June 15, 2048,	see Note 7 for details
Series 2019, due June 15, 2049,	see Note 7 for details
Series 2021, due June 15, 2051,	see Note 7 for details



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Storey Park Community Development District
City of Orlando, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Storey Park Community Development District, City of Orlando, Florida ("District") as of and for the fiscal year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated March 15, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



March 15, 2022



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Storey Park Community Development District
City of Orlando, Florida

We have examined Storey Park Community Development District, City of Orlando, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2021. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2021.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Storey Park Community Development District, City of Orlando, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Grau & Associates

March 15, 2022



**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors
Storey Park Community Development District
City of Orlando, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Storey Park Community Development District, City of Orlando, Florida ("District") as of and for the fiscal year ended September 30, 2021 and have issued our report thereon dated March 15, 2022.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 15, 2022, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Storey Park Community Development District, City of Orlando, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Storey Park Community Development District, City of Orlando, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

Grau & Associates

March 15, 2022

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2020.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2021.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2021.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2021. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 25.

APPENDIX F

PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT

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CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this “Disclosure Agreement”) dated as of _____, 2022 is executed and delivered by Storey Park Community Development District (the “Issuer” or the “District”), Lennar Homes, LLC, a Florida limited liability company (the “Developer”) and Governmental Management Services - Central Florida, LLC, as dissemination agent (together with its successors and assigns, the “Dissemination Agent”) in connection with Issuer’s Special Assessment Bonds, Series 2022 (Assessment Area Five Project) (the “Bonds”). The Bonds are secured pursuant to a Master Trust Indenture dated as of August 1, 2015 (the “Master Indenture”) and a Fourth Supplemental Trust Indenture dated as of September 1, 2022 (the “Fourth Supplemental Indenture” and, together with the Master Indenture, the “Indenture”), each entered into by and between the Issuer and Regions Bank, a banking corporation duly authorized and existing under the laws of the State of Alabama and having a designated corporate trust office in Jacksonville, Florida, as trustee (the “Trustee”). The Issuer, the Developer 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 and the Dissemination Agent for the benefit of the Beneficial Owners (as defined herein) of the Bonds and to assist the Participating Underwriter (as defined herein) of the Bonds in complying with the Rule (as defined herein). The Issuer has no reason to believe that this Disclosure Agreement does not satisfy the requirements of the Rule and the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction, a governmental regulatory agency, or an attorney specializing in federal securities law, that the Rule requires the Issuer or other Obligated Person to provide additional information, the Issuer and each Obligated Person agree to promptly provide such additional information.

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the Issuer, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the Issuer, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Indenture. The following capitalized terms as used in this Disclosure Agreement shall have the following meanings:

“Annual Filing Date” means the date set forth in Section 3(a) hereof by which the Annual Report is to be filed with each Repository.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i)(A) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Assessment Area Five” shall mean that portion of the District lands subject to the Assessments.

“Assessments” shall mean the non-ad valorem Assessment Area Five Special Assessments, pledged to the payment of the Bonds, pursuant to the Indenture.

“Audited Financial Statements” means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

“Audited Financial Statements Filing Date” means the date set forth in Section 3(a) hereof by which the Audited Financial Statements are to be filed with each Repository if the same are not included as part of the Annual Report.

“Beneficial Owner” shall mean any person which, (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Business Day” means any day other than (a) a Saturday, Sunday or a day on which banks located in the city in which the designated corporate trust office of the Trustee is located are required or authorized by law or executive order to close for business, and (b) a day on which the New York Stock Exchange is closed.

“Disclosure Representative” shall mean (i) as to the Issuer, the District Manager or its designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time as the person responsible for providing information to the Dissemination Agent; and (ii) as to each entity comprising an Obligated Person (other than the Issuer), the individuals executing this Disclosure Agreement on behalf of such entity or such person(s) as such entity shall designate in writing to the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent.

“Dissemination Agent” shall mean the Issuer or an entity appointed by the Issuer to act in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof. Governmental Management Services - Central Florida, LLC has been designated as the initial Dissemination Agent hereunder.

“District Manager” shall mean Governmental Management Services - Central Florida, LLC, and its successors and assigns.

“EMMA” means the Electronic Municipal Market Access system for municipal securities disclosures located at <http://emma.msrb.org/>.

“EMMA Compliant Format” shall mean a format for any document provided to the MSRB (as hereinafter defined) which is in an electronic format and is accompanied by identifying information, all as prescribed by the MSRB.

“Financial Obligation” means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of an obligation or instrument described in either clause (a) or (b). Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Fiscal Year” shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

“Limited Offering Memorandum” shall mean the final Limited Offering Memorandum dated _____, 2022, with respect to the Bonds.

“Listed Event” 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 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 and its affiliates, successors or assigns (excluding homebuyers who are end users), for so long as such Developer or its affiliates, successors or assigns (excluding homebuyers who are end users) are the owners of District Lands responsible for payment of at least 20% of the Assessments.

“Participating Underwriter” shall mean FMSbonds, Inc.

“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, 2023.

“Quarterly Report” shall mean any Quarterly Report provided by any Obligated Person (other than the Issuer) pursuant to, and as described in, Section 5 of this Disclosure Agreement.

“Repository” shall mean each entity authorized and approved by the SEC (as hereinafter defined) from time to time to act as a repository for purposes of complying with the Rule. The Repositories approved by the SEC may be found by visiting the SEC’s website at <http://www.sec.gov/info/municipal/nrmsir.htm>. As of the date hereof, the Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure submissions through its EMMA web portal. As used herein, “Repository” shall include the State Repository, if any.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the 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 ending September 30, 2022. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; *provided that* the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report, and may be submitted in accordance with State law, which currently requires such Audited Financial Statements to be provided up to, but no later than, nine (9) months after the close of the Issuer’s Fiscal Year (the “Audited Financial Statements Filing Date”). The Issuer shall, or shall cause the Dissemination Agent to, provide to the Repository the components of an Annual Report which satisfies the requirements of Section 4(a) of this Disclosure Agreement within thirty (30) days after same becomes available, but in no event later than the Annual Filing Date or Audited Financial Statements Filing Date, as applicable. If the Issuer’s Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 6.

(b) If on the fifteenth (15th) day prior to each Annual Filing Date or the Audited Financial Statements Filing Date, as applicable, the Dissemination Agent has not received a copy of the Annual Report or Audited Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be via email) to remind the Issuer of its undertaking to provide the Annual Report or Audited Financial Statements, as applicable, pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report or the Audited Financial Statements, as applicable, in accordance with Section 3(a) above, or (ii) advise the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report or Audited Financial Statements, as applicable, within the times required under this Disclosure Agreement, state the date by which the Annual Report or the Audited Financial Statements for such year, as applicable, will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 6(a)(xvii) has occurred and to immediately send a notice to the Repository in substantially the form attached hereto as Exhibit A.

(c) If the Dissemination Agent has not received an Annual Report by 12:00 noon on the first (1st) Business Day following the Annual Filing Date for the Annual Report or the Audited Financial Statements by 12:00 noon on the first (1st) Business Day following the Audited Financial Statements Filing Date for the Audited Financial Statements, then a Listed Event as described in Section 6(a)(xvii) shall have occurred and the Dissemination Agent shall immediately send a notice to the Repository in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Issuer stating that the Annual Report or Audited Financial Statements, as applicable, 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 Annual Financial Information with respect to the Issuer, including the following:

(i) The amount of Assessments levied in the Assessment Area Five for the most recent prior Fiscal Year.

(ii) The amount of Assessments collected in the Assessment Area Five from the property owners during the most recent prior Fiscal Year.

(iii) If available, the amount of delinquencies in the Assessment Area Five 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 for lands within the Assessment Area Five, 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.

(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) To the extent available, the certified tax roll for the current Fiscal Year (certified in the prior Fiscal Year) that contains the folio numbers, landowner names, 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 of the land within the District.

(ix) The most recent Audited Financial Statements of the Issuer.

(x) In the event of any amendment or waiver of a provision of this Disclosure Agreement, a description of such amendment or waiver in the next Annual Report, and in each case shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth (unless Audited Financial Statements are being delivered 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 memoranda and official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the SEC. If the document incorporated by reference is a final limited offering memorandum or official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

(b) The Issuer and each Obligated Person agree to supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The Issuer acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the Issuer, Obligated Persons and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the Issuer, an Obligated Person or others as thereafter disseminated by the Dissemination Agent.

(c) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

5. Quarterly Reports.

(a) Each Obligated Person (other than the Issuer) or the Developer on behalf of any other Obligated Person that fails to execute an Assignment (as hereinafter defined), shall provide an electronic copy of the Quarterly Report to the Dissemination Agent no later than fifteen (15) days prior to the Quarterly Filing Date. 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 with respect to such Obligated Person for the Bonds, to the extent available:

(i) The number and type of lots in Assessment Area Five subject to the Assessments (cumulative).

(ii) The number and type of lots owned in Assessment Area Five by the Obligated Person.

(iii) The number and type of lots platted in Assessment Area Five.

(iv) The number and type of homes under contract with homebuyers in Assessment Area Five.

(v) The number and type of homes closed with homebuyers (delivered to end users) in Assessment Area Five (cumulative).

(vi) Any change to the number or type of lots planned to be developed in Assessment Area Five by the Obligated Person.

(vii) Materially adverse changes or determinations to permits/approvals for the development of Assessment Area Five which necessitate changes to the land use plans of any Obligated Person.

(viii) The occurrence of any new or modified mortgage debt on the land owned by the Obligated Person in Assessment Area Five, including the amount, interest rate and terms of repayment.

(ix) If an Obligated Person sells, assigns or otherwise transfers ownership of real property in Assessment Area Five (a "Transferor Obligated Person") to a third party (a "Transferee"), which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Transferor Obligated Person hereby agrees to use its best efforts to contractually obligate such Transferee to agree to comply with the disclosure obligations of an Obligated Person hereunder for so long as such Transferee is an Obligated Person hereunder, to the same extent as if such Transferee were a party to this Disclosure Agreement (an "Assignment"). The Transferor Obligated Person shall notify the District and the Dissemination Agent in writing of any Transfer within five (5) Business Days of the occurrence thereof. Nothing herein shall be construed to relieve the Developer from its obligations hereunder except to the extent a written Assignment from a Transferee is obtained and delivered to the Dissemination Agent and then only to the extent of such Assignment.

(c) If the Dissemination Agent has not received a Quarterly Report from each Obligated Person that contains, at a minimum, the information in Section 5(b) of this Disclosure Agreement by 12:00 noon on the first (1st) 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:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on the Debt Service Reserve Fund reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;*
- (v) Substitution of credit or liquidity providers, or their failure to perform;*
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the Issuer or any Obligated Person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer or any Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental

* The Bonds are not credit enhanced at their date of issuance.

authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person);

(xiii) Consummation of a merger, consolidation, or acquisition involving the Issuer or any Obligated Person or the sale of all or substantially all of the assets of the Issuer or any Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional trustee or the change of name of the Trustee, if material; and

(xv) The incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect Bond 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 Obligated Person, any of which reflect financial difficulties.

(xvii) Failure to provide (A) any Annual Report or Audited Financial Statements as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Section 4(a) of this Disclosure Agreement, or (B) any Quarterly Report that contains, in all material respects, the information required to be included therein under Section 5(b) of this Disclosure Agreement, which failure shall, in all cases, be deemed material under federal securities laws.

(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 (10th) Business Day after the occurrence of the Listed Event or such earlier time period as required under this Agreement).

(c) Each Obligated Person shall notify the Issuer of the occurrence of a Listed Event described in subsections (a)(x), (xii), (xiii), (xv), (xvi) 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 upon the defeasance, prior redemption or payment in full of all of the Bonds.

8. **Prior Undertakings.** The Developer hereby represents and warrants that to its knowledge it has provided on a timely basis all reporting information requested by the applicable dissemination agent with respect to prior continuing disclosure agreements entered into pursuant to the Rule. The Developer has been made aware of instances where the information required to be provided to the dissemination agents was not timely requested, not filed with the appropriate repository or, if filed, not filed on a timely basis. The Developer has instituted internal processes to provide information to the Dissemination Agent on a timely basis and obtained assurances from the Dissemination Agent that it will in turn request the required reporting information timely and file such information timely with the appropriate repository.

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 Governmental Management Services - Central Florida, LLC. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of the Dissemination Agent. The Dissemination Agent 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 and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the Issuer, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment and/or waiver in the next Annual Report and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in

narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Notwithstanding the above provisions of this Section 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 Beneficial 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 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 between the District, the Developer and such Dissemination Agent. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. The District, each Obligated Person and the Disclosure Representative covenant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District, the Developer 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.

14. **Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Developer, the Dissemination Agent, the Trustee, the Participating Underwriter and the Owners of the Bonds (the Dissemination Agent, 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 Bondholder, the Issuer, through its District Manager, if applicable, agrees to provide such party with a certified copy of its most recent tax roll provided to the Orange 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 Orange 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 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 the Developer or any assignee or successor thereto that becomes an Obligated Person pursuant to the terms of this Disclosure Agreement, only successor or assignees to such parties who are, by definition, Obligated Persons, shall be bound or benefited by this Disclosure Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

**STOREY PARK COMMUNITY
DEVELOPMENT DISTRICT, AS ISSUER**

[SEAL]

By: _____
Chairperson, Board of Supervisors

ATTEST:

By: _____
Assistant Secretary

LENNAR HOMES, LLC, AS DEVELOPER

By: _____
Name: _____
Title: _____

**GOVERNMENTAL MANAGEMENT
SERVICES - CENTRAL FLORIDA, LLC, AS
DISSEMINATION AGENT**

By: _____
Name: _____
Title: _____

CONSENTED TO AND AGREED TO BY:

DISTRICT MANAGER

**GOVERNMENTAL MANAGEMENT
SERVICES - CENTRAL FLORIDA,
LLC, AS DISTRICT MANAGER**

By: _____

Name: _____

Title: _____

Acknowledged and agreed to for purposes of
Sections 12, 14 and 18 only:

REGIONS BANK, 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: Storey Park Community Development District

Name of Bond Issue: \$_____ original aggregate principal amount of Special Assessment Bonds, Series 2022 (Assessment Area Five Project)

Obligated Person(s): Storey Park Community Development District; Lennar Homes, LLC

Original Date of Issuance: _____, 2022

CUSIP Numbers:

NOTICE IS HEREBY GIVEN that the [Issuer][Obligated Person] has not provided an [Annual Report] [Audited Financial Statements] [Quarterly Report] with respect to the above-named Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated _____, 2022 by and among the Issuer, the Developer and the Dissemination Agent named therein. The [Issuer][Obligated Person] has advised the undersigned that it anticipates that the [Annual Report] [Audited Financial Statements] [Quarterly Report] will be filed by _____, 20____.

Dated: _____

Governmental Management Services - Central Florida, LLC, as Dissemination Agent

By: _____

Name: _____

Title: _____

cc: Issuer
Trustee

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