In the opinion of Greenberg Traurig, P.A., Bond Counsel, assuming the accuracy of certain representations and certifications and the continuing compliance with certain tax covenants, under existing statutes, regulations, rulings and court decisions, interest on the Series 2024 Bonds (as hereinafter defined) is excludable from gross income for federal income tax purposes; and, further, interest on the Series 2024 Bonds will not be an item of tax preference for purposes of the alternative minimum tax imposed on individuals. 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 2024 Bonds is not excluded from the determination of adjusted financial statement income. See "TAX MATTERS" herein for a description of certain other federal tax consequences of ownership of the Series 2024 Bonds. Bond Counsel is further of the opinion that the Series 2024 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.

## BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT (CHARLOTTE AND LEE COUNTIES, FLORIDA)

## \$56,985,000 Special Assessment Revenue Bonds, Series 2024 (Series 2024 Project)

Dated: Date of Delivery

Due: As set forth herein.

The Babcock Ranch Community Independent Special District Special Assessment Revenue Bonds, Series 2024 (Series 2024 Project) (the "Series 2024 Bonds") are being issued by the Babcock Ranch Community Independent Special District (the "District" or "Issuer") only as registered bonds without coupons in current interest form in denominations of \$5,000 and integral multiples thereof except as expressly set forth otherwise herein.

The District will apply the proceeds of the Series 2024 Bonds to: (i) finance a portion of the cost of acquiring, constructing and equipping the Series 2024 Project (as defined herein); (ii) pay certain costs associated with the issuance of the Series 2024 Bonds; (iii) pay a portion of the interest to become due on the Series 2024 Bonds; and (iv) make a deposit into the Series 2024 Reserve Account for the benefit of the Series 2024 Bonds. See "THE CAPITAL IMPROVEMENT PLAN AND THE SERIES 2024 PROJECT" and "ESTIMATED SOURCES AND USES OF FUNDS" herein, and "APPENDIX A: COPY OF MASTER INDENTURE AND FORM OF THE ELEVENTH SUPPLEMENTAL INDENTURE" attached hereto.

The Series 2024 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 May 1 and November 1, commencing May 1, 2025.

The Series 2024 Bonds, when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"). Purchases of beneficial interests in the Series 2024 Bonds will be made only in book-entry form. Accordingly, principal of, and interest on the Series 2024 Bonds will be paid from sources described below by U.S. Bank Trust Company, National Association, as successor to U.S. Bank National Association, as trustee (the "Trustee"), directly to Cede & Co., as the registered owner thereof. Disbursements of such payments to the Direct Participants (as defined herein) is the responsibility of DTC and disbursements of such payments to the beneficial owners is the responsibility of the Direct Participants and the Indirect Participants (as defined herein), as more fully described herein. Any purchaser of a beneficial interest in a Series 2024 Bond must maintain an account with a broker or dealer who is, or acts through, a Direct Participant to receive payment of the principal of and interest on such Series 2024 Bond. See "BOOK-ENTRY ONLY SYSTEM" herein.

The District is an independent special district duly established and existing pursuant to Chapter 2007-306, Laws of Florida, effective on June 27, 2007, as amended by Chapter 2016-257, Laws of Florida, effective on March 25, 2016 (collectively, the "Act"), and is a public body corporate and politic, an independent, limited, special purpose local government, and independent special district under Sections 189.031 and 189.012(3), Florida Statutes. The boundaries of the District contain approximately 13,630 acres of land in Charlotte County, Florida ("Charlotte County"), and an additional approximately 4,157 acres located in Lee County, Florida ("Lee County"). The District was created for the purpose of planning, constructing, maintaining, operating, financing, and improving the provision of systems, facilities, and services necessary to meet the infrastructure needs of the Development (as defined herein).

The Series 2024 Bonds are being issued by the District pursuant to the Act, Resolution Nos. 2008-04, 2020-19 and 2024-89 adopted by the Governing Board of the District (the "Board") on November 1, 2007, July 30, 2020 and September 30, 2024, respectively (collectively, the "Resolution"), and a Master Trust Indenture dated as of December 1, 2015 (the "Master Indenture"), as supplemented by that certain Eleventh Supplemental Trust Indenture dated as of November 1, 2024 (the "Eleventh Supplemental Indenture" and, together with the Master Indenture, the "Indenture"). Capitalized terms not defined herein shall have the meanings assigned to them in the Indenture. See "APPENDIX A: COPY OF MASTER INDENTURE AND FORM OF THE ELEVENTH SUPPLEMENTAL INDENTURE" attached hereto.

The Series 2024 Bonds are equally and ratably secured by the Series 2024 Trust Estate, without preference or priority of one Series 2024 Bond over another. The Series 2024 Trust Estate is comprised of all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Indenture, the Series 2024 Pledged Revenues and the Series 2024 Pledged Funds. The Series 2024 Pledged Revenues are mainly comprised of the Series 2024 Special Assessments (as defined herein) that are imposed, levied and collected by the District on the assessable property within Series 2024 Assessment Area specifically benefitted by the Series 2024 Project. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS" herein.

NEITHER THE SERIES 2024 BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF THE STATE OF FLORIDA (THE "STATE"). THE SERIES 2024 BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDESTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDESTURE OR THE SERIES 2024 BONDS, RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE SERIES 2024 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2024 TRUST ESTATE (AS DEFINED HEREIN) PLEDGED TO THE SERIES 2024 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDESTURE.

The Series 2024 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 2024 BONDS - Redemption Provisions" herein.

The Series 2024 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 2024 Bonds. The Series 2024 Bonds are not credit enhanced or rated and no application has been made for a rating with respect to the Series 2024 Bonds.

This cover page contains certain limited information for quick reference only. It is not, and is not intended to be, a summary of the matters relating to the Series 2024 Bonds. Potential investors should read the entire Limited Offering Memorandum (including the cover page, the inside cover page, and all appendices attached hereto) to obtain information essential to the making of an informed investment decision.

#### MATURITY SCHEDULE

5,780,000-4.300% Series 2024 Term Bond due May 1, 2031, Yield 4.300%, Price 100.000 CUSIP # 05616KBT6\* 20,025,000-5.000% Series 2024 Term Bond due May 1, 2044, Yield 5.000%, Price 100.000 CUSIP # 05616KBU3\* 31,180,000-5.250% Series 2024 Term Bond due May 1, 2055, Yield 5.250%, Price 100.000 CUSIP # 05616KBV1\*

The initial sale of the Series 2024 Bonds is subject to certain conditions precedent, including, without limitation, receipt of the opinion of Greenberg Traurig, P.A., Orlando, Florida, Bond Counsel, as to the validity of the Series 2024 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, Kutak Rock LLP, Tallahassee, Florida, for the Developer (as defined herein) by its counsel, Akerman LLP, Jacksonville, Florida. GrayRobinson, P.A., Tampa, Florida is serving as Underwriter's counsel. It is expected that the Series 2024 Bonds will be delivered in book-entry form through the facilities of DTC on or about November 27, 2024.



Dated: November 13, 2024

<sup>\*</sup> The District is not responsible for the CUSIP numbers, nor is any representation made as to their correctness. The CUSIP numbers are included solely for the convenience of the readers of this Limited Offering Memorandum.

## BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT

## **GOVERNING BOARD**

Bill Vander May,\* Chairperson Bill Moore,\* Vice-Chairperson Christine Barker,\* Assistant Secretary Melvin Jordan,\* Assistant Secretary Laura Keller,\* Assistant Secretary

\* Employee of, or affiliated with, the Developer

#### DISTRICT MANAGER/METHODOLOGY CONSULTANT

Wrathell, Hunt and Associates, LLC Boca Raton, Florida

## **DISTRICT COUNSEL**

Kutak Rock LLP Tallahassee, Florida

## **BOND COUNSEL**

Greenberg Traurig, P.A. Orlando, Florida

## **CONSULTING ENGINEER**

Kimley-Horn and Associates, Inc. Fort Myers, Florida

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE DISTRICT OR THE UNDERWRITER 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 2024 BONDS AND THERE SHALL BE NO OFFER, SOLICITATION, OR SALE OF THE SERIES 2024 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 DEFINED HEREIN), THE DISTRICT, PUBLIC DOCUMENTS, RECORDS AND OTHER SOURCES, WHICH SOURCES ARE BELIEVED TO BE RELIABLE BUT WHICH INFORMATION IS NOT GUARANTEED AS TO ACCURACY 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, THEIR 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 THE DEVELOPMENT, SERIES 2024 ASSESSMENT AREA OR THE SERIES 2024 PROJECT (AS SUCH TERMS ARE HEREINAFTER DEFINED) SINCE THE DATE HEREOF.

THE SERIES 2024 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 2024 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, CHARLOTTE COUNTY, FLORIDA, LEE COUNTY, FLORIDA, THE STATE, NOR ANY OTHER POLITICAL SUBDIVISIONS THEREOF HAVE GUARANTEED OR PASSED UPON THE MERITS OF THE SERIES 2024 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 SERIES 2024 SPECIAL 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.

REFERENCES TO WEBSITE ADDRESSES PRESENTED HEREIN, INCLUDING THE DISTRICT'S WEBSITE OR ANY OTHER WEBSITE CONTAINING INFORMATION ABOUT THE DISTRICT, ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER'S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEBSITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS LIMITED OFFERING MEMORANDUM FOR ANY PURPOSE INCLUDING FOR PURPOSES OF RULE 15c2-12 PROMULGATED BY THE SEC ("RULE 15c2-12") PURSUANT TO THE SECURITIES AND EXCHANGE ACT OF 1934. THE ORDER AND PLACEMENT OF INFORMATION IN THIS LIMITED OFFERING MEMORANDUM, INCLUDING THE APPENDICES ATTACHED HERETO, ARE NOT AN INDICATION OF RELEVANCE, MATERIALITY OR RELATIVE IMPORTANCE, AND THIS LIMITED OFFERING MEMORANDUM, INCLUDING THE APPENDICES ATTACHED HERETO, SHOULD BE READ IN ITS ENTIRETY. THE CAPTIONS AND HEADINGS IN THIS LIMITED OFFERING MEMORANDUM ARE FOR CONVENIENCE ONLY AND IN NO WAY DEFINE, LIMIT OR DESCRIBE THE SCOPE OR INTENT, OR AFFECT THE MEANING OR CONSTRUCTION, OF ANY PROVISION OR SECTION IN THIS LIMITED OFFERING MEMORANDUM.

THIS LIMITED OFFERING MEMORANDUM IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: WWW.MUNIOS.COM AND WWW.EMMA.MSRB.ORG. THIS LIMITED OFFERING MEMORANDUM MAY BE RELIED UPON ONLY IF IT IS PRINTED IN ITS ENTIRETY DIRECTLY FROM EITHER OF SUCH WEBSITES.

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#### LIMITED OFFERING MEMORANDUM

# BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT (CHARLOTTE AND LEE COUNTIES, FLORIDA)

\$56,985,000 Special Assessment Revenue Bonds, Series 2024 (Series 2024 Project)

#### INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page, the inside cover page, and appendices hereto, is to set forth certain information in connection with the offering and issuance by the Babcock Ranch Community Independent Special District (the "District" or "Issuer") of its \$56,985,000 Special Assessment Revenue Bonds, Series 2024 (Series 2024 Project) (the "Series 2024 Bonds").

#### The District

The District is an independent special district duly established and existing pursuant to Chapter 2007-306, Laws of Florida, effective on June 27, 2007, as amended by Chapter 2016-257, Laws of Florida, effective on March 25, 2016 (collectively, the "Act"), and is a public body corporate and politic, an independent, limited, special purpose local government, and independent special district under Sections 189.031 and 189.012(3), Florida Statutes. The boundaries of the District contain approximately 13,630 acres of land in Charlotte County, Florida ("Charlotte County") and an additional approximately 4,157 acres located in Lee County, Florida ("Lee County") (collectively, the "District Lands"). The District was created for the purpose of delivering certain community development services and facilities for the benefit of the District Lands 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, or equipping and operating water management, water supply, sewer and wastewater management, roads, interchanges and bridges, streetlights and other basic infrastructure projects within or without the boundaries of the District, all as provided in the Act.

#### The Development

The District Lands are being developed as part of a large-scale, mixed-use development known as "Babcock Ranch" (referred to herein as the "Babcock Ranch Community"). The aggregate approximately 17,787 acres of land in the Babcock Ranch Community are located in both Charlotte and Lee Counties and are approved for approximately 19,500 residential units and 6,000,000 square feet of commercial space. The portion of the District Lands within Charlotte County is referred to herein as the "Charlotte Development." The Charlotte Development consists of approximately 13,630 acres and is subject to a Master Development of Regional Impact (the "Master DRI"). Under the Master DRI, the Charlotte Development is authorized for 17,870 residential units and 5,910,000 square feet of retail, office and industrial space, as well as 600 hotel

rooms, 177 hospital beds, 418 assisted living units, 54 golf holes and ancillary facilities such as educational and research facilities, libraries, places of worship, parks, and utility infrastructure. The portion of the District Lands within Lee County is referred to herein as the "Lee Development." The Charlotte Development and the Lee Development are collectively referred to herein as the "Development." The Lee Development contains approximately 4,157 acres and is authorized for 1,630 residential units, 600 hotel rooms and 1,170,000 square feet of commercial office and retail uses. When combined with the commercial development in the Charlotte Development, commercial development within the Lee Development may not exceed the total commercial use approved in the Master DRI (4,830,000 square feet, as may be modified by the Master DRI's adopted conversion matrix). See "THE DEVELOPMENT" herein for more information.

The District Lands are being developed in phases. The development and buildout of Assessment Areas 1, 2A, 2B, 2C, 3A, 3B and 4, the Series 2021 Assessment Area and the Series 2022 Assessment Area (each as defined herein) have commenced and are ongoing. See "THE DISTRICT – Outstanding Indebtedness" and "THE DEVELOPMENT – Update to Prior Phases" herein.

The next phase of development, which will be subject to the Series 2024 Special Assessments (as defined herein) securing the Series 2024 Bonds, consists of the following: (i) Lee County Parcel 1 is comprised of approximately 124.92 gross acres planned for 249 residential units, (ii) Lee County Parcel 2 is comprised of approximately 175.77 gross acres planned for 124 residential units, (iii) MidTown Parcel 1 is comprised of approximately 58.0 gross acres planned for 220 residential units, (iv) MidTown Parcel 2 is comprised of approximately 58.55 gross acres planned for 231 residential units, (v) MidTown Parcel 3 is comprised of approximately 32.89 gross acres planned for 146 residential units, (vi) MidTown Parcel 4 is comprised of approximately 30.62 gross acres planned for 222 residential units, (vii) Tuckers Cove (Phase 1C & 1D) is comprised of approximately 107.0 gross acres that have been platted to contain 383 residential units, (viii) Webbs Reserve Phase 1 is comprised of approximately 149.85 gross acres that have been partially platted and are planned for 398 residential units and (ix) DiVosta Parcel Phase 2 is comprised of approximately 184.25 gross acres planned for 500 residential units (collectively, the "Series 2024 Assessment Area"). See "THE DEVELOPMENT – Development Plan and Status" herein for more information regarding the development plan for the Series 2024 Assessment Area.

Babcock Property Holdings, L.L.C., a Delaware limited liability company (the "Developer"), is the master developer of the Development and of the Series 2024 Assessment Area. The Developer will install the master infrastructure and sell undeveloped parcels with utilities and roadways serving the parcels to the Builders (as defined herein). To date, the land in Tuckers Cove (Phase 1C & 1D) and Webbs Reserve Phase 1 has closed with Lennar Homes (as defined herein). See "THE DEVELOPMENT – Builder Contracts and Builders" for more information regarding the Builders and the status of the various Builder Contracts.

## **Authority for Issuance**

The Series 2024 Bonds are being issued by the District pursuant to the Act, Resolution Nos. 2008-04, 2020-19 and 2024-89 adopted by the Governing Board of the District (the "Board") on November 1, 2007, July 30, 2020 and September 30, 2024, respectively (collectively, the

"Resolution"), and a Master Trust Indenture dated as of December 1, 2015 (the "Master Indenture"), as supplemented by that certain Eleventh Supplemental Trust Indenture dated as of November 1, 2024 (the "Eleventh Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and U.S. Bank Trust Company, National Association, as successor to U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms not defined herein shall have the meanings assigned to them in the Indenture. See "APPENDIX A: COPY OF MASTER INDENTURE AND FORM OF THE ELEVENTH SUPPLEMENTAL INDENTURE" attached hereto.

## **Purpose of the Series 2024 Bonds**

The District will apply the proceeds of the Series 2024 Bonds to: (i) finance a portion of the cost of acquiring, constructing and equipping the Series 2024 Project (as defined herein); (ii) pay certain costs associated with the issuance of the Series 2024 Bonds; (iii) pay a portion of the interest to become due on the Series 2024 Bonds; and (iv) make a deposit into the Series 2024 Reserve Account for the benefit of the Series 2024 Bonds. See "THE CAPITAL IMPROVEMENT PLAN AND THE SERIES 2024 PROJECT" and "ESTIMATED SOURCES AND USES OF FUNDS" herein, and "APPENDIX A: COPY OF MASTER INDENTURE AND FORM OF THE ELEVENTH SUPPLEMENTAL INDENTURE" attached hereto.

## **Description of the Series 2024 Bonds**

The Series 2024 Bonds will be issued as fully registered bonds, without coupons, in denominations of \$5,000 and any integral multiple thereof, and initially will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). Purchases of beneficial ownership interests in the Series 2024 Bonds will be made in book-entry form only and purchasers of beneficial interests in the Series 2024 Bonds will not receive physical delivery of bond certificates. See "DESCRIPTION OF THE SERIES 2024 BONDS – Book Entry-Only System" herein. Payments of principal of, premium, if any, and interest on, any Series 2024 Bonds will be made to Cede & Co., as nominee for DTC, as registered owner of the Series 2024 Bonds, by U.S. Bank Trust Company, National Association, as successor to U.S. Bank National Association, as Registrar and Paying Agent, to be subsequently disbursed to the Beneficial Owners of the Series 2024 Bonds.

Interest on the Series 2024 Bonds is payable semiannually on May 1 and November 1 of each year, commencing May 1, 2025. The Series 2024 Bonds will bear interest rates as set forth on the inside cover of this Limited Offering Memorandum. See "DESCRIPTION OF THE SERIES 2024 BONDS – General Description" herein.

The Series 2024 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 2024 BONDS – Redemption Provisions" herein.

## Security for and Sources of Payment of the Series 2024 Bonds

The Series 2024 Bonds are equally and ratably secured by the Series 2024 Trust Estate, without preference or priority of one Series 2024 Bond over another. The Series 2024 Trust Estate

is comprised of all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Indenture, the Series 2024 Pledged Revenues and the Series 2024 Pledged Funds. The Series 2024 Pledged Revenues are mainly comprised of the Series 2024 Special Assessments that are imposed, levied and collected by the District on the assessable property within the Series 2024 Assessment Area specifically benefitted by the Series 2024 Project. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS" herein.

NEITHER THE SERIES 2024 BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF THE STATE OF FLORIDA (THE "STATE"). THE SERIES 2024 BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING DISTRICT OR ANY OTHER PUBLIC AUTHORITY GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2024 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2024 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2024 TRUST ESTATE PLEDGED TO THE SERIES 2024 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

#### **Other Information**

THE SERIES 2024 BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. PURSUANT TO APPLICABLE STATE LAW, THE UNDERWRITER IS LIMITING THIS INITIAL OFFERING OF THE SERIES 2024 BONDS TO ONLY ACCREDITED INVESTORS WITHIN THE MEANING OF CHAPTER 517, FLORIDA STATUTES, AND THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. THE LIMITATION OF THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFERS IN ANY SECONDARY MARKET FOR THE SERIES 2024 BONDS. POTENTIAL INVESTORS ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE SERIES 2024 BONDS. SEE "BONDOWNERS' RISKS" AND "SUITABILITY FOR INVESTMENT" HEREIN.

There follows in this Limited Offering Memorandum a brief description of the District, the Developer, the Development, the Builders, the Builder Contracts (as defined herein), the Series 2024 Assessment Area, the Series 2024 Project and summaries of the terms of the Series 2024 Bonds, the Indenture and certain provisions of the Act. All references herein to the Indenture and the provisions of the Act are qualified in their entirety by reference to such documents and statutory provisions, and all references to the Series 2024 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 Eleventh Supplemental Indenture appear in APPENDIX A attached hereto.

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

#### **DESCRIPTION OF THE SERIES 2024 BONDS**

## **General Description**

The Series 2024 Bonds are issuable only as registered bonds without coupons in current interest form in 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 2024 Bonds, at the time of initial delivery of the Series 2024 Bonds, such beneficial owner must either execute and deliver to the District and the Underwriter on the date of delivery of the Series 2024 Bonds an investor letter 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 (the "Securities Act"). A Beneficial Owner may hold Series 2024 Bonds in an aggregate amount which is less than \$5,000 as a result of any extraordinary mandatory redemption of Series 2024 Bonds (including as a result of Prepayments) or Amortization Installments on the Series 2024 Bonds that are made in due course, subject to rounding to the nearest \$5,000 increment of principal. The Series 2024 Bonds will mature, subject to the redemption provisions set forth herein, on the dates and in the amounts set forth on the inside cover page hereof. See "SUITABILITY FOR INVESTMENT" herein.

Each Series 2024 Bond shall be dated as of the date of initial issuance and delivery. Each Series 2024 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such Series 2024 Bond has been paid, in which event such Series 2024 Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Series 2024 Bonds, in which event, such Series 2024 Bond shall bear interest from its date of issuance. "Interest Payment Date" means each May 1 and November 1, commencing May 1, 2025, and any other date on which principal of the Series 2024 Bonds is paid, and shall be computed on the basis of a 360-day year of twelve 30-day months.

Upon initial issuance, the ownership of each such Series 2024 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee for DTC, the initial Bond Depository. With respect to Series 2024 Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any indirect Bond Participant. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the Series 2024 Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Series 2024 Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other

person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2024 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each Series 2024 Bond is registered in the registration books kept by the Bond Registrar as the absolute owner of such Series 2024 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2024 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2024 Bond, for the purpose of registering transfers with respect to such Series 2024 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2024 Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided in the Eleventh Supplemental Indenture and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2024 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Series 2024 Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the words "Cede & Co." in the Eleventh Supplemental Indenture, shall refer to such new Nominee of DTC; and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, Bond Registrar and the Paying Agent. See "-Book Entry-Only System" herein for more information.

U.S. Bank Trust Company, National Association is initially serving as the Trustee, Registrar and Paying Agent for the Series 2024 Bonds.

## **Redemption Provisions**

## **Optional Redemption**

The Series 2024 Bonds maturing after May 1, 2035, are subject to redemption prior to maturity at the option of the District, in whole or in part, on any date on or after May 1, 2035, at the Redemption Price of 100% of the principal amount of such Series 2024 Bonds or portions thereof to be redeemed, together with accrued interest to the Redemption Date.

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## **Mandatory Redemption**

The Series 2024 Term Bonds maturing May 1, 2031, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2024 Sinking Fund Account established under the Eleventh Supplemental Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment
2026	\$865,000	2029	\$ 980,000
2027	900,000	2030	1,025,000
2028	940,000	2031*	1,070,000

<sup>\*</sup> Maturity

The Series 2024 Term Bonds maturing May 1, 2044, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2024 Sinking Fund Account established under the Eleventh Supplemental Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment
2032	\$1,120,000	2039	\$1,590,000
2033	1,180,000	2040	1,670,000
2034	1,240,000	2041	1,760,000
2035	1,300,000	2042	1,850,000
2036	1,370,000	2043	1,945,000
2037	1,440,000	2044*	2,045,000
2038	1,515,000		

<sup>\*</sup> Maturity

[Remainder of page intentionally left blank.]

The Series 2024 Term Bonds maturing May 1, 2055, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2024 Sinking Fund Account established under the Eleventh Supplemental Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment
2045	\$2,150,000	2051	\$2,945,000
2046	2,265,000	2052	3,105,000
2047	2,390,000	2053	3,275,000
2048	2,515,000	2054	3,450,000
2049	2,655,000	2055*	3,635,000
2050	2,795,000		

<sup>\*</sup> Maturity

As more particularly set forth in the Indenture, any Series 2024 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2024 Bonds. Amortization Installments are also subject to recalculation, as provided in the Eleventh Supplemental Indenture, as the result of the redemption of Series 2024 Bonds so as to reamortize the remaining Outstanding principal balance of the Series 2024 Bonds as set forth in the Eleventh Supplemental Indenture.

## **Extraordinary Mandatory Redemption**

The Series 2024 Bonds are subject to Extraordinary Mandatory Redemption prior to maturity, in whole on any date or in part on any Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

- (a) on or after the Date of Completion (as defined in the Master Indenture) of the Series 2024 Project, by application of moneys allocable to the Series 2024 Project transferred from the Series 2024 Acquisition and Construction Account in the Acquisition and Construction Fund established under the Indenture, to the Series 2024 Prepayment Subaccount of the Series 2024 Redemption Account together with moneys deposited therein in accordance with the provisions of the Eleventh Supplemental Indenture, as a result of the reduction of the Series 2024 Reserve Account Requirement. If such redemption shall be in part, the District shall select such principal amount of Series 2024 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2024 Bonds is substantially level.
- (b) from Prepayments (as defined in the Master Indenture) or other moneys deposited into the Series 2024 Prepayment Subaccount of the Series 2024 Redemption Account. If such redemption shall be in part, the District shall select such principal amount of Series 2024 Bonds to

be redeemed from each maturity so that debt service on the remaining Outstanding Series 2024 Bonds is substantially level.

(c) on the date on which the amount on deposit in the Funds and Account (other than the Series 2024 Rebate Account and the Series 2024 Acquisition and Construction Account) are sufficient to pay and redeem all of the Series 2024 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2024 Bonds shall be called for redemption, the particular Series 2024 Bonds or portions of Series 2024 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

## **Notice of Redemption**

Notice of each redemption of Series 2024 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the Redemption Date to each registered Owner of Series 2024 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2024 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2024 Bonds or such portions thereof on such date, interest on such Series 2024 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2024 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2024 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar 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.

As provided in the Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

#### **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 makes any representation or warranty or takes any responsibility for the accuracy or completeness of such information.

DTC will act as securities depository for the Series 2024 Bonds. The Series 2024 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2024 Bond certificate will be issued for each maturity of the

Series 2024 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 (the "Exchange Act"). DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2024 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2024 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2024 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 2024 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 2024 Bonds, except in the event that use of the book-entry system for the Series 2024 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2024 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2024 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2024 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2024 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 2024 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2024 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2024 Bond documents. For example, Beneficial Owners of Series 2024 Bonds may wish to ascertain that the nominee holding the Series 2024 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 2024 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2024 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 2024 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and interest payments on the Series 2024 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 2024 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 2024 Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2024 Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system information has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

NEITHER THE DISTRICT NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DIRECT PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DIRECT PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE SERIES 2024 BONDS. THE DISTRICT CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DIRECT PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE SERIES 2024 BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM.

#### SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS

#### General

NEITHER THE SERIES 2024 BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF THE STATE. THE SERIES 2024 BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2024 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2024 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SPECIFIC SERIES 2024 TRUST ESTATE PLEDGED TO THE SERIES 2024 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

The Series 2024 Bonds are equally and ratably secured by the Series 2024 Trust Estate, without preference or priority of one Series 2024 Bond over another. The "Series 2024 Trust Estate" is comprised of all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Indenture, the Series 2024 Pledged Revenues which are mainly the revenues derived by the District from the Series 2024 Special Assessments and Series 2024

Pledged Funds which are the Funds and Accounts (except for the Series 2024 Rebate Account) established by the Indenture. The "Series 2024 Special Assessments" are the Assessments imposed, levied and collected by the District with respect to the property specifically benefitted by the Series 2024 Project. The "Assessments" are the assessments levied and collected by or on behalf of the District pursuant to the Act as amended from time to time, together with the applicable interest specified by resolution adopted by the Board, the interest specified in Chapter 170 Florida Statutes, as amended, if any such interest is collected by or on behalf of the Board, and any applicable penalties collected by or on behalf of the District, together with any and all amounts received by the District from the sale of tax certificates or otherwise from the collection of Delinquent Assessments and which are referred to as such and pledged to the Series 2024 Bonds. The Series 2024 Special Assessments are non-ad valorem assessments being imposed pursuant to the Assessment Resolution (as defined in the Indenture) and the Series 2024 Special Assessment Proceedings (as defined in the Indenture). The Series 2024 Special Assessments will constitute a lien against the land as to which the Series 2024 Special Assessments are imposed. Non-ad valorem assessments are not based on millage and are not taxes but are a lien against the homestead as permitted in Section 4, Article X of the Florida State Constitution. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

The Series 2024 Special Assessments are levied in an amount corresponding to the debt service on the Series 2024 Bonds and allocated to certain lands within the District on the basis of benefit received as a result of the Series 2024 Project. The Assessment Methodology (as defined herein), which describes the methodology for allocating the Series 2024 Special Assessments to the assessable lands within the Series 2024 Assessment Area, is included as APPENDIX D attached hereto. See also "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein for more information.

## **Covenant to Levy the Series 2024 Special Assessments**

The District has covenanted to comply with the terms of the proceedings adopted with respect to the Series 2024 Special Assessments, including the Assessment Methodology, and to levy the Series 2024 Special Assessments and any required true-up payments set forth in the Assessment Methodology, in such manner as will generate funds sufficient to pay the principal of and interest on each Series 2024 Bonds, when due. If any Series 2024 Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the District shall be satisfied that any such Series 2024 Special Assessment is so irregular or defective that the same cannot be enforced or collected, or if the District shall have omitted to make such Series 2024 Special Assessment when it might have done so, the District has additionally covenanted to either (i) take all necessary steps to cause a new Series 2024 Special Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement, or (ii) in its sole discretion, make up the amount of such Series 2024 Special Assessment from legally available moneys, which moneys shall be deposited into the Series 2024 Revenue Account. In case any such subsequent Series 2024 Special Assessment shall also be annulled, the District shall obtain and make other Series 2024 Special Assessments until a valid Series 2024 Special Assessment shall be made.

## **Prepayment of Series 2024 Special Assessments**

Pursuant to the Assessment Proceedings, an owner of property subject to the Series 2024 Special Assessments may pay the entire principal balance of such Series 2024 Special Assessments at any time, or a portion of the remaining balance of Series 2024 Special Assessments one time if there is also paid, in addition to the prepaid principal balance of the Series 2024 Special Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding Quarterly Redemption Date for the Series 2024 Bonds, or, if prepaid during the forty-five (45) day period preceding such Quarterly Redemption Date, to the Quarterly Redemption Date following such next succeeding Quarterly Redemption Date. See "BONDOWNERS' RISKS – Prepayment and Redemption Risk" herein.

Pursuant to the Act, the provisions of Section 170.09, Florida Statutes, which permit the prepayment of special assessments without interest upon completion of a project funded by such assessments, are not applicable to assessments levied by the District. In addition, the Developer, Lennar Homes and the Tuckers Cove Landowner (as defined herein), respectively, as the owners of the majority\* of the property within the Series 2024 Assessment Area, on behalf of themselves and their respective successors and assigns, will acknowledge in connection with the issuance of the Series 2024 Bonds that no such right is available with respect to the Series 2024 Special Assessments. Such waivers shall not impact the above prepayment rights of the other current landowners in the Series 2024 Assessment Area. See "BONDOWNERS' RISKS – Prepayment and Redemption Risk" herein.

The Series 2024 Bonds are subject to extraordinary redemption as indicated under "DESCRIPTION OF THE SERIES 2024 BONDS – Redemption Provisions – Extraordinary Mandatory Redemption" from optional prepayments of Series 2024 Special Assessments by property owners.

## **Covenant Against Sale or Encumbrance**

In the Master Indenture, the District has covenanted that (i) except for those improvements comprising a Series Project that are to be conveyed by the District to a unit of local government, or to the State or any agency instrumentality of either of the forgoing or the United States Government; and (ii) except as otherwise permitted in the related Supplemental Indenture, it will not sell, lease or otherwise dispose of or encumber a Series Project or any part thereof. See "APPENDIX A: COPY OF MASTER INDENTURE AND FORM OF THE ELEVENTH SUPPLEMENTAL INDENTURE" attached hereto for more information.

#### **Additional Bonds**

**Limitation on Additional Bonds** 

Under the Indenture, the District will covenant not to issue any other Bonds or other debt obligations secured by the Series 2024 Special Assessments levied on the Series 2024 Assessment Area. 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 for capital projects,

<sup>\*</sup> As of October 2024, approximately 21 homes have closed with end users and will not be subject to such waiver.

secured by Assessments on assessable lands which are subject to the Series 2024 Special Assessments levied on the Series 2024 Assessment Area, except for the SIB Loan Special Assessments (as defined herein and as it relates to the lands in Charlotte County), unless the Series 2024 Special Assessments have been Substantially Absorbed. "Substantially Absorbed" shall mean the date on which a principal amount of the Series 2024 Special Assessments equaling at least seventy-five percent (75%) of the then-Outstanding principal amount of the Series 2024 Bonds are levied on tax parcels within the District with respect to which a certificate of occupancy has been issued for a structure thereon and are occupied by end users. The District shall be responsible for ensuring the SIB Loan Special Assessments are not comingled with the Series 2024 Special Assessments and the Trustee shall have no obligation to question if amounts paid to it are not Series 2024 Special Assessments. The District shall present the Trustee with a certification that the Series 2024 Special Assessments are Substantially Absorbed, and the Trustee may rely conclusively upon such certification and shall have no duty to verify if the Series 2024 Special Assessments are Substantially Absorbed.

Certain lands in Charlotte County will be encumbered with both the Series 2024 Special Assessment and the SIB Loan Special Assessments, which while on parity, the SIB Loan Special Assessments will be collected directly by the District and paid to the Florida State Infrastructure Bank and not the Trustee, and therefore will not be commingled with the Series 2024 Special Assessment. The District shall be responsible for ensuring the SIB Loan Special Assessments are not comingled with the Series 2024 Special Assessments and the Trustee shall have no obligation to question if amounts paid to it are not Series 2024 Special Assessments. See " – Other Taxes and Assessments" below for more information regarding the SIB Loan Special Assessments.

Notwithstanding any of the foregoing, the District shall not be precluded from imposing Special Assessments or non-ad valorem assessments on lands within the District for the health, safety, and welfare of the District's residents or for purposes of remediating any natural disaster, catastrophic damage, or failure that has occurred with respect to any capital project or any component thereof.

#### **Other Taxes and Assessments**

The District is permitted to issue Bonds or other debt obligations on District Lands where no Series 2024 Special Assessments are levied for any capital project. The District anticipates issuing additional bonds in the future to fund improvements in future phases of development within the District that will be secured by Assessments on lands separate and distinct from the lands subject to any of the Series 2024 Special Assessments.

The District and other public entities currently impose and may impose additional taxes or other special assessments on the same properties encumbered by the Series 2024 Special Assessments without the consent of the Owners of the Series 2024 Bonds. The District currently imposes the SIB Loan Special Assessments (as defined herein) on a portion of the lands upon which the Series 2024 Special Assessments are imposed and also imposes certain non-ad valorem special assessments called maintenance assessments to fund the maintenance and operation of the District on the same lands upon which the Series 2024 Special Assessments are imposed, each which are of equal dignity with the Series 2024 Special Assessments. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" and "THE

DEVELOPMENT – Taxes, Fees and Assessments" and "BONDOWNERS' RISKS – Other Taxes and Assessments" herein for more information.

## **Acquisition and Construction Account**

The Eleventh Supplemental Indenture establishes a separate account within the Acquisition and Construction Fund designated as the "Series 2024 Acquisition and Construction Account" to be held by the Trustee, except as provided in the Eleventh Supplemental Indenture, and shall be requisitioned by the District, using the form of requisition attached as an exhibit to the Eleventh Supplemental Indenture, subject to the provisions of the Eleventh Supplemental Indenture, to pay Costs of the Series 2024 Project as defined in the Engineer's Report upon compliance with the requisition provisions as set forth in the Master Indenture. Upon satisfaction of either the Reserve Release Conditions #1 or the Reserve Release Conditions #2 (each as defined herein), as the case may be, the amount on deposit in the Series 2024 Reserve Account in excess of the Series 2024 Reserve Account Requirement, as applicable and as calculated by the District, shall then be transferred by the Trustee to the Series 2024 Acquisition and Construction Account as directed in writing to the Trustee by the District Manager, upon consultation with the Consulting Engineer, and applied as provided in the Eleventh Supplemental Indenture.

Anything in the Master Indenture to the contrary notwithstanding, the Consulting Engineer shall establish a Date of Completion for the Series 2024 Project, and any balance remaining in the Series 2024 Acquisition and Construction Account allocable to the Series 2024 Project (taking into account the moneys currently on deposit therein to pay any accrued but unpaid Costs of the Series 2024 Project which are required to be reserved in the Series 2024 Acquisition and Construction Account in accordance with the certificate of the Consulting Engineer establishing such Date of Completion) shall be deposited into the Series 2024 Prepayment Subaccount and applied to the redemption the Series 2024 Bonds in accordance with the Eleventh Supplemental Indenture. Notwithstanding the foregoing, the Series 2024 Acquisition and Construction Account shall not be closed until after the Reserve Release Conditions #2 shall have occurred and the excess funds from the Series 2024 Reserve Account shall have been transferred to the Series 2024 Acquisition and Construction Account and applied in accordance with Eleventh Supplemental Indenture. The Trustee shall not be responsible for determining the amount in the Series 2024 Acquisition and Construction Account allocable to the respective components of the Series 2024 Project.

Amounts on deposit in the Series 2024 Capitalized Interest Account shall, until and including November 1, 2025, be transferred into the Series 2024 Interest Account and applied to the payment of interest first coming due on the Series 2024 Bonds, and thereafter transferred into the Series 2024 Acquisition and Construction Account, and the Series 2024 Capitalized Interest Account shall be closed.

Anything in the Indenture to the contrary notwithstanding, the District will acknowledge in the Indenture that (i) the Series 2024 Pledged Funds includes, without limitation, all amounts on deposit in the Series 2024 Acquisition and Construction Account then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the Series 2024 Bonds, the Series 2024 Pledged Funds may not be used by the District (whether to pay costs of the Series 2024 Project or otherwise) without the consent of the Majority Owners, except to the extent that prior to the occurrence of the Event of Default the District had incurred a binding obligation with third parties

for work on the Series 2024 Project and payment is for such work, and (iii) the Series 2024 Pledged Funds may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay costs and expenses incurred in connection with the pursuit of remedies under the Series 2024 Indenture. The District shall not enter into any binding agreement with respect to the Series 2024 Project after the occurrence of an Event of Default unless authorized in writing by the Majority Owners. See also "-Events of Default and Remedies" herein.

#### **Reserve Account**

The Eleventh Supplemental Indenture establishes a "Series 2024 Reserve Account" within the Reserve Fund solely for the benefit of the Series 2024 Bonds. A portion of the proceeds of Series 2024 Bonds in the amount of the Series 2024 Reserve Account Requirement will be deposited into the Series 2024 Reserve Account. "Series 2024 Reserve Account Requirement" shall be (i) initially, an amount equal to fifty percent (50%) of the maximum annual debt service on the Series 2024 Bonds as calculated from time to time; (ii) upon the occurrence of the Reserve Release Conditions #1, twenty-five percent (25%) of the maximum annual debt service on the Series 2024 Bonds as calculated from time to time; and (iii) upon the occurrence of the Reserve Release Conditions #2, ten percent (10%) of the maximum annual debt service on the Series 2024 Bonds as calculated from time to time. Upon satisfaction of the Reserve Release Conditions #1 or Reserve Release Conditions #2, as applicable, such excess amount shall be released from the Series 2024 Reserve Account and transferred to the Series 2024 Acquisition and Construction Account in accordance with the provisions of the Eleventh Supplemental Indenture. For the purpose of calculating the Series 2024 Reserve Account Requirement, fifty percent (50%) of maximum annual debt service, twenty-five percent (25%) of maximum annual debt service or ten percent (10%) of maximum annual debt service, as the case may be, shall be recalculated in connection with the extraordinary mandatory redemption described in the Eleventh Supplemental Indenture (but not upon the optional or mandatory sinking fund redemption thereof) and such excess amount shall be released from the Series 2024 Reserve Account and, other than as provided in the immediately preceding sentence, transferred to the Series 2024 General Redemption Subaccount or the Series 2024 Prepayment Subaccount as applicable, in accordance with the provisions of the form of Series 2024 Bond set forth as an exhibit to the Eleventh Supplemental Indenture. Amounts on deposit in the Series 2024 Reserve Account may, upon final maturity or redemption of all Outstanding Series 2024 Bonds be used to pay principal of and interest on the Series 2024 Bonds at that time. Initially, the Series 2024 Reserve Account Requirement shall be equal to \$1,866,571.25.

"Reserve Release Conditions #1" shall mean collectively (i) all lots subject to the Series 2024 Special Assessments closed with builders, as certified by the District Manager in writing and upon which the Trustee may conclusively rely, and (ii) there shall be no Events of Default under the Series 2024 Indenture with respect to the Series 2024 Bonds, as certified by the District Manager and upon which the Trustee may conclusively rely.

"Reserve Release Conditions #2" shall mean collectively (i) satisfaction of Reserve Release Conditions #1, (ii) all lots subject to the Series 2024 Special Assessments have constructed homes thereon which have each received a certificate of occupancy, (iii) all of the principal portion of the Series 2024 Special Assessments have been assigned to such homes and (iv) there shall be no

Events of Default under the Indenture, all as certified by the District Manager in writing and upon which the Trustee may conclusively rely.

Except as otherwise provided in the Indenture, amounts on deposit in the Series 2024 Reserve Account shall be used only for the purpose of making payments into the Series 2024 Interest Account, and the Series 2024 Sinking Fund Account to pay Debt Service on the Series 2024 Bonds, when due, without distinction as to Series 2024 Bonds and without privilege or priority of one Series 2024 Bond over another, to the extent the moneys on deposit in such accounts therein and available therefor are insufficient and for no other purpose. Such Account shall consist only of cash and Series 2024 Investment Obligations.

On the earliest date on which there is on deposit in the Series 2024 Reserve Account, sufficient monies, after taking into account other monies available therefor (other than the Series 2024 Rebate Account and the Series 2024 Acquisition and Construction Account), to pay and redeem all of the Outstanding Series 2024 Bonds, together with accrued interest on such Series 2024 Bonds to the earliest date of redemption permitted in the Indenture, then the Trustee shall transfer the amount on deposit in the Series 2024 Reserve Account into the Series 2024 Prepayment Subaccount in the Series 2024 Redemption Account to pay and redeem all of the Outstanding Series 2024 Bonds on the earliest date permitted for redemption permitted in the Indenture.

Anything in the Indenture to the contrary notwithstanding, amounts on deposit in the Series 2024 Reserve Account shall, upon the occurrence and continuance of an Event of Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of respective Delinquent Assessment Principal and respective Delinquent Assessment Interest.

## Deposit and Application of the Series 2024 Pledged Revenues

Pursuant to the Eleventh Supplemental Indenture there is established within the Revenue Fund a "Series 2024 Revenue Account," into which the Trustee shall deposit any and all amounts required to be deposited therein by the Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2024 Revenue Account 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 deposit into the Series 2024 Revenue Account the Series 2024 Special Assessments, other than the Series 2024 Prepayment Principal which shall be identified by the District to the Trustee as such in writing upon deposit and which shall be deposited into the Series 2024 Prepayment Subaccount in the Redemption Account, and any other revenues required by other provisions of the Indenture to be deposited therein.

On the forty-fifth (45<sup>th</sup>) day preceding each Quarterly Redemption Date (or if such forty-fifth (45<sup>th</sup>) day is not a Business Day, on the Business Day next preceding such forty-fifth (45<sup>th</sup>) day), the Trustee shall determine the amount on deposit in the Series 2024 Prepayment Subaccount of the Series 2024 Redemption Account and, shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2024 Bonds on the next succeeding

Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2024 Prepayment Subaccount in accordance with the provisions for extraordinary redemption of the Series 2024 Bonds set forth in the form of Series 2024 Bond attached to the Indenture. In addition, and together with the moneys transferred from the Series 2024 Reserve Account pursuant to the Eleventh Supplemental Indenture, if the amount on deposit is not sufficient to redeem a principal amount of the Series 2024 Bonds in an Authorized Denomination, the Trustee shall be authorized to withdraw amounts from the Series 2024 Revenue Account to round-up to the nearest Authorized Denomination. The Trustee is further authorized and directed to withdraw from the Series 2024 Interest Account (or if the amounts in the Series 2024 Interest Account are insufficient, from Series 2024 Revenue Account), the amount of interest accrued and due on the Series 2024 Bonds subject to redemption on any Redemption Date. Notwithstanding the foregoing, no transfers from the Series 2024 Revenue Account shall be made for the Series 2024 Bonds for the redemption pursuant to the Eleventh Supplemental Indenture if as a result the deposits required under the paragraphs below, FIRST through THIRD cannot be made in full.

On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1) commencing May 1, 2025, the Trustee shall first transfer from the Series 2024 Capitalized Interest Account to the Series 2024 Interest Account the lesser of (x) the amount of interest coming due on the Series 2024 Bonds on such May 1 or November 1, less the amount already on deposit therein, or (y) the amount remaining in the Series 2024 Capitalized Interest Account.

Following the foregoing transfers, on such May 1 or November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall transfer amounts on deposit in the Series 2024 Revenue Account to the Funds and Accounts designated below in the following amounts and in the following order of priority:

FIRST, from the Series 2024 Revenue Account to the Series 2024 Interest Account of the Series 2024 Debt Service Account, an amount equal to the amount of interest payable on all Series 2024 Bonds then Outstanding on such May 1 or November 1, less any amount transferred from the Series 2024 Capitalized Interest Account in accordance with the Eleventh Supplemental Indenture, and less any other amount already on deposit in the Series 2024 Interest Account not previously credited;

SECOND, on each May 1, to the Series 2024 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2024 Bonds subject to mandatory sinking fund redemption on such May 1, and the amount already on deposit in the Series 2024 Sinking Fund Account not previously credited;

THIRD, to the Series 2024 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2024 Reserve Account Requirement with respect to the Series 2024 Bonds; and

FOURTH, the balance shall be retained in the Series 2024 Revenue Account.

#### **Investments**

Anything in the Indenture to the contrary notwithstanding, moneys on deposit in all of the Funds and Accounts held as security for the Series 2024 Bonds shall be invested only in Series 2024 Investment Obligations, and further, earnings on the Series 2024 Acquisition and Construction Account, the Series 2024 Capitalized Interest Account, and the Series 2024 Interest Account shall be retained, as realized, in such Accounts or subaccounts and used for the purpose of such Account or subaccount. Earnings on investments in the other Funds and Accounts other than the Series 2024 Reserve Account shall be deposited, as realized, to the credit of the Series 2024 Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2024 Reserve Account shall be disposed of as follows:

- (i) if there was no deficiency (as defined in the Master Indenture) in Series 2024 Reserve Account as of the most recent date on which amounts on deposit in the Series 2024 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2024 Reserve Account since such date which have created a deficiency, then earnings on the Series 2024 Reserve Account shall be deposited into the Series 2024 Capitalized Interest Account through November 1, 2025 and thereafter, earnings in the Series 2024 Reserve Account shall be deposited into the Series 2024 Revenue Account and used for the purpose of such Account; and
- (ii) if as of the last date on which amounts on deposit in the Series 2024 Reserve Account were valued by the Trustee there was a deficiency (as defined in the Master Indenture), or if after such date withdrawals have been made from the Series 2024 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2024 Reserve Account shall be deposited into the Series 2024 Reserve Account until the amount on deposit therein is equal to the Series 2024 Reserve Account Requirement, and then earnings on the Series 2024 Reserve Account shall be deposited into the Series 2024 Capitalized Interest Account through November 1, 2025 and thereafter, earnings in the Series 2024 Reserve Account shall be deposited into the Series 2024 Revenue Account and used for the purpose of such Account. See "APPENDIX A: COPY OF MASTER INDENTURE AND FORM OF THE ELEVENTH SUPPLEMENTAL INDENTURE" attached hereto.

## Indenture Provisions Relating to Bankruptcy or Insolvency of Landowner

The Master Indenture contains the following provisions, which shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to at least five percent (5%) any of the Series 2024 Special Assessments pledged to the Series 2024 Bonds Outstanding (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding"). The District will acknowledge and agree that, although the Series 2024 Bonds were issued by the District, the Owners of the Series 2024 Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:

- (i) the District agrees that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2024 Bonds Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2024 Special Assessments relating to the Series 2024 Bonds Outstanding, the Outstanding Series 2024 Bonds or any rights of the Trustee under the Indenture (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2024 Bonds Outstanding, to the proposed action if the District does not receive a written response from the Trustee within 30 days following request for consent);
- (ii) the District agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2024 Special Assessments relating to the Series 2024 Bonds Outstanding, the Series 2024 Bonds Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;
- (iii) the District agrees that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2024 Bonds Outstanding, to the proposed action if the District does not receive a written response from the Trustee within 30 days following request for consent);
- (iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the Series 2024 Special Assessments relating to the Series 2024 Bonds, Outstanding would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Series 2024 Special Assessments relating to the Series 2024 Bonds Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and
- (v) the District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee's enforcement of the District's claim and rights with respect to the Series 2024 Special Assessments relating to the Series 2024 Bonds Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right (a) to file a proof of claim with respect to the Series 2024 Special Assessments pledged to the Series 2024

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Bonds Outstanding, (b) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (c) to defend any objection filed to said proof of claim.

Notwithstanding the provisions of the immediately preceding paragraphs, nothing herein shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for Maintenance Special Assessments, and the District shall be free to pursue such a claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for Maintenance Special Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Series 2024 Special Assessments relating to the Series 2024 Bonds Outstanding whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (iv) above. See "BONDOWNERS' RISKS - Bankruptcy Risks" herein for more information.

## **Events of Default and Remedies**

The Master Indenture provides that each of the following shall be an "Event of Default" under the Indenture, with respect to the Series 2024 Bonds:

- (i) Any payment of Debt Service on the Series 2024 Bonds is not made when due;
- (ii) The District shall for any reason be rendered incapable of fulfilling its obligations under the Indenture;
- (iii) The District admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself or for the whole or any part of the Series 2024 Project;
- (iv) The District is adjudged insolvent by a court of competent jurisdiction, or is adjudged a bankrupt on a petition in bankruptcy filed against the District, or an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its property and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 90 days from the date of entry thereof;
- (iv) The District shall file a petition or answer seeking reorganization or any arrangement under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;
- (v) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District's assets or any part thereof, and such custody or control shall not be terminated within 90 days from the date of assumption of such custody or control;

- (vi) Any portion of the Series 2024 Special Assessments shall have become Delinquent Assessments and, as the result thereof, the Indenture provides for the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in the Series 2024 Reserve Account to pay Debt Service on the Series 2024 Bonds (regardless of whether the Trustee does or does not, per the direction of the Majority Owners, actually withdraw such funds from the Series 2024 Reserve Account to pay Debt Service on the Series 2024 Bonds);
- (vii) Material breach by the District of any material covenant made by it in the Indenture securing the Series 2024 Bonds, whether or not notice of such breach has been given; and
- (viii) More than twenty percent (20%) of the Maintenance Special Assessments levied by the District on tax parcels subject to the Series 2024 Special Assessments are not paid by the date such are due and payable.

Anything in the Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the Completion Agreement upon demand of the Majority Owners, or the Trustee at the direction of the Majority Owners, shall constitute an Event of Default under the Indenture without benefit of any period for cure.

Upon the happening and continuance of any Event of Default specified above with respect to the Series 2024 Bonds, the Trustee shall, upon written direction of the Majority Owners of the Series 2024 Bonds then Outstanding, by a notice in writing to the District, declare the aggregate principal amount of all of the Series 2024 Bonds then Outstanding (if not then due and payable) to be due and payable immediately and, upon such declaration, the same shall become and be immediately due and payable, anything contained in the Series 2024 Bonds or in the Indenture to the contrary notwithstanding; provided, however, that no such declaration of acceleration shall occur in the case of Series 2024 Bonds secured by the Series 2024 Special Assessments, except to the extent that the Series 2024 Special Assessments have been accelerated and are currently due and payable in accordance with applicable law; and provided further, however, that if at any time after the aggregate principal amount of the Series 2024 Bonds then Outstanding shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under the Indenture, moneys shall have accumulated in the Series 2024 Revenue Account sufficient to pay the principal of all matured Series 2024 Bonds and all arrears of interest, if any, upon all the Series 2024 Bonds then Outstanding (except the aggregate principal amount of any the Series 2024 Bonds then Outstanding that is only due because of a declaration under the Indenture, and except for the interest accrued on the Series 2024 Bonds since the last Interest Payment Date), and all amounts then payable by the District under the Indenture shall have been paid or a sum sufficient to pay the same shall have been deposited with the Paying Agent, and every other default (other than a default in the payment of the aggregate principal amount of the Series 2024 Bonds then Outstanding that is due only because of a declaration under the Indenture) shall have been remedied, then the Trustee or, if the Trustee is unable or unwilling to act, the Majority Owners of the Series 2024 Bonds then Outstanding not then due except by virtue of a declaration under the Indenture, may, by written notice to the District, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

Upon the happening and continuance of any Event of Default specified above with respect to the Series 2024 Bonds, the Trustee may protect and enforce the rights of the Owners of the Series 2024 Bonds under Florida law, and under the Indenture and the Series 2024 Bonds, by such proceedings in equity or at law, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power in the Indenture granted or for the enforcement of any proper legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce such rights.

The Majority Owners of the Series 2024 Bonds then Outstanding shall, subject to the requirements of the Master Indenture, have the right, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings by the Trustee under the Master Indenture, provided that such directions shall not be in conflict with any rule of law or the Master Indenture and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unduly prejudicial to the rights of the Owners of the Series 2024 Bonds not parties to such direction or would subject the Trustee to personal liability or expense. Notwithstanding the foregoing, the Trustee shall have the right to select and retain legal counsel of its choosing to represent it in any such proceedings. The Trustee may take any other action which is not inconsistent with any direction under the Master Indenture.

The District will covenant and agree in the Indenture that, upon the occurrence and continuance of an Event of Default, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Assessments, including Delinquent Direct Billed Maintenance Special Assessments, the provisions for the foreclosure of liens of Delinquent Assessments, including Delinquent Direct Maintenance Special Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the direction of, and on behalf of, the Majority Owners, from time to time, of the Series 2024 Bonds. See "APPENDIX A: COPY OF MASTER INDENTURE AND FORM OF THE ELEVENTH SUPPLEMENTAL INDENTURE" attached hereto.

#### ENFORCEMENT OF ASSESSMENT COLLECTIONS

#### General

The primary source of payment for the Series 2024 Bonds is the collection of Series 2024 Special Assessments (for purposes of this section referred to as "Special Assessments") imposed on certain lands in the District specially benefitted by the Series 2024 Project pursuant to the Assessment Proceedings. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein and "APPENDIX D: ASSESSMENT METHODOLOGY" attached hereto.

The imposition, levy, and collection of Special Assessments must be done in compliance with the provisions of Florida law. Failure by the District, the Charlotte County Tax Collector or the Lee County Tax Collector (collectively, the "Tax Collector"), as applicable or the Charlotte County Property Appraiser or the Lee County Property Appraiser (collectively, the "Property Appraiser"), as applicable to comply with such requirements could result in delay in the collection of, or the complete inability to collect, Series 2024 Special Assessments during any year. Such

delays in the collection of Series 2024 Special Assessments, or complete inability to collect any of the Series 2024 Special Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2024 Bonds. See "BONDOWNERS' RISKS" herein. To the extent that landowners fail to pay the Series 2024 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 2024 Bonds.

For the Series 2024 Special Assessments to be valid, the Series 2024 Special Assessments must meet two requirements: (i) the benefit from the Series 2024 Project to the lands subject to the Series 2024 Special Assessments must exceed or equal the amount of the Series 2024 Special Assessments, and (ii) the Series 2024 Special Assessments must be fairly and reasonably allocated across all such benefitted properties.

Pursuant to the Act and the Assessment Proceedings, the District may collect the Series 2024 Special Assessments through a variety of methods. See "BONDOWNERS' RISKS" herein. Initially, and for undeveloped properties owned by the Developer, and subsequent landowners, the District will directly issue annual bills to landowners requiring payment of the Series 2024 Special Assessments and will enforce that bill through foreclosure proceedings. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein and "APPENDIX D: ASSESSMENT METHODOLOGY" attached hereto. As lands are developed, the Series 2024 Special Assessments will be added to the applicable County tax roll and collected pursuant to the Uniform Method. The following is a description of certain statutory provisions relating to each of these collection methods. Such description is not intended to be exhaustive and is qualified in its entirety by reference to such statutes.

#### **Direct Billing & Foreclosure Procedure**

As noted above, and pursuant to Chapters 170, Florida Statutes and the Act, the District may directly levy, collect and enforce the Series 2024 Special Assessments. In this context, Section 170.10 of the Florida Statutes provides that upon the failure of any property owner to timely pay all or any part of the annual installment of principal and/or interest of a special assessment due, including the Series 2024 Special Assessments, the whole assessment, with the interest and penalties thereon, shall immediately become due and payable and subject to foreclosure. Generally stated, the governing body of the entity levying the special assessment, in this case the District, may foreclose by commencing a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or, alternatively, by commencing an action under Chapter 173, Florida Statutes, which relates to foreclosure of municipal tax and special assessment liens. Such proceedings are in rem, meaning that the action would be brought against the land, and not against the landowner. In light of the one-year tolling period required before the District may commence a foreclosure action under Chapter 173, Florida Statutes, it is likely the District would commence an action to foreclose in the same manner as the foreclosure of a real estate mortgage rather than proceeding under Chapter 173, Florida Statutes.

Enforcement of the obligation to pay Series 2024 Special Assessments and the ability to foreclose the lien of such Series 2024 Special Assessments upon the failure to pay such Series 2024 Special Assessments may not be readily available or may be limited because enforcement is

dependent upon judicial action which is often subject to discretion and delay. Additionally, there is no guarantee that there will be demand for any foreclosed lands sufficient to repay the Series 2024 Special Assessments. See "BONDOWNERS' RISKS" herein.

#### **Uniform Method Procedure**

Subject to certain conditions, and for developed lands (as described above), the District may alternatively elect to collect the Series 2024 Special Assessments using the Uniform Method. The Uniform Method of collection is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the Series 2024 Special Assessments to be levied and then collected in this manner.

If the Uniform Method of collection is used, the Series 2024 Special Assessments will be collected together with applicable County, school, special district, and other ad valorem taxes and non-ad valorem assessments (collectively, "Taxes and Assessments"), all of which will appear on the tax bill (also referred to as a "tax notice") issued to each landowner in the District. The statutes relating to enforcement of Taxes and Assessments provide that such Taxes and Assessments become due and payable on November 1 of the year when assessed, or as soon thereafter as the certified tax roll is received by the Tax Collector, and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such Taxes and Assessments- including the Series 2024 Special Assessments - are to be billed, and landowners in the District are required to pay, all Taxes and Assessments without preference in payment of any particular increment of the tax bill, such as the increment owing for the Series 2024 Special Assessments. In other words, any partial payment by a landowner must be distributed in equal proportion to all taxing districts and levying authorities.

All Taxes and Assessments are payable at one time, except for partial payment schedules as may be provided by Florida law such as Sections 197.222 and 197.374, Florida Statutes. Partial payments made pursuant to Sections 197.222 and 197.374, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. Therefore, in the event the Series 2024 Special Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item, would cause the Series 2024 Special Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2024 Bonds.

Under the Uniform Method, if the Series 2024 Special Assessments are paid during November when due or during the following three (3) months, the taxpayer is granted a variable discount equal to four percentage point (4%) in November and decreasing one percentage point (1%) per subsequent month – i.e., 3% in December, 2% in January, 1% in February. No discount is given for payment in March or later. All unpaid Taxes and Assessments become delinquent on April 1 of the year following assessment.

The Tax Collector is required to collect the Taxes and Assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such Taxes

and Assessments through the sale of "tax certificates," as discussed below. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process. Neither the District nor the Underwriter can give any assurance to the holders of the Series 2024 Bonds (1) that the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Series 2024 Special Assessments, (2) that future landowners and taxpayers in the District will pay such Series 2024 Special Assessments, (3) that a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the District, and (4) that the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Assessment Proceedings to discharge the lien of the Series 2024 Special Assessments and all other liens that are coequal therewith.

Collection of delinquent Series 2024 Special Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the Series 2024 Special Assessments due. Prior to the sale of tax certificates, the landowner may bring current the delinquent Taxes and Assessments and cancel the tax certificate process by paying the total amount of delinquent Taxes and Assessments plus all applicable interest, costs and charges. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates by public bid to the person who pays the delinquent Taxes and Assessments owing, and any applicable interest, costs and charges, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than 18%).

If there are no bidders, the tax certificate is issued to the applicable County in which the real property is situated. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest, which is currently 18%. The Tax Collector does not collect any money if tax certificates are issued, or struck off, to the County. The County may sell such certificates to the public at any time after issuance, but before a tax deed application is made, at the face amount thereof plus interest at the rate of not more than 18% per annum, costs and charges. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the Series 2024 Special Assessments), interest, costs and charges on the real property described in the certificate.

Any tax certificate in the hands of a person other than the County may be redeemed and canceled, in whole or in part (under certain circumstances), at any time before a tax deed is issued (unless full payment for a tax deed is made to the clerk of court, including documentary stamps and recording fees), at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, and charges due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of 5%, unless the rate borne by the certificates is zero percent. The proceeds of such a redemption are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is effected by purchase of such certificates from the County, as described above.

For any holder other than the County, a tax certificate expires seven (7) years after the date of issuance if a tax deed has not been applied for and no other administrative or legal proceeding, including a bankruptcy, has existed of record. After an initial period ending two (2) 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 (7) years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all other outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due (as well as any costs of resale, if applicable). If the County holds a tax certificate on property valued at \$5,000 or more and has not succeeded in selling it, the County must apply for a tax deed two years after April 1 of the year of issuance of the certificate or as soon thereafter as is reasonable. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

In any such public sale conducted by the Clerk of the Circuit Court, the private holder of the tax certificate who is seeking a tax deed for non-homestead property is deemed to submit a minimum bid equal to the amount required to redeem the tax certificate, charges for the cost of sale, including costs incurred for the service of notice required by statute, redemption of other tax certificates on the land, and all other costs to the applicant for the tax deed, plus interest thereon. In the case of homestead property, the minimum bid is also deemed to include, in addition to the amount of money required for the minimum bid on non-homestead property, an amount equal to one-half of the latest assessed value of the homestead. If there are no higher bids, the holder receives title to the land, and the amounts paid for the certificate and in applying for a tax deed are credited toward the purchase price. The holder is also responsible for payment of any amounts included in the bid not already paid, including but not limited to, documentary stamp tax, recording fees, and, if property is homestead property, the moneys to cover the one-half value of the homestead. If there are other bids, the holder may enter the bidding. The highest bidder is awarded title to the land. The portion of proceeds of such sale needed to redeem the tax certificate, together with all subsequent unpaid taxes plus the costs and expenses of the application for deed, with interest on the total of such sums, are forwarded to the holder thereof or credited to such holder if such holder is the successful bidder. Excess proceeds are distributed first to satisfy governmental liens against the land and then to the former title holder of the property (less service charges), lienholder of record, mortgagees of record, vendees of recorded contracts for deeds, and other lienholders and any other person to whom the land was last assessed on the tax roll for the year in which the land was assessed, all as their interest may appear.

Except for certain governmental liens, certain easements, and certain restrictive covenants and restrictions, no right, interest, restriction or other covenant survives the issuance of a tax deed. Thus, for example, outstanding mortgages on property subject to a tax deed would be extinguished.

If there are no bidders at the public sale, the clerk shall enter the land on a list entitled "lands available for taxes" and shall immediately notify the applicable County Commission that the property is available. At any time within ninety (90) days from the date the property is placed on the list, the County may purchase the land for the opening bid, or may waive its rights to purchase the property. Thereafter, and without further notice or advertising, any person, the County or any other governmental unit may purchase the land by paying the amount of the opening bid. Ad valorem taxes and non-ad valorem assessments accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three (3) years from the date the land was offered for public sale, unsold lands escheat to the County in which they are

located, free and clear. All tax certificates, accrued taxes, and liens of any nature against the property are canceled and a tax deed is executed vesting title in the governing board of such County.

There can be no guarantee that the Uniform Method will result in the payment of Series 2024 Special Assessments. For example, the demand for tax certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within the District may affect the demand for certificates and the successful collection of the Series 2024 Special Assessments, which are the primary source of payment of the Series 2024 Bonds. Additionally, legal proceedings under Federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates. See "BONDOWNERS' RISKS" herein.

#### **BONDOWNERS' RISKS**

There are certain risks inherent in an investment in bonds issued by a public authority or governmental body in the State and secured by special assessments. Certain of these risks are described in other headings of this Limited Offering Memorandum. Certain additional risks are associated with the Series 2024 Bonds offered hereby and are set forth below. Prospective investors in the Series 2024 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 2024 Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment. This heading does not purport to summarize all risks that may be associated with purchasing or owning the Series 2024 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 2024 Bonds.

## **Concentration of Land Ownership**

As of the date hereof, the Developer owns the majority of the assessable lands within the Series 2024 Assessment Area, which are the lands that will be subject to the Series 2024 Special Assessments securing the Series 2024 Bonds, with the remainder having closed with Lennar Homes.\* Payment of the Series 2024 Special Assessments is primarily dependent upon their timely payment by the Developer and the other future landowners in the Series 2024 Assessment Area. Non-payment of the Series 2024 Special Assessments by any of the landowners could have a substantial adverse impact upon the District's ability to pay debt service on the Series 2024 Bonds. See "THE DEVELOPER" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS" herein.

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<sup>\*</sup> Lennar Homes has subsequently land banked the lands within Tuckers Cove 1C & 1D with the Tuckers Cove Landowner. In addition, Lennar Homes has commenced sales to homeowners within Tuckers Cove 1C & 1D and Webbs Reserve Phase 1. See "THE DEVELOPMENT – Development Plan and Status" and "–Builder Contracts and Builders" for more information.

## **Bankruptcy and Related Risks**

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 2024 Bonds, as such bankruptcy could negatively impact the ability of: (i) the Developer and any other landowner to pay the Series 2024 Special Assessments; (ii) the Tax Collector to sell tax certificates in relation to such property with respect to the Series 2024 Special Assessments being collected pursuant to the Uniform Method; and (iii) the District to foreclose the lien of the Series 2024 Special Assessments not being collected pursuant to the Uniform Method. In addition, the remedies available to the Owners of the Series 2024 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 2024 Bonds, including, without limitation, enforcement of the obligation to pay Series 2024 Special Assessments and the ability of the District to foreclose the lien of the Series 2024 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 2024 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 2024 Bonds could have a material adverse impact on the interest of the Owners thereof.

A 2011 bankruptcy court decision in Florida held that the governing body of a community development district, and not the bondholders or indenture trustee, was the creditor of the landowners/debtors in bankruptcy with respect to claims for special assessments, and thus only the district could vote to approve or disapprove a reorganization plan submitted by the debtors in the case. The district voted in favor of the plan. The governing body of the district was at that time elected by the landowners rather than qualified electors. Under the reorganization plan that was approved, a two-year moratorium was placed on the debtor landowners' payment of special assessments. As a result of this non-payment of assessments, debt service payments on the district's bonds were delayed for two years or longer. The Master Indenture provides for the delegation of certain rights from the District to the Trustee in the event of a bankruptcy or similar proceeding with respect to an "Insolvent Taxpayer" (as previously defined). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS – Indenture Provisions Relating to Bankruptcy or Insolvency of a Landowner" herein. The District cannot express any view whether such delegation would be enforceable.

### Series 2024 Special Assessments Are Non-Recourse

The principal security for the payment of the principal and interest on the Series 2024 Bonds is the timely collection of the Series 2024 Special Assessments. The Series 2024 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 Developer or subsequent landowners will be able to pay the Series 2024 Special Assessments or that they will pay such Series 2024 Special Assessments even though financially able to do so. Neither the

Developer nor any other subsequent landowners have any personal obligation to pay the Series 2024 Special Assessments. Neither the Developer nor any subsequent landowners are guarantors of payment of any Series 2024 Special Assessments, and the recourse for the failure of the Developer or any subsequent landowner to pay the Series 2024 Special Assessments is limited to the collection proceedings against the land subject to such unpaid Series 2024 Special Assessments, as described herein. Therefore the likelihood of collection of the Series 2024 Special Assessments may ultimately depend on the market value of the land subject to the Series 2024 Special Assessments. While the ability of the Developer or subsequent landowners to pay the Series 2024 Special Assessments is a relevant factor, the willingness of the Developer or subsequent landowners to pay the Series 2024 Special Assessments, which may also be affected by the value of the land subject to the Series 2024 Special Assessments, is also an important factor in the collection of Series 2024 Special Assessments. The failure of the Developer or subsequent landowners to pay the Series 2024 Special Assessments could render the District unable to collect delinquent Series 2024 Special Assessments and provided such delinquencies are significant, could negatively impact the ability of the District to make the full or punctual payment of debt service on the Series 2024 Bonds.

## Regulatory and Environmental Risks

The development of the District Lands is subject to comprehensive federal, state and local regulations and future changes to such regulations. Approval is required from various public agencies in connection with, among other things, the design, nature and extent of planned improvements, both public and private, and construction of the infrastructure in accordance with applicable zoning, land use and environmental regulations. Although all such approvals required to date have been received and any further approvals are anticipated to be received as needed, failure to obtain any such approvals in a timely manner could delay or adversely affect the completion of the development of the District Lands. See "THE DEVELOPMENT – Development Approvals" herein for more information.

The value of the land within the District, the success of the Development, the development of the Series 2024 Assessment Area and the likelihood of timely payment of principal and interest on the Series 2024 Bonds could be affected by environmental factors with respect to the land in the District. Should the land be contaminated by hazardous materials, this could materially and adversely affect the value of the land in the District, which could materially and adversely affect the success of the development of the lands within the District and the likelihood of the timely payment of the Series 2024 Bonds. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District. See "THE DEVELOPMENT - Environmental" for information on environmental site assessments obtained or received. Such information is being provided solely for informational purposes, and nothing herein or in such assessments grants any legal rights or remedies in favor of the Series 2024 Bondholders in the event any recognized environmental conditions are later found to be present on District Lands. Nevertheless, it is possible that hazardous environmental conditions could exist within the District or in the vicinity of the District and that such conditions could have a material and adverse impact upon the value of the benefited lands within the District. No assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future, whether

originating within the District or from surrounding property, and what effect such may have on the development or sale of the lands in the Series 2024 Assessment Area.

The value of the lands subject to the Series 2024 Special Assessments could also be adversely impacted by flooding or wind damage caused by hurricanes, tropical storms, or other catastrophic events. In addition to potential damage or destruction to any existing development or construction in or near the District, such catastrophic events could potentially render the District Lands unable to support future development. The occurrence of any such events could materially adversely impact the District's ability to pay principal and interest on the Series 2024 Bonds. The Series 2024 Bonds are not insured, and the District's casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

## **Economic Conditions and Changes in Development Plans**

The successful development of the Series 2024 Assessment Area and the sale of residential units therein, once such homes are built, may be affected by unforeseen changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Developer. Moreover, the Developer has the right to modify or change plans for development of the Development from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed, and may seek in the future, in accordance with and subject to the provisions of the Act, to contract or expand the boundaries of the District.

#### **Other Taxes and Assessments**

The willingness and/or ability of an owner of benefited land to pay the Series 2024 Special Assessments could be affected by the existence of other taxes and assessments imposed upon such property by the District, the County or any other local special purpose or general purpose governmental entities. County, school, special district taxes and special assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on debt, including the Series 2024 Special Assessments, collected pursuant to the Uniform Method are payable at one time. Public entities whose boundaries overlap those of the District could, without the consent of the owners of the land within the District, impose additional taxes on the property within the District. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the Series 2024 Special Assessments. In addition, lands within the District may also be subject to assessments by property owners' and homeowners' associations. See "THE DEVELOPMENT – Taxes, Fees and Assessments" herein for additional information.

Under Florida law, a landowner may contest the assessed valuation determined for its property that forms the basis of ad-valorem taxes such landowner must pay. During this contest period, the sale of a tax certificate under the Uniform Method will be suspended. If the Series 2024 Special Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold with respect to such Series 2024 Special Assessment, even though the landowner is not contesting the amount of the Series 2024 Special Assessment. However, Section 194.014, Florida Statutes, requires taxpayers challenging the assessed value of their property to pay all non-ad valorem assessments and at least 75% of their ad valorem taxes before they become delinquent. Likewise, taxpayers who challenge the denial of an exemption or

classification or a determination that their improvements were substantially complete must pay all non-ad valorem assessments and the amount of ad valorem taxes that they admit in good faith to be owing. If a taxpayer fails to pay property taxes as set forth above, the Value Adjustment Board considering the taxpayer's challenge is required to deny such petition by written decision by April 20 of such year.

## **Limited Secondary Market for Series 2024 Bonds**

The Series 2024 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2024 Bonds in the event an Owner thereof determines to solicit purchasers for the Series 2024 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2024 Bonds may be sold. Such price may be lower than that paid by the current Owners of the Series 2024 Bonds, depending on the progress of development of the Development and the lands within the Series 2024 Assessment Area, as applicable, existing real estate and financial market conditions and other factors.

## **Inadequacy of Reserve Account**

Some of the risk factors discussed herein, which, if materialized, would result in a delay in the collection of the Series 2024 Special Assessments, may not adversely affect the timely payment of debt service on the Series 2024 Bonds because of the moneys on deposit in the Series 2024 Reserve Account. The ability of the Series 2024 Reserve Account to fund deficiencies caused by delinquencies in the payment of the Series 2024 Special Assessments is dependent on the amount, duration and frequency of such deficiencies. Moneys on deposit in the Series 2024 Reserve Account may be invested in certain obligations permitted under the Indenture. Fluctuations in interest rates and other market factors could affect the amount of moneys in the Series 2024 Reserve Account to make up deficiencies. If the District has difficulty in collecting the Series 2024 Special Assessments, the moneys on deposit in the Series 2024 Reserve Account would be rapidly depleted and the ability of the District to pay debt service on the Series 2024 Bonds could be materially adversely affected. In addition, during an Event of Default under the Indenture, the Trustee may withdraw moneys from the Series 2024 Reserve Account and such other Funds, Accounts and subaccounts created under the Master Indenture to pay its extraordinary fees and expenses incurred in connection with such Event of Default. If in fact the Series 2024 Reserve Account is accessed for any purpose, the District does not have a designated revenue source for replenishing such account. Moreover, the District may not be permitted to re-assess real property then burdened by the Series 2024 Special Assessments in order to provide for the replenishment of the Series 2024 Reserve Account. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS - Series 2024 Reserve Account" herein for more information about the Series 2024 Reserve Account.

### **Legal Delays**

If the District should commence a foreclosure action against a landowner for nonpayment of Series 2024 Special Assessments that are not being collected pursuant to the Uniform Method, such landowner and/or its mortgagee(s) may raise affirmative defenses to such foreclosure action. Although the District expects that such affirmative defenses would likely be proven to be without merit, they could result in delays in completing the foreclosure action. In addition, the District is

required under the Indenture to fund the costs of such foreclosure. It is possible that the District will not have sufficient funds and will be compelled to request the Holders of the Series 2024 Bonds to allow funds on deposit under the Indenture to be used to pay the costs of the foreclosure action. Under the Code (as defined herein), there are limitations on the amounts of proceeds from the Series 2024 Bonds that can be used for such purpose.

## **IRS Examination and Audit Risk**

The Internal Revenue Service (the "IRS") routinely examines bonds issued by state and local governments, including bonds issued by community development districts. In 2016, the IRS concluded its lengthy examination of certain issues of bonds (for purposes of this subsection, the "Audited Bonds") issued by Village Center Community Development District (the "Village Center CDD"). During the course of the audit of the Audited Bonds, Village Center CDD received a ruling dated May 30, 2013, in the form of a non-precedential technical advice memorandum ("TAM") concluding that Village Center CDD is not a political subdivision for purposes of Section 103(a) of the Code because Village Center CDD was organized and operated to perpetuate private control and avoid indefinitely responsibility to an electorate, either directly or through another elected state or local government body. Such a conclusion could lead to the further conclusion that the interest on the Audited Bonds was not excludable from gross income of the owners of such bonds for federal income tax purposes. Village Center CDD received a second TAM dated June 17, 2015, which granted relief to Village Center CDD from retroactive application of the IRS's conclusion regarding its failure to qualify as a political subdivision. Prior to the conclusion of the audits, the Audited Bonds were all refunded with taxable bonds. The audit of the Audited Bonds that were issued for utility improvements were closed without change to the tax exempt status of those Audited Bonds on April 25, 2016, and the audit of the remainder of the Audited Bonds (which funded recreational amenity acquisitions from entities related to the principal landowner in the Village Center CDD) was closed on July 14, 2016, without the IRS making a final determination that the interest on the Audited Bonds in question was required to be included in gross income. However, the IRS letter to the Village Center CDD with respect to this second set of Audited Bonds noted that the IRS found that the Village Center CDD was not a "proper issuer of taxexempt 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 required that a political subdivision (i) have the power to exercise at least one sovereign power, (ii) be formed and operated for a governmental purpose, and (iii) have a governing body controlled by or have significant uses of its funds or assets otherwise controlled by a government unit with all three sovereign powers or by an electorate that is not

controlled by an unreasonably small number of unrelated electors. On October 4, 2017, the Treasury Department ("Treasury") announced that it would withdraw the proposed regulations, stating that, "while Treasury and the IRS continue to study the legal issues relating to political subdivisions, Treasury and the IRS currently believe that these proposed regulations should be withdrawn in their entirety, and plan to publish a withdrawal of the proposed regulations shortly in the Federal Register. Treasury and the IRS may propose more targeted guidance in the future after further study of the relevant legal issues." Notice of withdrawal of the proposed regulations was published in the Federal Register on October 20, 2017.

It has been reported that the IRS has closed audits of other community development districts in the State with no change to such districts' bonds' tax-exempt status, but has advised such districts that such districts must have public electors within the timeframe established by the applicable state law or their bonds may be determined to be taxable retroactive to the date of issuance. The Act provides for the transition of the Governing Board of the District based on certain time frames and thresholds as further described in "THE DISTRICT - Governing Board" herein. The District, unlike Village Center CDD, was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by a general electorate. The Developer will certify as to its expectations as to the timing of the transition of control of the Board of the District 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 2024 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 2024 Bonds are advised that, if the IRS does audit the Series 2024 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 2024 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 2024 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 2024 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 taxexempt status of interest on the Series 2024 Bonds would adversely affect the availability of any secondary market for the Series 2024 Bonds. Should interest on the Series 2024 Bonds become includable in gross income for federal income tax purposes, not only will Owners of Series 2024 Bonds be required to pay income taxes on the interest received on such Series 2024 Bonds and related penalties, but because the interest rate on such Series 2024 Bonds will not be adequate to compensate Owners of the Series 2024 Bonds for the income taxes due on such interest, the value of the Series 2024 Bonds may decline.

THE INDENTURE DOES NOT PROVIDE FOR ANY ADJUSTMENT IN THE INTEREST RATES ON THE SERIES 2024 BONDS IN THE EVENT OF AN ADVERSE

DETERMINATION BY THE IRS WITH RESPECT TO THE TAX-EXEMPT STATUS OF INTEREST ON THE SERIES 2024 BONDS. PROSPECTIVE PURCHASERS OF THE SERIES 2024 BONDS SHOULD EVALUATE WHETHER THEY CAN OWN THE SERIES 2024 BONDS IN THE EVENT THAT THE INTEREST ON THE SERIES 2024 BONDS BECOMES TAXABLE AND/OR THE DISTRICT IS EVER DETERMINED TO NOT BE A POLITICAL SUBDIVISION FOR PURPOSES OF THE CODE AND/OR SECURITIES ACT (AS HEREINAFTER DEFINED).

# **Loss of Exemption from Securities Registration**

The Series 2024 Bonds have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws, because of the exemption for securities issued by political subdivisions, if the District is ever deemed by the IRS, judicially or otherwise, not to be a political subdivision for purposes of the Code, it is possible that federal or state regulatory authorities could in the future determine that the District is not a political subdivision for purposes of federal and state securities laws. Accordingly, the District and purchasers of Series 2024 Bonds may not be able to rely on the exemption from registration under the Securities Act relating to securities issued by political subdivisions. In that event, the Owners of the Series 2024 Bonds would need to ensure that subsequent transfers of the Series 2024 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act and applicable state securities laws.

#### **Federal Tax Reform**

Various legislative proposals are mentioned from time to time by members of Congress of the United States of America and others concerning reform of the internal revenue (tax) laws of the United States. In addition, the IRS may, in the future, issue rulings that have the effect of challenging the interpretation of existing tax laws. Certain of these proposals and interpretations, if implemented or upheld, could have the effect of diminishing the value of obligations of states and their political subdivisions, such as the Series 2024 Bonds, by eliminating or changing the tax-exempt status of interest on such bonds. Whether any such proposals will ultimately become or be upheld as law, and if so, the effect such proposals could have upon the value of bonds such as the Series 2024 Bonds cannot be predicted. However, it is possible that any such law or interpretation could have a material and adverse effect upon the availability of a liquid secondary market and/or the value of the Series 2024 Bonds. Prospective purchasers of the Series 2024 Bonds should consult their tax advisors as to the impact of any proposed or pending legislation. See also "TAX MATTERS" herein.

### **State Tax Reform**

It is impossible to predict what new proposals may be presented regarding tax reform and/or special 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 community development districts (which, like the District, are a form of independent special district) may issue and provide additional oversight for

community development district bonds. This report renewed 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 2024 Bonds. It should be noted that Section 10(p) of the Act provides in pertinent part that "The state pledges to the holders of any bonds issued under this 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 in any way impair the rights or remedies of such holders."

## **Insufficient Resources or Other Factors Causing Failure to Complete Development**

The cost to finish the Series 2024 Project will exceed the net proceeds from the Series 2024 Bonds. There can be no assurance, in the event the District does not have sufficient moneys on hand to complete the Series 2024 Project, that the District will be able to raise, through the issuance of additional bonds or otherwise, the moneys necessary to complete the Series 2024 Project. Further, the Indenture sets forth certain limitations on the issuance of additional bonds. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS – Additional Bonds" for more information.

Although the Developer and Lennar Homes will each agree to fund or cause to be funded the completion of their respective portions of the Series 2024 Project regardless of the insufficiency of proceeds from the Series 2024 Bonds and will enter into completion agreements with the District as evidence thereof, there can be no assurance that the Developer or Lennar Homes will have sufficient resources to do so. Such obligation of the Developer and Lennar Homes are unsecured obligations. The Developer is a special-purpose entity whose assets consist primarily of its interest in the Development. See "THE DEVELOPER" and "THE DEVELOPMENT – Builder Contracts and Builders" herein for more information.

There are no assurances that the Series 2024 Project and any other remaining development work associated with the Series 2024 Assessment Area will be completed. Further, there is a possibility that, even if the Series 2024 Assessment Area is developed, the Builders may not close on all or any of the lots therein, and such failure to close could negatively impact the construction and sale of homes in the Series 2024 Assessment Area. The Builder Contracts may also be terminated by the Builders upon the occurrence or failure to occur of certain conditions set forth therein. See "THE DEVELOPMENT – Builder Contracts" herein for more information about the Builders and the Builder Contracts. Further, even if development of the Series 2024 Assessment Area is completed, there are no assurances that all of the planned homes will be constructed and sold within the Series 2024 Assessment Area. See "THE DEVELOPER" herein for more information.

## **Pandemics and Other Public Health Emergencies**

The COVID-19 pandemic severely impacted global financial markets, unemployment levels and commerce generally. It is possible that, in the future, the spread of epidemic or pandemic diseases and/or government health and public safety restrictions imposed in response thereto could adversely impact the District, the Developer, the timely and successful completion of the Development, the purchase of lots therein by the Builders and the construction and sale to purchasers of residential units therein. Such impacts could include delays in obtaining development approvals, construction delays, supply chain delays, or increased costs. See also "Economic Conditions and Changes in Development Plans" and "Insufficient Resources or Other Factors Causing Failure to Complete Development" herein.

## Cybersecurity

The District relies on a technological environment to conduct its operations. The District, its agents and other third parties the District does business with or otherwise relies upon are subject to cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to such parties' digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. No assurances can be given that any such attack(s) will not materially impact the operations or finances of the District, which could impact the timely payment of debt service on the Series 2024 Bonds.

## **Prepayment and Redemption Risk**

In addition to being subject to optional and mandatory sinking fund redemptions, the Series 2024 Bonds are subject to extraordinary mandatory redemption, including, without limitation, as a result of prepayments of the Series 2024 Special Assessments by the Developer or subsequent owners of the property within the Series 2024 Assessment Area. Any such redemptions of the Series 2024 Bonds would be at the principal amount of such Series 2024 Bonds being redeemed plus accrued interest to the date of redemption. In such event, owners of the Series 2024 Bonds may not realize their anticipated rate of return on the Series 2024 Bonds. See "DESCRIPTION OF THE SERIES 2024 BONDS – Redemption Provisions," "– Purchase of Series 2024 Bonds" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS – Prepayment of Series 2024 Special Assessments" herein for more information.

## Payment of Series 2024 Special Assessments after Bank Foreclosure

In the event a bank forecloses on property because of a default on a mortgage in favor of such bank on any of the assessable lands within the District, and then the bank itself fails, the Federal Deposit Insurance Corporation (the "FDIC"), as receiver, will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the Series 2024 Special Assessments levied on such property. In addition, the District would require the consent of the FDIC prior to commencing a foreclosure action.

# ESTIMATED SOURCES AND USES OF FUNDS

The table that follows summarizes the estimated sources and uses of proceeds of the Series 2024 Bonds:

	Series 2024 Bonds
Sources of Funds:	
Principal Amount	<u>\$56,985,000.00</u>
Total Sources	\$56,985,000.00
Use of Funds:	
Series 2024 Acquisition and Construction Account	\$51,342,333.03
Costs of Issuance <sup>(1)</sup>	1,097,842.50
Series 2024 Assessment Area Capitalized Interest Account <sup>(2)</sup>	2,678,253.22
Series 2024 Reserve Account	1,866,571.25
Total Uses	\$56,985,000.00

<sup>(1)</sup> Costs of issuance include, without limitation, underwriter's discount, legal fees and other costs associated with the issuance of the Series 2024 Bonds.

<sup>(2)</sup> Capitalized interest through November 1, 2025.

# **DEBT SERVICE REQUIREMENTS**

The following table sets forth the scheduled debt service on the Series 2024 Bonds:

Period Ending	<b>.</b>	<b>T</b>	<b></b>
November 1	Principal	Interest*	Total
2025		\$2,678,253.22	\$2,678,253.22
2026	\$ 865,000.00	2,868,142.50	3,733,142.50
2027	900,000.00	2,830,195.00	3,730,195.00
2028	940,000.00	2,790,635.00	3,730,635.00
2029	980,000.00	2,749,355.00	3,729,355.00
2030	1,025,000.00	2,706,247.50	3,731,247.50
2031	1,070,000.00	2,661,205.00	3,731,205.00
2032	1,120,000.00	2,610,200.00	3,730,200.00
2033	1,180,000.00	2,552,700.00	3,732,700.00
2034	1,240,000.00	2,492,200.00	3,732,200.00
2035	1,300,000.00	2,428,700.00	3,728,700.00
2036	1,370,000.00	2,361,950.00	3,731,950.00
2037	1,440,000.00	2,291,700.00	3,731,700.00
2038	1,515,000.00	2,217,825.00	3,732,825.00
2039	1,590,000.00	2,140,200.00	3,730,200.00
2040	1,670,000.00	2,058,700.00	3,728,700.00
2041	1,760,000.00	1,972,950.00	3,732,950.00
2042	1,850,000.00	1,882,700.00	3,732,700.00
2043	1,945,000.00	1,787,825.00	3,732,825.00
2044	2,045,000.00	1,688,075.00	3,733,075.00
2045	2,150,000.00	1,580,512.50	3,730,512.50
2046	2,265,000.00	1,464,618.75	3,729,618.75
2047	2,390,000.00	1,342,425.00	3,732,425.00
2048	2,515,000.00	1,213,668.75	3,728,668.75
2049	2,655,000.00	1,077,956.25	3,732,956.25
2050	2,795,000.00	934,893.75	3,729,893.75
2051	2,945,000.00	784,218.75	3,729,218.75
2052	3,105,000.00	625,406.25	3,730,406.25
2053	3,275,000.00	457,931.25	3,732,931.25
2054	3,450,000.00	281,400.00	3,731,400.00
2055**	3,635,000.00	95,418.75	3,730,418.75
<b>Totals</b>	\$56,985,000.00	\$57,628,208.22	\$114,613,208.22

<sup>\*</sup> Includes capitalized interest through November 1, 2025. \*\* Final maturity of the Series 2024 Bonds is May 1, 2055.

#### THE DISTRICT

### **General Information**

The District is an independent special district duly established and existing pursuant to Chapter 2007-306, Laws of Florida, effective on June 27, 2007, as amended by Chapter 2016-257, Laws of Florida, effective on March 25, 2016 (collectively, the "Act"), and is a public body corporate and politic, an independent, limited, special purpose local government, and independent special district under Sections 189.031 and 189.012(3), Florida Statutes. The boundaries of the District contain approximately 13,630 acres of land in Charlotte County and an additional approximately 4,157 acres located in Lee County (collectively, the "District Lands"). The District Lands are being developed as part of a large-scale, mixed-use development known as "Babcock Ranch" (referred to herein as the "Babcock Ranch Community"). See "THE DEVELOPMENT" for more information.

# **Legal Powers and Authority**

The District is an independent unit of local government created pursuant to, and established in accordance with, the Act. The Act authorizes the planning, constructing, maintaining, operating, financing and improving the provision of systems, facilities and services necessary to meet the infrastructure needs of the Babcock Ranch Community. The Act provides legal authority for the District to issue bonds pursuant to its general powers. The District is classified as an independent district under Chapter 189, Florida Statutes.

The Act gives the District's Governing Board the authority to, among other things: (i) plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, finance, fund and maintain improvements, systems, facilities, services, works, projects and infrastructure, including without limitation any obligations pursuant to a development order, and further including without limitation: (a) water management and control for lands within the District and connection any of such facilities with roads and bridges; (b) water supply, sewer and waste-water management, reclamation and reuse systems or any combination thereof, irrigation systems, and construction and operation of connecting intercepting or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and disposal of any effluent, residue, or other byproducts of such system or sewer system; (c) transportation and transportation-related improvements, equal to or exceeding the specifications of the county in which such improvements are located, including without limitation highways, streets, roads, alleys, trails, pathways, sidewalks, parkways, bicycle lanes, jogging paths, interchanges, bridges, thoroughfares of all kinds, landscaping and hardscaping, irrigation, storm drains, street lighting, traffic signals, signage, parking facilities and undergrounding of cable, fiber or wire lines; (d) parks and facilities for indoor and outdoor recreational, cultural, educational and library uses; (v) fire prevention and control; (e) emergency medical and rescue response services; (f) school buildings and related structures for use in the educational system when authorized by the affected school board; and (g) any facilities or improvements that may otherwise be provided for by any county or municipality, including but not limited to libraries, annexes, substations and other buildings to house public officials, staff and employees; (ii) borrow money and issue bonds of the District; (iii) determine, order, levy, impose, collect and enforce assessments pursuant to the Act and the general laws of the State; and (iv) exercise all of the

powers necessary, convenient, incidental or proper in connection with any of the powers authorized in the Act.

The Act does not empower the District to adopt and enforce any land use plans or zoning ordinances and the Act does not empower the District to grant building permits; these functions are to be performed by general purpose local governments having jurisdiction over the lands within the District.

The Act exempts all property owned by the District from levy and sale by virtue of an execution and from judgment liens but does not limit the right of any bondholders to pursue any remedy for enforcement of any lien or pledge given by the District in connection with its bonds, including the Series 2024 Bonds.

## **Governing Board**

The governing body of the District is its Governing Board (the "Board"), which is composed of five voting members (the "Members"). The Act provides that, at the initial meeting of the landowners, the landowners would elect the Members, with the two Members receiving the highest number of votes being elected to serve terms expiring November 30, 2010 and the remaining Members being elected to serve terms expiring November 30, 2008. Thereafter, elections are to be held every two years in November, with Members elected in or after November 2008 serving four-year terms. The Act provides for the transition of the Board to control by qualified electors, beginning with the first general election following a trigger of the qualified elector population thresholds in the Act, as follows: (i) once 4,600 qualified electors reside in the District, one Member shall be elected by the qualified electors and four Members shall be elected by the landowners; (ii) once 8,900 qualified electors reside in the District, two Members shall be elected by the qualified electors and three Members shall be elected by the landowners; (iii) once 22,000 qualified electors reside in the District, three Members shall be elected by the qualified electors and two Members shall be elected by the landowners; (iv) once 24,000 qualified electors reside in the District, four Members shall be elected by the qualified electors and one Member shall be elected by the landowners; and (v) once 25,000 qualified electors reside in the District, all Members shall be elected by the qualified electors. The Board may not exercise its ad valorem taxing power until such time as all members of the Board are elected by qualified electors. At elections in which landowners are electing Members, each landowner shall be entitled to cast one vote per acre of land owned within the District for each person to be elected, with fractions of an acre being treated as one acre. A "qualified elector" under the Act is any person at least 18 years of age or older, who is a citizen of the United States, a legal resident of the State and the District, and who registers to vote with the Supervisor of Elections in Charlotte or Lee County and resides in either Charlotte or Lee County. The Board must determine the number of qualified electors in the District on or before June 1 of each year, as of the immediately preceding April 15, and the determination must be made at a properly noticed meeting of the Board. If there is a vacancy on the Board, the remaining Board members are to fill such vacancy by appointment for the unexpired term.

The Act provides that it shall not be a conflict of interest under Florida law governing public officials for a Member to be a stockholder, officer or employee of a landowner.

The current members of the Board and the expiration of the term of each member are set forth below:

Name	Title	Term Expires
Bill Vander May*	Chairperson	November 2026
Bill Moore*	Vice-Chairperson	November 2028
Christine Barker*	Assistant Secretary	November 2026
Melvin Jordan*	Assistant Secretary	November 2028
Laura Keller*	Assistant Secretary	November 2028

<sup>\*</sup> Employee of, or affiliated with, the Developer. Board composition reflects results of the landowner election held in November 2024; the Board is expected to designate officers at its November 21, 2024 meeting.

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 defined herein). 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 Wrathell, Hunt and Associates, LLC, Boca Raton, Florida, to serve as its district manager ("District Manager"). The District Manager's office is located at 2300 Glades Road, Suite #410W, Boca Raton, Florida, 33431.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Greenberg Traurig, P.A., Orlando, Florida, as Bond Counsel; the Consulting Engineer; and Kutak Rock LLP, Tallahassee, Florida, as District Counsel. The Board has also retained the District Manager to serve as Methodology Consultant and to prepare the Assessment Methodology for the Series 2024 Bonds. The Board also intends to retain Wrathell, Hunt and Associates, LLC, as Dissemination Agent for the Series 2024 Bonds. See "EXPERTS" and "CONTINUING DISCLOSURE" herein.

## **Outstanding Bond Indebtedness**

## **Prior Bonds**

The District has previously issued its \$19,955,000 Special Assessment Revenue Bonds, Series 2015 (the "Assessment Area 1 Bonds"), of which \$16,875,000 was outstanding as of November 15, 2024. The Assessment Area 1 Bonds are secured by special assessments levied on the District Lands within the first phase of development ("Assessment Area 1"), which are separate

and distinct from the lands that will be subject to the Series 2024 Special Assessments securing the Series 2024 Bonds.

The District has also previously issued its \$2,075,000 Special Assessment Revenue Bonds, Series 2018 (the "Assessment Area 2A Bonds"), of which \$1,855,000 was outstanding as of November 15, 2024. The Assessment Area 2A Bonds are secured by special assessments levied on the District Lands within Phase 2A of the Development ("Assessment Area 2A"), which are separate and distinct from the lands that will be subject to the Series 2024 Special Assessments securing the Series 2024 Bonds.

The District has also previously issued its \$3,740,000 Special Assessment Revenue Bonds, Series 2018 (the "Assessment Area 2B Bonds"), of which \$3,410,000 was outstanding as of November 15, 2024. The Assessment Area 2B Bonds are secured by special assessments levied on the District Lands within Phase 2B of the Development ("Assessment Area 2B"), which are separate and distinct from the lands that will be subject to the Series 2024 Special Assessments securing the Series 2024 Bonds.

The District has also previously issued its \$12,025,000 Special Assessment Revenue Bonds, Series 2018 (the "Assessment Area 3A Master Infrastructure Bonds"), of which \$11,435,000 was outstanding as of November 15, 2024. The Assessment Area 3A Master Infrastructure Bonds are secured by special assessments levied on District Lands within Phase 3A of the Development ("Assessment Area 3A"), which are separate and distinct from the lands that will be subject to the Series 2024 Special Assessments securing the Series 2024 Bonds.

The District has also previously issued its \$3,220,000 Special Assessment Revenue Bonds, Series 2018 (the "Assessment Area 4 Bonds"), of which \$2,905,000 was outstanding as of November 15, 2024. The Assessment Area 4 Bonds are secured by special assessments levied on the District Lands within Phase 4 of the Development ("Assessment Area 4"), which are separate and distinct from the lands that will be subject to the Series 2024 Special Assessments securing the Series 2024 Bonds.

The District has also previously issued its \$5,145,000 Special Assessment Revenue Bonds, Series 2020 (the "Assessment Area 2C Bonds"), of which \$4,840,000 was outstanding as of November 15, 2024. The Assessment Area 2C Bonds are secured by special assessments levied on the District Lands within Phase 2C of the Development ("Assessment Area 2C"), which are separate and distinct from the lands that will be subject to the Series 2024 Special Assessments securing the Series 2024 Bonds.

The District has also previously issued its \$8,545,000 Special Assessment Revenue Bonds, Series 2020 (the "Assessment Area 3A Neighborhood Infrastructure Bonds"), of which \$7,880,000 was outstanding as of November 15, 2024. The Assessment Area 3A Neighborhood Infrastructure Bonds are secured by special assessments levied on the District Lands within Assessment Area 3A, which as noted above are separate and distinct from the lands that will be subject to the Series 2024 Special Assessments securing the Series 2024 Bonds.

The District has also previously issued its \$2,545,000 Special Assessment Revenue Bonds, Series 2020 (the "Assessment Area 3B Bonds"), of which \$2,395,000 was outstanding as of

November 15, 2024. The Assessment Area 3B Bonds are secured by special assessments levied on the District Lands within Phase 3B of the Development, which are separate and distinct from the lands that will be subject to the Series 2024 Special Assessments securing the Series 2024 Bonds.

The District has also previously issued its \$21,870,000 Special Assessment Revenue Bonds, Series 2021 (Series 2021 Project) (the "Series 2021 Bonds"), of which \$20,960,000 was outstanding as of November 15, 2024. The Series 2021 Bonds are secured by special assessments levied on the District lands within Phase 2D, Phase 3C, Phase 3D, Phase 3E and Phase 5 of the Development, which are separate and distinct from the lands that will be subject to the Series 2024 Special Assessments securing the Series 2024 Bonds.

The District has also previously issued its \$80,515,000 Special Assessment Revenue Bonds, Series 2022 (Series 2022 Project) (the "Series 2022 Bonds"), of which \$79,255,000 was outstanding as of November 15, 2024. The Series 2022 Bonds are secured by special assessments levied on the District lands within the Series 2022 Assessment Area, which are separate and distinct from the lands that will be subject to the Series 2024 Special Assessments securing the Series 2024 Bonds, other than that portion of the Series 2022 Special Assessments levied on the DiVosta Parcel. Specifically, the Series 2022 Special Assessments allocated to the DiVosta Parcel were initially assigned to all 426.1 acres within the DiVosta Parcel and are being assigned to the first 500 lots therein on a first platted, first assigned basis. As of October 2024, 234 lots have been platted within Phase 1 of the DiVosta Parcel. The Series 2022 Special Assessments will be fully assigned to platted lots (which are expected but not guaranteed to be within Phase 1) prior to the assignment of Series 2024 Special Assessments to platted lots within Phase 2 of the DiVosta Parcel. See "THE DEVELOPMENT – Builder Contracts and Builders – DiVosta Parcel Phase 2 (Pulte)" herein for more information regarding the DiVosta Parcel.

The Assessment Area 1 Bonds, the Assessment Area 2A Bonds, the Assessment Area 2B Bonds, the Assessment Area 3A Master Infrastructure Bonds, the Assessment Area 4 Bonds, the Assessment Area 2C Bonds, the Assessment Area 3A Neighborhood Infrastructure Bonds, the Assessment Area 3B Bonds, the Series 2021 Bonds, and the Series 2022 Bonds are collectively referred to herein as the "Prior Bonds." For more information regarding the status of the District Lands subject to assessments securing the Prior Bonds, see "THE DEVELOPMENT – Update to Prior Phases" herein.

### SIB Loan

In addition to the Prior Bonds, the District is financing a portion of the total costs of certain roadway improvements (the "S.R. 31 Roadway Improvements" as further described herein under "THE DEVELOPMENT – Development Approvals and Permits") with proceeds from a Florida State Infrastructure Bank Loan (the "SIB Loan") in the amount of approximately \$31.35 million. The SIB Loan is being repaid from a combination of sources including (i) special assessments collected from property within the District that has not yet paid Developer Transportation Fees to the Developer (the "SIB Loan Special Assessments"), (ii) Developer contributions in lieu of special assessments and (iii) Developer Transportation Fees paid to the Developer and provided to the District pursuant to an agreement between the Developer and the District. See "ASSESSMENT

METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS – Other Taxes, Fees and Assessments" herein for more information regarding the SIB Loan Special Assessments.

The land within the Charlotte County portion of the Series 2024 Assessment Area is subject to the SIB Loan Special Assessments. The District expects that the portion of the SIB Loan associated with such Parcels will be paid from Developer Transportation Fees at the time such land is developed and sold to Builders and not from the SIB Loan Special Assessments levied on the land within the Series 2024 Assessment Area. See "THE DEVELOPMENT – Builder Contracts and Builders" herein for more information. Unless and until such payment is made, however, the SIB Loan Special Assessments will constitute a lien on the land within the Series 2024 Assessment Area (other than the Lee County parcels) of equal dignity with the Series 2024 Special Assessments.

### THE CAPITAL IMPROVEMENT PLAN AND THE SERIES 2024 PROJECT

The "Engineer's Report for Phase VII – Project Area: Charlotte County - Midtown – Parcel 1,2,3, and 4; Charlotte County – Webbs Reserve; Lee County – Lee County Parcels 1 and 2; Supplement to Phase VI Project Area (Lee County – DiVosta Parcel – Phase 2; and Charlotte County – Tuckers Cove (Phase 1C & 1D)" dated May 2024, amended October 2024 (the "Engineer's Report"), prepared by Kimley-Horn and Associates, Inc. (the "District Engineer"), sets forth certain public master infrastructure improvements (the "Series 2024 Project"), which support a portion of the development associated with approximately 2,473 lots across nine parcels (collectively, the "Series 2024 Assessment Area"), which consist more particularly of the following:

- <u>Lee County Parcel 1</u> 124.92 gross acres planned for 249 residential units;
- <u>Lee County Parcel 2</u> 175.77 gross acres planned for 124 residential units;
- MidTown Parcel 1 58.0 gross acres planned for 220 residential units;
- MidTown Parcel 2 58.55 gross acres planned for 231 residential units;
- MidTown Parcel 3 32.89 gross acres planned for 146 residential units;
- <u>MidTown Parcel 4</u> 30.62 gross acres planned for 222 residential units;
- <u>Tuckers Cove Phase 1C & 1D Parcel</u> 107.0 gross acres planned for 383 residential units;
- <u>Webbs Reserve Phase 1</u> 149.85 gross acres planned for 398 residential units; and
- DiVosta Parcel Phase 2 184.25 gross acres planned for 500 residential units.

The Series 2024 Project consists primarily of master infrastructure improvements that benefit the Series 2024 Assessment Area. The District Engineer estimates the total approximate cost of the Series 2024 Project to be \$62,064,542, as more particularly described below.

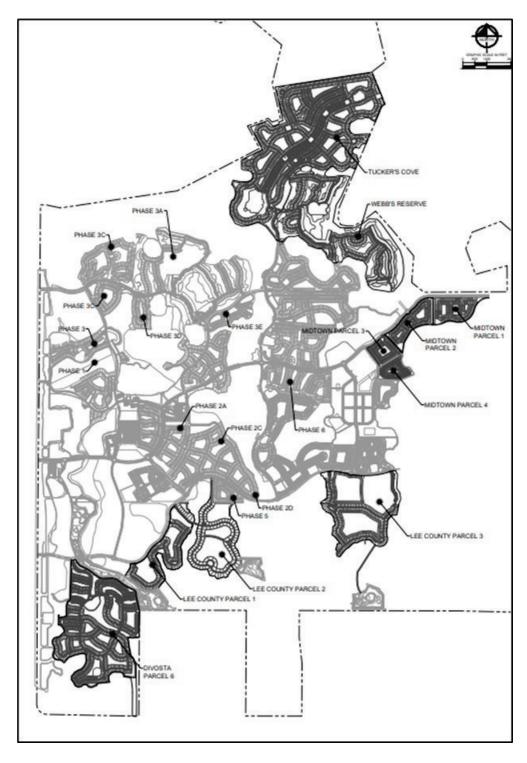
	Lee County	Lee County	MidTown	MidTown	MidTown	MidTown	Tuckers Cove (Phase 1C	Webbs Reserve	DiVosta	Total Estimated Cost Series 2024
Item	Parcel 1	Parcel 2	Parcel 1	Parcel 2	Parcel 3	Parcel 4	& 1D)	(Phase 1)	(Phase 2)	Project
Clearing, Grubbing, Earthwork	\$4,189,000	\$6,526,000	\$2,862,000	\$2,305,000	\$ 949,000	\$1,588,000	\$3,582,000	\$3,883,636	\$ 413,000	\$26,297,636
Entry Features Wayfinding	81,000	81,000	81,000	81,000	81,000	81,000	81,000	26,820		593,820
Mitigation									1,036,000	1,036,000
Offsite Improvements	241,000	120,000	212,000	223,000	141,000	214,000	570,000	584,424	3,600,000	5,905,424
Master Storm	1,133,000	564,000	1,001,000	1,050,000	664,000	1,010,000	1,631,000	1,692,465	2,681,000	11,426,465
Landscaping	312,000	155,000	276,000	290,000	184,000	279,000	581,000	599,321	7,526,000	10,202,321
Design and Permitting	672,000	334,000	594,000	623,000	394,000	599,000	1,144,000	1,191,876	1,051,000	6,602,876
GRAND TOTAL	\$6,628,000	\$7,780,000	\$5,026,000	\$4,572,000	\$2,413,000	\$3,771,000	\$7,589,000	\$7,978,542	\$16,307,000	\$62,064,542

Net proceeds of the Series 2024 Bonds in the amount of \$51,342,333.03 will be available to be used by the District for the funding and/or acquisition of portions of the Series 2024 Project. See "THE DEVELOPMENT – Development Finance Plan" herein. The Developer and Lennar Homes will each enter into a completion agreement that will obligate the Developer and Lennar Homes to complete their respective portions of the Series 2024 Project not funded with proceeds of the Series 2024 Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" and "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete Development" herein.

All master infrastructure work necessary for the Builders to close on their respective parcels will be completed at the time of the delivery of the lots set forth herein, with remaining master infrastructure being completed thereafter. The Builders are expected to install parcel-specific infrastructure for their respective parcels, aside from Lee County Parcel 2 which will be sold as developed lots once parcel-specific infrastructure has been installed by the Developer. See "THE DEVELOPMENT – Development Plan and Status" herein for more information regarding the timing for development of the respective Phases within the Series 2024 Assessment Area.

The District Engineer has indicated that all engineering permits necessary to construct the Series 2024 Project and develop the Series 2024 Assessment Area are anticipated to be received in due 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 the Series 2024 Assessment Area. See "APPENDIX C: ENGINEER'S REPORT" for more information regarding the above improvements.

Set forth below is a sketch showing the relative location of the Phases within the Series 2024 Assessment Area.



#### ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS

### General

The Babcock Ranch Community Independent Special District Amended Master Special Assessment Methodology Report for Phase VII and Supplement to Master Special Assessment Methodology Report for Phase VI for the Tuckers Cove, former Trabue, and DiVosta Parcels dated May 29, 2024, as amended September 26, 2024 (the "Master Assessment Methodology"), as amended and supplemented by the Final Supplemental Special Assessment Methodology Report for Phase VII and Supplement to Master Special Assessment Methodology Report for Phase VI for the Tuckers Cove, former Trabue, and DiVosta Parcel dated November 13, 2024 (the "Supplemental Assessment Methodology" and, together with the Master Assessment Methodology, the "Assessment Methodology"), which describes the methodology for the allocation of the Series 2024 Special Assessments to lands within Series 2024 Assessment Area, which has been prepared by Wrathell, Hunt and Associates, LLC, Boca Raton, Florida (the "Methodology Consultant"). See "EXPERTS" herein for more information. The Assessment Methodology is included as APPENDIX D attached hereto. Once levied and imposed, each of the Series 2024 Special Assessments are a first lien on the assessable land in the Series 2024 Assessment Area until paid or barred by operation of law, co-equal with other taxes and assessments levied by the District and other units of government. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

## **Series 2024 Special Assessments**

The Series 2024 Bonds are payable from and secured solely by the Series 2024 Trust Estate, which consists solely of the Series 2024 Pledged Revenues and the Series 2024 Pledged Funds. The Series 2024 Pledged Revenues consist of the revenues derived from the Series 2024 Special Assessments levied on the lands within the Series 2024 Assessment Area.

Initially, the Series 2024 Assessment Area will contain approximately 921.85 acres, planned for a total of 2,473 residential units, and consists of the following nine parcels (each with a separate levy): (i) Lee County Parcel 1 is comprised of approximately 124.92 gross acres planned for 249 residential units, (ii) Lee County Parcel 2 comprised of approximately 175.77 gross acres planned for 124 residential units, (iii) MidTown Parcel 1 is comprised of approximately 58.0 gross acres planned for 220 residential units, (iv) MidTown Parcel 2 is comprised of approximately 58.55 gross acres planned for 231 residential units, (v) MidTown Parcel 3 is comprised of approximately 32.89 gross acres planned for 146 residential units, (vi) MidTown Parcel 4 is comprised of approximately 30.62 gross acres planned for 222 residential units, (vii) Tuckers Cove (Phase 1C & 1D) is comprised of approximately 107.0 gross acres that have been platted to contain 383 residential units, (viii) Webbs Reserve Phase 1 is comprised of approximately 149.85 gross acres that have been partially platted and are planned for 398 residential units and (ix) DiVosta Parcel Phase 2 is comprised of approximately 184.25 gross acres planned for 500 residential units. The Series 2024 Special Assessments will be allocated to each Phase in the Series 2024 Assessment Area based on the development plan associated with such Phase, as the land within each Phase is anticipated to be sold in bulk prior to platting. Within each Phase, the Series 2024 Special Assessments will be levied initially on the gross acres within such Phase, in accordance

with the Assessment Methodology. See "APPENDIX D: ASSESSMENT METHODOLOGY" attached hereto.

The following table summarizes the initial estimated allocation of debt by phase.

Parcel	County	<b>Lots Planned</b>	Acres	Par*
Lee County Parcel 1	Lee	249	124.92	\$7,345,980.41
Lee County Parcel 2	Lee	124	175.77	\$8,606,817.77
MidTown Parcel 1	Charlotte	220	58.00	\$5,347,873.74
MidTown Parcel 2	Charlotte	231	58.55	\$4,936,498.83
MidTown Parcel 3	Charlotte	146	32.89	\$2,964,036.31
MidTown Parcel 4	Charlotte	222	30.62	\$3,558,125.78
Tuckers Cove 1C & 1D	Charlotte	383	107.00	\$6,511,782.32
Webbs Reserve Ph 1	Charlotte	398	149.85	\$8,194,496.48
DiVosta Parcel Ph 2	Lee	500	184.25	\$9,519,388.35
		2,473	921.85	\$56,985,000.00

<sup>\*</sup> Totals may not add due to rounding.

As each Phase in the Series 2024 Assessment Area is platted, the Series 2024 Special Assessments will be assigned to the platted lots within such Phase on a first platted, first assigned basis. See "APPENDIX D: ASSESSMENT METHODOLOGY" herein for more information. Assuming that all of the planned 2,473 residential units are developed and platted, the estimated Series 2024 Special Assessments levied and allocated to platted units to pay debt service on the Series 2024 Bonds and the estimated Series 2024 Bond par per unit are expected to be as follows:

Product Type	No. of Units	Series 2024 Bonds Par Debt Per Unit*	Annual Series 2024 Special Assessments Per Unit*
	Units	Debt 1 et Unit	1 CI UIII
Lee County Parcel 1	110	\$26,713	\$1,750
50'	119	\$32,055	\$2,100
60'	130	Ψ32,033	\$2,100
Lee County Parcel 2	0.2	\$64,110	\$4,200
120'	83	\$80,138	\$5,250
150'	41	\$60,136	\$3,230
MidTown Parcel 1	00	¢21 270	¢1 400
40'	99	\$21,370	\$1,400 \$1,750
50'	121	\$26,713	\$1,750
MidTown Parcel 2		ф <b>о</b> 1 <b>25</b> 0	<b>#1.400</b>
40'	231	\$21,370	\$1,400
MidTown Parcel 3		<b>***</b>	<b>4.22</b> 0
38'	146	\$20,302	\$1,330
MidTown Parcel 4		446050	
30'	222	\$16,028	\$1,050
Tuckers Cove 1C & 1D			
20'	106	\$12,212	\$800
52'	230	\$18,317	\$1,200
62'	47	\$21,370	\$1,400
Webbs Reserve Phase 1			
52'	117	\$27,033	\$1,771
70'	57	\$30,147	\$1,975
30-Unit	60	\$14,791	\$969
16-Unit	112	\$14,791	\$969
12-Unit	12	\$14,791	\$969
Coach	40	\$14,791	\$969
DiVosta Parcel Phase 2**			
34'	96	\$12,544	\$822
50'	237	\$18,447	\$1,208
64'	167	\$23,612	\$1,547
Total:	2,473	•	

 <sup>\*</sup> When collected via the Uniform Method, annual assessment levels will be subject to a gross up to include early payment discounts and County collection fees. Par amounts shown reflect rounding.
 \*\* The Series 2022 Special Assessments securing the Series 2022 Bonds were initially assigned to all 426.1 acres

<sup>\*\*</sup> The Series 2022 Special Assessments securing the Series 2022 Bonds were initially assigned to all 426.1 acres within the DiVosta Parcel, including the land within Phase 2, and are being assigned at platting to the first 500 lots therein on a first platted, first assigned basis. As of October 2024, Series 2022 Special Assessments have been assigned to 234 platted lots within Phase 1. The Series 2022 Special Assessments will be fully assigned prior to the assignment of Series 2024 Special Assessments to platted lots within Phase 2 of the DiVosta Parcel.

### Other Taxes, Fees and Assessments

The District anticipates imposing operations and maintenance assessments of approximately \$589 per unit per year, which is subject to change. The land within the District has been and is expected to continue to be subject to taxes and assessments imposed by taxing authorities other than the District. These taxes would be payable in addition to the Series 2024 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, Charlotte County and Lee County and the School Districts of Charlotte County, Florida, and Lee County, Florida, as applicable, may each levy ad valorem taxes upon the land in the Series 2024 Assessment Area up to 10 mills each. The total millage rate applicable to property located within the Charlotte Development in tax year 2024 is approximately 14.9803 mills. The total millage rate applicable to property located within the Lee Development in tax year 2024 is approximately 14.403 mills. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes levied by these other entities could be substantially higher than in the current year. See "THE DEVELOPMENT – Taxes, Fees and Assessments" for more information.

The District also levies the SIB Loan Special Assessments to secure the SIB Loan in the amount of approximately \$31,348,036. The SIB Loan Special Assessments are levied on certain within land within the District that has not yet paid Developer Transportation Fees, including undeveloped land planned for approximately 13,814 residential units and certain non-residential land. For more information regarding the SIB Loan, see "THE DISTRICT – Outstanding Indebtedness – SIB Loan" herein for more information.

The amount of the SIB Loan Special Assessments levied on land planned for development as residential units is estimated to be as follows:

<b>Annual SIB Loan Special</b>	SIB Loan Special
<b>Assessments Per Unit</b>	Assessment Par Per Unit
\$163.06	\$1,919.40

The portions of the land within the Series 2024 Assessment Area located in Charlotte County are subject to the SIB Loan Special Assessments. The District expects that the portion of the SIB Loan associated with such Parcels will be paid from Developer Transportation Fees at the time such land is developed and sold to Builders or prior to Builders' sale to end users, as applicable, and not from the SIB Loan Special Assessments levied on the land within the Series 2024 Assessment Area. See "THE DEVELOPMENT – Builder Contracts and Builders" herein for more information. Unless and until such payment is made, however, the SIB Loan Special Assessments will constitute a lien on the land within the Series 2024 Assessment Area on which they are levied of equal dignity with the Series 2024 Special Assessments.

The information appearing below under the captions "THE DEVELOPMENT" and "THE DEVELOPER" has been furnished by the Developer for inclusion in this Limited Offering Memorandum and, although believed to be reliable, such information has not been independently verified by Bond Counsel, the District or its counsel, or the Underwriter or its counsel, and no persons other than the Developer make any representation or warranty as to the accuracy or completeness of such information supplied by them. The following information is provided by the Developer as a means for the prospective bondholders to understand the anticipated development plan and risks associated with the Development. The Developer is not guaranteeing payment of the Series 2024 Bonds or the Series 2024 Special Assessments.

### THE DEVELOPMENT

### General

The District contains the master-planned development known as Babcock Ranch. The aggregate 17,787 acres of land in Babcock Ranch are located in both Charlotte and Lee Counties and are approved for approximately 19,500 residential units and 6,000,000 square feet of commercial space. The portion of the District Lands within Charlotte County is referred to herein as the "Charlotte Development." The Charlotte Development contains approximately 13,630 acres and is governed by the Master DRI (as defined herein). Under the Master DRI, the Charlotte Development is authorized for 17,870 residential units and 5,910,000 square feet of retail, office and industrial space, as well as 600 hotel rooms, 177 hospital beds, 418 assisted living units, 54 golf holes and ancillary facilities such as educational and research facilities, libraries, places of worship, parks, and utility infrastructure. The portion of the District Lands within Lee County is referred to herein as the "Lee Development." The Charlotte Development and the Lee Development are collectively referred to herein as the "Development." The Lee Development contains approximately 4,157 acres and is authorized for 1,630 residential units, 600 hotel rooms and 1,170,000 square feet of commercial office and retail uses. When combined with the commercial development in the Charlotte Development, commercial development within the Lee Development may not exceed the total commercial use approved in the Master DRI (4,830,000 square feet, as may be modified by the Master DRI's adopted conversion matrix).

The Development is being developed as an eco-centric new town: embedded in nature that is energy conscious and technologically advanced. The community is host to solar energy via two 74.5-Megawatt facilities built and operated by Florida Power & Light ("FP&L") and will be a master-planned "smart city" with an emphasis on the environment, health and wellness, education, energy, technology, transportation and storm safety. Water, wastewater and sewer services will be provided by Babcock Ranch Water Utilities, a department of the District, through an agreement with MSKP Town and Country Utility, LLC and Babcock Ranch Irrigation, LLC, affiliates of the Developer. See " – Utilities and the Utility System" below for more information. The Development is surrounded by a 73,000-acre permanent nature preserve and, at buildout, will contain approximately 9,000 acres of natural greenways, parks and lakes, as well as over 50 miles of trails.

Due to the lack of available land in Naples and Ft. Myers, the Development has experienced strong demand from both homebuilders and homebuyers. As of August 31, 2024, 4,218 homes have been sold in the Development, with 934 sales in 2022, 957 sales in 2023, and 569 sales through August 31, 2024. Currently, there are 18 total homebuilders in the Development (5 public

homebuilders), including the Builders currently within the Series 2024 Assessment Area. See "–Builder Contracts and Builders" herein. As of October 2024, the Developer has spent approximately \$61 million toward land development at Babcock Ranch and over \$500 million in total acquisition and development costs.

Separate assessment areas have been created to facilitate the District's development and financing plan. The District previously issued its Prior Bonds to finance infrastructure associated with Assessment Areas 1, 2A, 2B, 2C, 3A, 3B, 4, the Series 2021 Assessment Area and the Series 2022 Assessment Area. See "THE DISTRICT – Outstanding Indebtedness" herein and "– Update on Prior Phases" below.

The Series 2024 Bonds are being issued to finance the Series 2024 Project, which consists of a portion of the District's public master infrastructure improvements. The Series 2024 Special Assessments will initially be levied on approximately 921.85 gross acres of District Land, which are planned for a total of 2,473 lots across nine parcels (collectively, the "Series 2024 Assessment Area"). See "THE CAPITAL IMPROVEMENT PLAN AND THE SERIES 2024 PROJECT" herein and the chart below for more information regarding each parcel within the Series 2024 Assessment Area.

As set forth in the Assessment Methodology, the Series 2024 Special Assessments securing the Series 2024 Bonds will be initially levied on the gross acres each individual phase in accordance with the development plans relating thereto until such time the lots are platted. Upon platting of the Series 2024 Assessment Area, the Series 2024 Special Assessments are expected to be assigned to such 2,743 planned units. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein.

Babcock Property Holdings, L.L.C., a Delaware limited liability company (the "Developer"), is the master developer of the Development and of the Series 2024 Assessment Area. The Developer will install the master infrastructure and sell undeveloped parcels with utilities and roadways serving the parcels to the Builders (as defined herein) for all of the parcels within the Series 2024 Assessment Area, aside from Lee County Parcel 2. To date, the land in Tuckers Cove (Phase 1C & 1D) and Webbs Reserve Phase 1 has closed with Lennar Homes. See " – Builder Contracts and Builders" herein for more information regarding the Builders and the status of the various Builder Contracts. With regard to Lee County Parcel 2, the Developer will install both master and parcel specific infrastructure improvements and is in active discussion with several builders to purchase finished lots.

The chart below summarizes the Series 2024 Assessment Area composition and the builder contracted for each Phase.

Parcel	Lee 1	Lee 2	MidTown 1	MidTown 2	MidTown 3	MidTown 4	Tuckers 1C/D	Webbs 1	DiVosta 2	Total
Acreage	124.92	175.77	58.00	58.55	32.89	30.62	107.00	149.85	184.25	921.85
Builder	Toll*	Multiple	Lennar	Hometown	TBD	TBD	Lennar	Lennar	Pulte	
Condos	0	0	0	0	0	0	0	184	0	184
Townhomes	0	0	0	0	0	0	106	0	0	106
Coach	0	0	0	0	0	0	0	40	0	40
SF 30'	0	0	0	0	0	222	0	0	0	222
SF 34'	0	0	0	0	0	0	0	0	96	96
SF 38'	0	0	0	0	146	0	0	0	0	146
SF 40'	0	0	99	231	0	0	0	0	0	330
SF 50'	119	0	121	0	0	0	0	0	237	477
SF 52'	0	0	0	0	0	0	230	117	0	347
SF 55'	0	0	0	0	0	0	0	0	0	100
SF 60'	130	0	0	0	0	0	0	0	0	130
SF 62'	0	0	0	0	0	0	47	0	0	47
SF 64'	0	0	0	0	0	0	0	0	167	167
SF 65'	0	0	0	0	0	0	0	0	0	129
SF 70'	0	0	0	0	0	0	0	57	0	57
SF 75'	0	0	0	0	0	0	0	0	0	46
SF 120'	0	83	0	0	0	0	0	0	0	83
SF 150'	<u>0</u>	<u>41</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>41</u>
<b>Total Units</b>	249	124	220	231	146	222	383	398	500	2,473

<sup>\*</sup> The Builder Contract with Toll is still within the inspection period, which is currently expected to expire on January 15, 2025. There is no assurance that Toll will not terminate or seek to modify its contract prior to expiration of the inspection period or, alternately, seek to extend the inspection period prior to the issuance of the Series 2024 Bonds. In the event the contract is terminated, the Developer will commence negotiations with other builders. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Development" herein and "–Builder Contracts and Builders" below for more information.

The maps below depict the location of the Development.



[Remainder of page intentionally left blank.]



Babcock Ranch – Southwardly View of Tuckers Cove, Webbs Reserve and other MidTown Parcels



Babcock Ranch North View of MidTown parcels



Babcock Ranch South View of WestTown parcels

## **Update on Prior Phases**

The table below summarizes the Assessments levied on and the status of development within the prior phases of the Development as of August 31, 2024.

		Assessment Area												
	1	2A	2B	3A	4	2C	3B	2D	3C	3D	3E	5	2022	Total
Bond Series	2015	2018	2018	2018/2020	2018	2020	2020	2021	2021	2021	2021	2021	2022	
Lots Planned	1,099	176	243	1,072	166	190	101	194	322	96	154	103	3,456	7,370
Lots Developed	1,099	176	243	1,072	166	190	101	194	322	96	154	103	3,438	7,354
Lots Closed with Builders	953	176	243	1,072	166	190	101	194	322	96	154	103	3,428	7,198
Homes Closed with End-Users	686	176	243	1,061	162	190	100	194	195	34	153	103	334	3,631

## **Development Finance Plan**

The Series 2024 Project consists of master infrastructure improvements that benefit the Series 2024 Assessment Area. The Developer expects the total land development costs associated with the Series 2024 Project to be approximately \$62,064,542. Net proceeds of the Series 2024 Bonds in the amount of \$51,342,333.03 will be available to the District for the funding and/or acquisition of portions of the Series 2024 Project. Costs of the Series 2024 Project not funded by net proceeds of the Series 2024 Bonds will be funded by the Developer and Lennar Homes, as applicable, from equity and land sale proceeds. The Developer and, with respect to Tuckers Cove and Webbs Reserve only, Lennar Homes will each enter into a completion agreement that will obligate the Developer and Lennar Homes to complete their respective portions of the Series 2024 Project not funded with proceeds of the Series 2024 Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" and "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete Development" herein.

All master infrastructure work necessary for the Builders to close on their respective parcels is complete or will be completed at the time of the delivery of the lots set forth herein, with remaining master infrastructure being completed thereafter. As of October 2024, the Developer has spent approximately \$61 million toward land development on the master infrastructure work necessary to deliver the land to the Builders within the Series 2024 Assessment Area. In total, as of October 2024, the Developer had spent over \$500 million at Babcock Ranch in acquisition and development costs.

In addition to the Series 2024 Project, the Developer estimates that the cost of onsite infrastructure installation within the Series 2024 Assessment Area will range in cost from \$39,000 per lot to \$50,000 per lot. The cost of onsite infrastructure (other than the cost of those master stormwater improvements within Webbs Reserve Phase 1 and Tuckers Cove 1C & 1D, which are included in the Series 2024 Project) is not being funded by the Series 2024 Bonds. The Developer will install the onsite infrastructure for Lee County Parcel 2 and will sell developed lots therein to multiple homebuilders. With regard to the remaining Parcels within the Series 2024 Assessment Area, the Developer will sell such Parcels within the Series 2024 Assessment Area as undeveloped

tracts to various homebuilders, who will install the onsite infrastructure thereon. See "– Development Plan and Status" and "–Builder Contracts and Builders" herein for more information.

## **Development Plan and Status**

All master infrastructure work necessary for the Builders to close on their parcels is complete or will be completed at the time of the delivery of the lots, as set forth below, with remaining master infrastructure being completed thereafter. The Builders are expected to install parcel-specific infrastructure for their respective parcels, aside from Lee County Parcel 2 which will have parcel-specific infrastructure improvements installed by the Developer. The development plan and status of the individual parcels within the Series 2024 Assessment Area are set forth below:

Lee County Parcel 1 – Lee County Parcel 1, planned for 249 lots, is expected to be delivered in the first quarter of 2025 to Toll or another builder(s) in the event Toll does not acquire Lee County Parcel 1. The onsite land development of Lee County Parcel 1 is expected to commence in the first quarter of 2025 and will be phased, with the initial deliveries to homebuyers expected to commence in the second quarter of 2026. See " – Builder Contracts and Builders" below.

Lee County Parcel 2 – The land in Lee County Parcel 2, planned for 124 lots, is in active discussions with several builders to deliver finished lots upon development completion. The Developer will install parcel specific infrastructure improvements associated with Lee County Parcel 2, with expected commencement in the first quarter of 2025. Initial deliveries to homebuyers are expected to commence in the fourth quarter of 2026. See " – Builder Contracts and Builders" below.

**MidTown Parcel 1** – The land in MidTown Parcel 1, planned for 220 lots, is expected to be delivered to Lennar in the fourth quarter of 2024. The onsite land development of MidTown Parcel 1 is expected to commence in the first quarter of 2025 and will be phased, with initial deliveries to homebuyers expected to commence in the first quarter of 2026. See " – Builder Contracts and Builders" below.

MidTown Parcel 2 – The land in MidTown Parcel 2, planned for 231 lots, is expected to be delivered to Hometown America in the fourth quarter of 2024. The onsite land development of MidTown Parcel 1 is expected to commence in the first quarter of 2025 and is expected to be phased, with initial deliveries to homebuyers expected to commence in the first quarter of 2026. The Developer is in negotiations with homebuilders for the sale of MidTown Parcel 2. See " – Builder Contracts and Builders" below.

MidTown Parcel 3 – The land in MidTown Parcel 3, planned for 146 lots, is expected to be delivered in the first or second quarter of 2025, with the Developer currently in negotiations with homebuilders. The onsite land development of MidTown Parcel 3 is expected to commence in the first or second quarter of 2025, with initial deliveries to homebuyers are expected to commence in the first or second quarter of 2026. See " – Builder Contracts and Builders" below.

**MidTown Parcel 4** – The land in MidTown Parcel 4 is planned for 222 lots. The onsite land development of MidTown Parcel 4 is expected to commence in the first or second quarter of

2025, with initial deliveries to homebuyers expected to commence in the first or second quarter of 2026. See " – Builder Contracts and Builders" below.

Tuckers Cove Phases 1C & 1D – The land in Tuckers Cove Phases 1C & 1D, planned for 383 lots, was delivered to Lennar Homes on December 22, 2022. The onsite land development of Tuckers Cove Phases 1C & 1D is underway and will be phased. Land development for Tuckers Cove Phase 1C is substantially complete. Land development for Tuckers Cove Phase 1D is underway with completion expected by March 2026. All of the land within Phase 1 of Tuckers Cove, including Phases 1C and 1D as well as subphases within the Series 2022 Special Assessment Area, has been platted. Sales and vertical construction within Tuckers Cove Phases 1C & 1D commenced in September 2023 and March 2024, respectively. Approximately 56 homes are under contract pending closing and approximately 46 homes are under construction. Deliveries to homebuyers commenced in the third quarter of 2024, with approximately three homes closed as of October 2024. See " – Builder Contracts and Builders" below.

Webbs Reserve Phase 1 – The land in Webbs Reserve Phase 1, planned for 398 lots, was delivered to Lennar Homes on December 15, 2023. The onsite land development of Webbs Reserve Phase 1 is substantially complete. One hundred ninety-four lots have been platted as of October 2024, with the remaining land having been platted into development tracts. Sales and vertical construction within Webbs Reserve Phase 1 commenced in September 2023 and January 2024, respectively. As of October 2024, approximately 219 homes are under contract pending closing and approximately 271 homes are under construction. Deliveries to homebuyers commenced in the third quarter of 2024, with approximately 18 homes closed as of October 2024. See " – Builder Contracts and Builders" below.

**DiVosta Parcel Phase 2** – The land in the DiVosta Parcel Phase 2, planned for 500 lots, will be delivered to Pulte in the fourth quarter of 2024. The onsite land development of the DiVosta Parcel Phase 2 is expected to commence in the first quarter of 2025 and will be phased, with initial delivers to homebuyers expected to commence in the third quarter of 2026. See " – Builder Contracts and Builders" below.

#### **Builder Contracts and Builders**

The Developer has entered into contracts (the "Builder Contracts") for all of the lots planned for the Series 2024 Assessment Area. Each contract includes a base purchase price, plus a deferred purchase price to be paid upon the sale of finished homes. The expected aggregate purchase price to be paid under all of the Builder Contracts, inclusive of deferred payments, is approximately \$174 million. The Developer has received a total of approximately \$2.8 million in deposits under the Builder Contracts (exclusive of Tuckers Cove 1C & 1D and Webbs Reserve Phase 1), which deposits are nonrefundable to the Builders. For a more detailed description of the Builder Contracts by each phase, please see the discussion below.

Parcel	Builder	# of Lots	Price	Closing
Lee County Parcel 1	Toll*	249	Approx. \$20 million (base price plus estimated deferred price)	Bulk purchase of undeveloped land in Q4 2024 and Q2 2026
Lee County Parcel 2	Multiple	124	Approx. \$52 million (base price plus estimated deferred price)	Developed lots delivered upon completion in Q2 2026
MidTown Parcel 1	Lennar	220	Approx. \$12 million (base price plus estimated deferred price)	Bulk purchase of undeveloped land in Q4 2024
MidTown Parcel 2	Hometown America	231	Approx. \$13 million (base price plus estimated deferred price)	Bulk purchase of undeveloped land in Q4 2024
MidTown Parcel 3	TBD	146	TBD	TBD
MidTown Parcel 4	TBD	222	TBD	TBD
Tuckers Cove 1C & 1D	Lennar Homes	383	Approx. \$16 million (base price plus estimated deferred price)	Bulk purchase of undeveloped land in Q4 2022
Webbs Reserve Ph 1	Lennar Homes	398	Approx. \$16 million (base price plus estimated deferred price)	Bulk purchase of undeveloped land in Q4 2023
DiVosta Parcel Ph 2	Pulte	500	Approx. \$30 million (base price plus estimated deferred price)	Bulk purchase of undeveloped land in Q4 2024

<sup>\*</sup> The Builder Contract with Toll is still within the inspection period, which is currently expected to expire on January 15, 2025. There is no assurance that Toll will not terminate or seek to modify its contract prior to expiration of its inspection period or, alternately, seek to extend their inspection period prior to the issuance of the Series 2024 Bonds. In the event the contract is terminated, the Developer will commence negotiations with other builders. For more information, see "–Lee County Parcel 1" below. See also "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Development" herein.

## Lee County Parcel 1

The Developer has entered into a Babcock Ranch Participating Builder and Land Purchase Agreement dated June 3, 2024, as amended (the "Lee Parcel 1 Contract"), with Toll Southeast LP Company, Inc. ("Toll") for the purchase in two phases of the undeveloped land within Lee County Parcel 1, which is planned for development as approximately 249 single-family homes, on fifty-foot lots and sixty-foot lots. The Lee Parcel 1 Contract provides for a base purchase price, together

with a deferred price to be paid at the time of closing on a home with an end user. The Developer expects that the total consideration to be paid under the Lee Parcel 1 Contract (inclusive of the deferred price) will be approximately \$20 million. The Developer expects the two closings under the Lee Parcel 1 Contract to occur in the first quarter of 2025 and the second quarter of 2026.

Toll has made a deposit of \$100,000, which is currently refundable to Toll. An additional deposit of \$1,002,400 is due at the expiration of the inspection period (which is currently January 15, 2025, as may be extended). As in all transactions, there is more uncertainty surrounding a closing until the buyer's deposit is nonrefundable. A failure to close may result in a delay or failure in the development of the land therein or the construction of homes thereon. In the event Toll terminates, the Developer has received interest from other builders and expects to enter into another builder contract in due course. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Development" herein.

Toll is an affiliate of Toll Brothers, Inc., a Delaware corporation ("Toll Brothers"). Toll Brother's stock trades on the New York Stock Exchange under the symbol TOL. Toll Brothers is subject to the informational requirements of the Securities and Exchange Commission Act of 1934, as amended, and in accordance therewith files reports, proxy statements, and other information with the Securities and Exchange Commission (the "SEC"). The file number for Toll Brothers is No-001-09186. Such reports, proxy statements, and other information can be found on the SEC's internet website at http://www.sec.gov. All documents subsequently filed by Toll Brothers pursuant to the requirements of the Securities and Exchange Commission Act of 1934 after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

# Lee County Parcel 2

The Developer is currently in active negotiations with various builders for the sale of developed lots within Lee County Parcel 2. The Developer expects to enter into contracts by the second quarter of 2025, with lot deliveries expected in the first quarter of 2026 following development completion. The Developer anticipates that the purchase price, together with deferred consideration for the lots in Lee County Parcel 2, will total approximately \$52 million. There can be no assurance that the Developer will be able to enter into builder contracts on the foregoing terms. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Development" herein.

# **MidTown Parcel 1 (Lennar Homes)**

The Developer has entered into a Babcock Ranch Participating Builder and Land Purchase Agreement dated June 6, 2024, as amended (the "MidTown Parcel 1 Contract"), with Lennar Homes, LLC, a Florida limited liability company ("Lennar Homes"), for the purchase in a single closing of the undeveloped land within MidTown Parcel 1, which is planned for development as approximately 220 single-family homes, on forty- and fifty-foot lots. The MidTown Parcel 1 Contract provides for a base purchase price, together with a deferred price to be paid at the time of closing on a home with an end user. The Developer expects that the total consideration to be paid under the MidTown Parcel 1 Contract (inclusive of the deferred price) will be approximately

\$12 million. The Developer expects closing under the MidTown Parcel 1 Contract to occur in the fourth quarter of 2024.

Lennar Homes has made a deposit of \$759,000, which is nonrefundable to Lennar Homes, and Lennar Homes has issued its Notice to Proceed. Notwithstanding the foregoing, there is a risk that Lennar Homes may not close on the land pursuant to the MidTown Parcel 1 Contract or may fail to develop the land therein or to construct homes thereon. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Development" herein.

For more information regarding Lennar Homes, see "- Tuckers Cove 1C & 1D (Lennar Homes)" below.

# MidTown Parcel 2 (Hometown)

The Developer has entered into a Babcock Ranch Participating Builder and Land Purchase Agreement dated May 28, 2024, as amended (the "MidTown Parcel 2 Contract"), with Hometown Communities Limited Partnership, a Maryland limited partnership ("Hometown"), for the purchase in a single closing of the undeveloped land within MidTown Parcel 2, which is planned for development as approximately 231 single-family homes on forty-foot lots. The MidTown Parcel 2 Contract provides for a base purchase price, together with a deferred price to be paid at the time of closing on a home with an end user. The Developer expects that the total consideration to be paid under the MidTown Parcel 2 Contract (inclusive of the deferred price) will be approximately \$13 million. The Developer expects closing under the MidTown Parcel 2 Contract to occur in the fourth quarter of 2024.

Hometown has made a deposit of \$350,000, which is nonrefundable to Hometown, and a Notice to Proceed has been issued. Notwithstanding the foregoing, there is a risk that Hometown may not close on the land pursuant to the MidTown Parcel 2 Contract or may fail to develop the land therein or to construct homes thereon. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Development" herein.

Hometown is a Maryland limited partnership with its principal offices in Baltimore, Maryland. Hometown was formed in 1993.

#### MidTown Parcel 3

The Developer is beginning to engage in negotiations with interested builders for the sale of MidTown Parcel 3. There can be no assurance that the Developer will be able to enter into a builder contract or as to the terms of such contract. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Development" herein.

#### MidTown Parcel 4

The Developer is beginning to engage in negotiations with interested builders for the sale of MidTown Parcel 4. There can be no assurance that the Developer will be able to enter into a builder contract or as to the terms of such contract. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Development" herein.

# **DiVosta Parcel Phase 2 (Pulte)**

The Developer has entered into a Participating Builder and Land Purchase Agreement dated June 14, 2021, as amended (the "Pulte DiVosta Contract"), with Pulte, for the purchase in a single closing of the remaining undeveloped land within Phase 2 of the DiVosta Parcel, which is planned for development as approximately 500 single-family lots under Pulte's DiVosta brand. Pulte previously closed under the Pulte DiVosta Contract on land within Phase 1 of the DiVosta Parcel, which is also planned for development as 500 single-family lots, of which 234 lots had been platted as of October 2024, with the remaining 266 lots planned for Phase 1 expected to be platted in late 2024. The Pulte DiVosta Contract provides for a base purchase price, together with a deferred price to be paid at the time of closing on a home with an end user. The Developer expects that the total consideration to be paid for Phase 2 under the Pulte DiVosta Contract (inclusive of the deferred price) will be approximately \$30 million. The Developer expects closing under the Pulte DiVosta Contract to occur in the fourth quarter of 2024.

Pulte has made a deposit of \$2,225,000, which is nonrefundable to Pulte. Notwithstanding the foregoing, there is a risk that Pulte may not close on the remaining land pursuant to the Pulte DiVosta Contract or may fail to develop the land therein or to construct homes thereon. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete Development" herein.

Pulte is the successor by conversion to Pulte Home Corporation, a Michigan corporation formed on January 24, 1985 and is wholly owned by PulteGroup, Inc., a Michigan corporation ("PulteGroup"). PulteGroup stock trades on the New York Stock Exchange under the symbol PHM. PulteGroup is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements, and other information with the Securities and Exchange Commission (the "SEC"). The file number for PulteGroup is No. 1-9804. Such reports, proxy statements, and other information are available at the SEC's internet website at http://www.sec.gov. All documents subsequently filed by PulteGroup pursuant to the requirements of the Exchange Act after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

# **Tuckers Cove 1C & 1D (Lennar Homes)**

In addition to the foregoing builder contracts, the Developer closed with Lennar Homes on the sale of the undeveloped land within Tuckers Cove 1C & 1D in 2022 for a purchase price (base purchase price plus deferred consideration) of approximately \$11.7 million. Subsequently, Lennar Homes sold the land therein to LNR3 AIV LLC, a Delaware limited liability company (the "Tuckers Cove Landowner") for approximately \$7.855 million.

Lennar Homes and the Tuckers Cove Landowner have entered into a Construction Management Agreement dated February 28, 2023 (the "Construction Agreement"), pursuant to which Lennar Homes is obligated to develop the land within Tuckers Cove into developed lots for the Tuckers Cove Landowner. The Tuckers Cove Landowner is obligated to reimburse Lennar Homes for the costs incurred in developing such lands, subject to the provisions and limitations of the Construction Agreement. In addition, Lennar Homes and the Tuckers Cove Landowner have entered into an Option Agreement dated February 28, 2023, as amended (the "Option Agreement"),

whereby Lennar Homes has made an initial option payment of \$8,383,605 and will make monthly interest payments on the then-outstanding capital, at the rate set forth in the Option Agreement, in return for the option to purchase the 659 lots planned for all of Phase 1 of Tuckers Cove, including 1C & 1D. The Option Agreement provides for purchase prices ranging from \$40,452.20 for a townhouse lot to \$81,914.15 for a 50' lot, subject to adjustment as set forth in the Option Agreement. The Option Agreement sets forth a takedown schedule beginning in October 2023 and continuing thereafter on a quarterly basis, with subsequent takedowns consisting of between 22 and 38 lots, and the final takedown of 50 lots scheduled for the first quarter of 2029, all as subject to adjustment in the Option Agreement.

Lennar Homes was formed on November 30, 2006 and is 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, and in accordance therewith files reports, proxy statements, and other information with the Securities and Exchange Commission (the "SEC"). The file number for Lennar Corp. is No-1-11749. Such reports, proxy statements, and other information are available at the SEC's internet website at http://www.sec.gov. All documents subsequently filed by Lennar Corp. pursuant to the requirements of the Securities and Exchange Commission Act of 1934 after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

# **Webbs Reserve Phase 1 (Lennar Homes)**

The Developer has also closed with Lennar Homes on the sale of the undeveloped land within Webbs Reserve Phase 1 in 2023 for a purchase price (base purchase price plus deferred consideration) of approximately \$13.5 million. Following issuance of the Series 2024 Bonds, it is expected that Lennar Homes will sell the land within Webbs Reserve Phase 1 to a land bank and enter into an agreement to acquire finished lots on a takedown schedule.

None of the entities listed above are guaranteeing payment of the Series 2024 Bonds or the Series 2024 Special Assessments.

# **Residential Product Offerings**

The following table reflects the Developer's current expectations for the type of units planned for the Series 2024 Assessment Area, along with estimated starting home prices by type of unit, all of which are subject to change.

		Estimated Base Home
<b>Product Type</b>	<b>Square Footage</b>	Price Ranges
Condo	1,120 - 1,569	\$304,000 - \$336,000
Townhomes	1,400 - 1,870	\$320,150 - \$353,850
Coach Homes	1,741 - 2,110	\$464,550 - \$513,450
Single-Family 30'	1,477 - 1,550	\$362,064 - \$400,176
Single-Family 40'	1,435 - 1,653	\$298,395 - \$329,805
Single-Family 50'	1,912 - 2,903	\$530,240 - \$586,054
Single-Family 60'	2,349 - 3,534	\$720,833 - \$796,710
Single-Family 70'	2,689 - 2,800	\$864,500 - \$955,500
Single-Family 120'	2,800 - 3,600	\$1,520,000 - \$1,680,000
Single-Family 150'	3,500 - 4,500	\$1,900,000 - \$2,100,000

# **Amenities; Commercial/Retail Development**

The Development includes significant amenities as well as commercial and retail developments. The amenity, commercial and retail improvements costs total approximately \$150 million.



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The Development includes a 2,400-square foot lake house with community kitchen, party and game rooms, a recreational and resort pool, covered outdoor barbeque and kitchen and television area, a lakeside tot lot, a lakeside lawn, community gardens, multiple walking and biking paths, a dog park, and a lakeside sunset deck.





Assessment Area 1 also includes commercial and retail development in the "Town Square," which provides several amenities and is comprised of the following five buildings: (i) Woodlea Hall, (ii) Slaters Goods and Provisions ("Slaters")/Square Scoops/The Hatchery, (iii) The Hive, (iv) the Wellness Center and (v) The Lakehouse Kitchen and Bar and Grill, totaling 66,984 square feet of commercial and retail space.

Woodlea Hall features three tenants in a total of 10,208 square feet of space. The first floor of Woodlea Hall houses the Discovery Center, where visitors can come to learn more about the Babcock Ranch Community, builders, initiatives and register for more information. The second floor houses the Guarantor's offices at Babcock Ranch. Across the street, to the south of Woodlea Hall, is Slaters, Square Scoops, and The Hatchery. The building totals 14,400 square feet. Slaters is a casual market, café, and general store that serves breakfast, lunch and dinner. Square Scoops is an ice cream and coffee shop. The second floor houses The Hatchery, a flexible co-working and event space where visitors can rent an office or meeting room space in hourly, daily or monthly increments.





To the east of Slaters, is the Hive, a 12,456 square foot building, which is 100% occupied by the Developer utilizing it as office space for its development team.

To the north of the previous school building and the east of the Lakehouse Kitchen and Baron Lake Babcock is the Wellness Center, which is complete. The Wellness Center is 26,407 square feet and houses a gym, a physician's office, and additional office space.

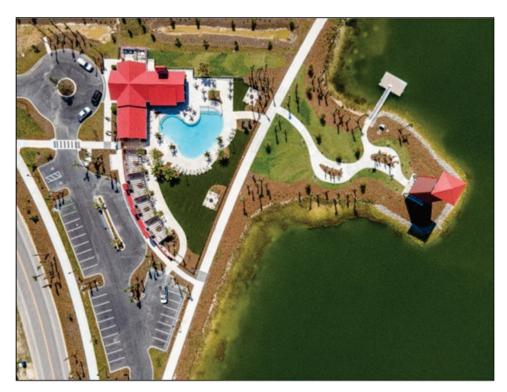






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The Cypress Lodge and Tower is a second clubhouse amenity building in Assessment Area 1, located on Lake Babcock. It is a 5,200-square foot building, featuring a resort pool and an iconic 68' tower on Lake Babcock. The facility was completed and opened during the first quarter of 2021.







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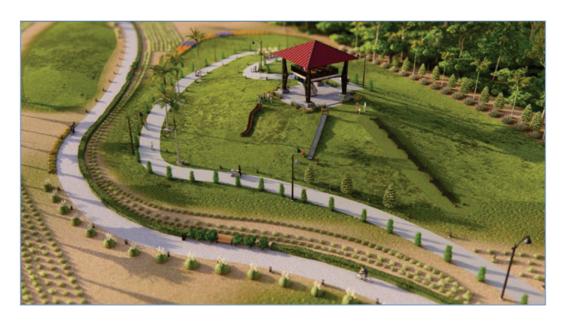
The Developer has also constructed several public parks. Most recently, the Developer completed a 20-acre regional sports complex, the William and Mary Ann Smith Sports complex. It features a football field with a track, a multipurpose field, softball field and baseball field. It is located north of Assessment Area 2A and directly southeast of Babcock Neighborhood School.



The Developer is also in process of developing and opening a series of six parks located along the 3-mile Babcock Trail Road. All six parks are connected by hiking and biking trails and will be open by the first quarter of 2025. Conceptual imagery is included below:



Bluebird Park



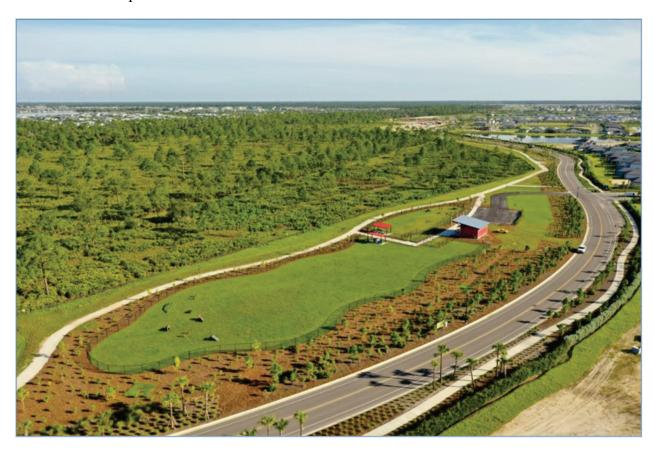
Hillcrest Park



Lagoon Park



Explorers Park



Bark Park



Palmetto Park

An affiliate of the Developer, Babcock Retail Holdings, LLC, developed an 84,410-square foot grocery shopping center, titled "Crescent B Commons" and anchored by Publix, as presented in the picture. It features other national tenants such as Starbucks, Pet Supermarket, and Fifth Third Bank. Crescent B Commons is located on Cypress Parkway at its intersection with State Road 31 in the Babcock Ranch Community. Development was completed in September of 2021 and the shopping center is 100% leased.



Another affiliate of the Developer, SYP at BRC, LLC, is developing a 120,039-square foot shopping center, titled "Shoppes at Yellow Pine" anchored by Marshalls, Ulta, Five Below, Ace Hardware and Tampa General Hospital urgent care. Shoppes at Yellow Pine is located directly north of Crescent B Commons and is located on Cypress Parkway at its intersection with State Road 31 in the Babcock Ranch Community. Development broke ground in November of 2023 and is expected to be completed by the second quarter 2025. The shopping center is 100% leased.



The Babcock Ranch Community is surrounded by a 73,000-acre permanent nature preserve and contains approximately 9,000 acres of natural greenways, parks, lakes and over 50 miles of trails.

# **Development Approvals and Permits**

The District, including the Series 2024 Assessment Area, is partially located in Charlotte County within the Master DRI, which is governed by the Master DRI Development Order, initially approved by Charlotte County on December 13, 2007 and subsequently amended, most recently by Resolution No. 2023-078, adopted on May 23, 2023 (the "Master DO"). The Master DO provides for development of the portion of the District located in Charlotte County in increments.

The District, including the Series 2024 Assessment Area, is also partially located within Lee County, which is governed by Mixed Use Planned Development zoning under Resolution Number Z-17-026 and subsequently amended, most recently by Administrative Amendment (PD) ADD2021-00188.

The permitting process is underway. The District Engineer has certified that the permits required for the development of each parcel either have been obtained from the appropriate agencies or are reasonably expected to be obtained through the normal course of development.

The District is undertaking a program of offsite roadway improvements to assist in the development of the District Lands and satisfy offsite road obligations (the "S.R. 31 Roadway Improvements"). The S.R. 31 Roadway Improvements consist of widening the existing two-lane undivided segment of S.R. 31 from Bayshore Road (S.R. 78) in Lee County to Horseshoe Road in Charlotte County to a four-lane divided road, expandable to six lanes in the future, as well as regional drainage improvements. Upon completion, the S.R. 31 Roadway Improvements will be conveyed to the Florida Department of Transportation for ownership, operation and maintenance. The S.R. 31 Roadway Improvements have an estimated cost of approximately \$82 million. The District intends to finance a portion of the cost of the S.R. 31 Roadway Improvements with the proceeds of the SIB Loan in the amount of approximately \$31.3 million, with the remaining costs expected to be funded by Developer contributions of approximately \$50.7 million. Work on the S.R. 31 Roadway Improvements has commenced, with anticipated completion in the fourth quarter of 2026. The SIB Loan is secured by the SIB Loan Special Assessments levied on certain District Lands that have not yet paid Developer Transportation Fees to the Developer. All the land within Series 2024 Assessment Area located in Charlotte County will be subject to the SIB Loan Special Assessments. See "THE DISTRICT – Outstanding Indebtedness" for more information regarding the SIB Loan.

#### **Environmental**

URS Corporation Southern ("URS") prepared a Phase I Environmental Site Assessment dated July 26, 2006 and a Limited Phase II Environmental Site Assessment dated July 12, 2006 (collectively, the "ESAs") on all of the lands in the Babcock Ranch Community (which include lands outside of the Development). The ESAs noted that current and prior uses of the lands in Babcock Ranch included agricultural fields, cattle grazing fields, hunting camps, an asphalt production facility and a limestone mining facility. The ESAs determined that levels of arsenic, dieldrin, atrazine, and petroleum products were present in numerous locations throughout the Babcock Ranch Community at levels that exceeded State cleanup target levels. The ESAs recommended that additional site assessments be performed to determine the extent of any soil or groundwater contamination.

Since 2006, the Developer has conducted further assessments and undertaken various site rehabilitation measures. There was a site within the Babcock Ranch Community with respect to the Orvis Parcel (outside of the Series 2024 Assessment Area) which identified a small area containing elevated arsenic levels, impacting two building pads. Remediation of that site was completed in April 2022. To the Developers knowledge, no other such sites with concern to environmental risk exist. See "BONDOWNERS' RISKS – Regulatory and Environmental Risks" herein for more information regarding potential environmental risks.

# **Utilities and the Utility System**

FP&L will be the electric utility provider for the Series 2024 Assessment Area. Potable water, sanitary sewer, and irrigation quality water will be provided by Babcock Ranch Water Utilities, a department of the District, through an agreement with MSKP Town and Country Utility, LLC, and Babcock Ranch Irrigation, LLC, affiliates of the Developer.

# Taxes, Fees and Assessments

As set forth in the Assessment Methodology, the Series 2024 Special Assessments securing the Series 2024 Bonds will be initially levied on the gross acres each individual phase in accordance with the development plans relating thereto until such time the lots are platted. The following table summarizes the expected initial allocation of debt by phase.

Parcel	County	<b>Lots Planned</b>	Acres	Par*
Lee County Parcel 1	Lee	249	124.92	\$7,345,980.41
Lee County Parcel 2	Lee	124	175.77	\$8,606,817.77
MidTown Parcel 1	Charlotte	220	58.00	\$5,347,873.74
MidTown Parcel 2	Charlotte	231	58.55	\$4,936,498.83
MidTown Parcel 3	Charlotte	146	32.89	\$2,964,036.31
MidTown Parcel 4	Charlotte	222	30.62	\$3,558,125.78
Tuckers Cove 1C & 1D	Charlotte	383	107.00	\$6,511,782.32
Webbs Reserve Ph 1	Charlotte	398	149.85	\$8,194,496.48
DiVosta Parcel Ph 2	Lee	500	184.25	\$9,519,388.35
		2,473	921.85	\$56,985,000.00

<sup>\*</sup> Totals may not add due to rounding.

As each Phase in the Series 2024 Assessment Area is platted, the Series 2024 Special Assessments will be assigned to the platted lots within such Phase on a first platted, first assigned basis. See "APPENDIX D: ASSESSMENT METHODOLOGY" herein for more information. Assuming that all of the planned 2,743 residential units are developed and platted, the Series 2024 Special Assessments levied and allocated to platted units to pay debt service on the Series 2024 Bonds and the Series 2024 Bond par per unit are expected to be as follows:

Product Type	No. of Units	Series 2024 Bonds Par Debt Per Unit*	Annual Series 2024 Special Assessments Per Unit*
	Units	Debt 1 et Unit	1 CI UIII
Lee County Parcel 1	110	\$26,713	\$1,750
50'	119	\$32,055	\$2,100
60'	130	Ψ32,033	\$2,100
Lee County Parcel 2	0.2	\$64,110	\$4,200
120'	83	\$80,138	\$5,250
150'	41	\$60,136	\$3,230
MidTown Parcel 1	00	¢21 270	¢1 400
40'	99	\$21,370	\$1,400 \$1,750
50'	121	\$26,713	\$1,750
MidTown Parcel 2		ф <b>о.1. 2.5</b> 0	<b>#1.400</b>
40'	231	\$21,370	\$1,400
MidTown Parcel 3		<b>***</b>	<b>4.22</b> 0
38'	146	\$20,302	\$1,330
MidTown Parcel 4		446050	
30'	222	\$16,028	\$1,050
Tuckers Cove 1C & 1D			
20'	106	\$12,212	\$800
52'	230	\$18,317	\$1,200
62'	47	\$21,370	\$1,400
Webbs Reserve Phase 1			
52'	117	\$27,033	\$1,771
70'	57	\$30,147	\$1,975
30-Unit	60	\$14,791	\$969
16-Unit	112	\$14,791	\$969
12-Unit	12	\$14,791	\$969
Coach	40	\$14,791	\$969
DiVosta Parcel Phase 2**			
34'	96	\$12,544	\$822
50'	237	\$18,447	\$1,208
64'	167	\$23,612	\$1,547
Total:	2,473	•	

 <sup>\*</sup> When collected via the Uniform Method, annual assessment levels will be subject to a gross up to include early payment discounts and County collection fees. Par amounts shown reflect rounding.
 \*\* The Series 2022 Special Assessments securing the Series 2022 Bonds were initially assigned to all 426.1 acres

<sup>\*\*</sup> The Series 2022 Special Assessments securing the Series 2022 Bonds were initially assigned to all 426.1 acres within the DiVosta Parcel, including the land within Phase 2, and are being assigned at platting to the first 500 lots therein on a first platted, first assigned basis. As of October 2024, Series 2022 Special Assessments have been assigned to 234 platted lots within Phase 1. The Series 2022 Special Assessments will be fully assigned prior to the assignment of Series 2024 Special Assessments to platted lots within Phase 2 of the DiVosta Parcel.

The District has imposed operations and maintenance assessments of approximately \$589 per unit for Fiscal Year ended September 30, 2024, which are subject to change. The land within the District has been and is expected to continue to be subject to taxes and assessments imposed by taxing authorities other than the District. These taxes would be payable in addition to the Series 2024 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, Charlotte County and Lee County, and the School Districts of Charlotte County, Florida, and Lee County, Florida, may each levy ad valorem taxes upon the land in the Series 2024 Assessment Area. The total millage rate applicable to property located within the Charlotte Development in tax year 2024 is approximately 14.9803 mills. The total millage rate applicable to property located within the Lee Development in tax year 2024 is approximately 14.403 mills. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes levied by these other entities could be substantially higher than in the current year. See more information regarding the Series 2024 Special Assessments, see "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein.

In addition, the land within the Series 2024 Assessment Area (other than the DiVosta Parcel) will be subject to the SIB Loan Special Assessments, levied in the annual amount of \$163 per single-family unit. The District expects that the portion of the SIB Loan associated with such Parcels will be paid from Developer Transportation Fees at the time such land is developed and sold to Builders and not from the SIB Loan Special Assessments levied on the land within the Series 2024 Assessment Area. See "THE DISTRICT – Outstanding Indebtedness – SIB Loan" and "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS – Other Taxes, Fees and Assessments" herein for more information regarding the SIB Loan and "–Builder Contracts and Builders" above for more information regarding the Builder Contracts.

#### **Education**

The Developer entered into a School Site Dedication Agreement with The School Board of Charlotte County (the "School Board") in February 2009, pursuant to which the Developer agreed to dedicate three 20-acre elementary school sites, one 30-acre middle school site, one 50-acre high school site and one 25-acre educational service center site. The dedication of school sites will allow the children within the Development to attend schools within the Development. The School Site Dedication Agreement was amended by addendum on January 9, 2018, which addendum, inter alia, provides that the parties intend to revisit the School Site Dedication Agreement as further development of charter schools occur, recognizing that the charter schools within the Development may eliminate the need for school and support sites to be dedicated to the School Board.

The K-8 permanent Babcock Neighborhood School building opened in August 2018. Babcock Neighborhood School grades 9 through 12 opened in Fall of 2022. Babcock Neighborhood School is located within the Development and was rated B by the Florida Department of Education in 2024. The Charlotte and Lee County School Boards may change school boundaries from time to time, and there is no requirement that students residing in the Development be permitted to attend the schools which are closest to the Development; however

the charter for Babcock Neighborhood Schools gives priority to students within the Development and Charlotte County.

# Competition

The scale of the Babcock Ranch Community, combined with its access to nature and sustainable energy initiatives, is expected to offer residents a unique lifestyle experience within Southwest Florida. Locally, however, the Babcock Ranch Community is expected to compete with projects in the Charlotte County market generally and, more particularly, the southern portion of Charlotte County and the northern portion of Lee County. The Developer believes the projects listed below offer different lifestyles than the Babcock Ranch Community but are the closest in proximity for direct competition with the Development.

<u>River Hall</u>. River Hall is located approximately eight miles from the Development and is being developed by GreenPointe Communities. Lennar Homes, D.R. Horton and Pulte are current builders in River Hall. Development started in River Hall in 2006. At buildout, River Hall is expected to contain 2,267 homes and an 18-hole golf course. Home prices are believed to range from \$350,000 to over \$500,000.

<u>Portico</u>. Portico is located approximately eight miles from the Development, adjacent to River Hall, and is being developed by Lennar Homes. Portico is expected to contain approximately 1,398 homes at buildout. Home prices will range from the \$351,000 range to over \$502,000.

<u>Brightwater</u>. Brightwater is located approximately five miles from the Babcock Ranch Community and is under development by Metro Development Group. D.R. Horton and Maronda Homes are building in Brightwater. Development began in 2019. At buildout, Brightwater is expected to contain 1,276 homes. Home prices will range from approximately \$330,000 to \$502,000.

The information in this sub-section has been obtained from third parties and public sources believed to be accurate but cannot be certified as to its accuracy and is subject to change. This section does not purport to summarize all of the existing or planned communities in the area of the Development, but rather provide a description of those that the Developer feels pose primary competition to the Development.

# **Developer Agreements**

The Developer and Lennar Homes will each enter into a completion agreement that will obligate the Developer and Lennar Homes to complete their respective portions of the Series 2024 Project not funded with proceeds of the Series 2024 Bonds.

In addition, the Developer and Lennar Homes, as applicable, will execute and deliver to the District Collateral Assignment and Assumption of Development Rights Agreements (the "Collateral Assignments"), pursuant to which the Developer and Lennar Homes will collaterally assign to the District, to the extent assignable and to the extent that they are solely owned or controlled by such entity, development rights relating to the Series 2024 Project and the development of the Series 2024 Assessment Area. That said, the Developer has previously granted similar rights ("Prior Collateral Assignments") in connection with the issuance of the District's

Prior Bonds. In addition, any mortgagees or Builders, as applicable, may have certain development rights and other rights assigned to it under the terms of their mortgage or Builder Contract relating to the Development, which may be superior to such rights that might otherwise be assigned to the District under the terms of the Collateral Assignment. Notwithstanding such Collateral Assignments, in the event the District forecloses on the lands subject to the Series 2024 Special Assessments as a result of the Developer's, Lennar Homes or a 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 Series 2024 Project or the development of the Series 2024 Assessment Area.

Finally, the Developer, Lennar Homes and the Tuckers Cove Landowner, as applicable, will also enter into True-Up Agreements in connection with their respective obligations to pay true-up payments in the event that debt levels remaining on unplatted lands in the Series 2024 Assessment Area increase above the maximum debt levels set forth in the Assessment Methodology. See "APPENDIX D: ASSESSMENT METHODOLOGY" herein for additional information regarding the "true-up mechanism."

Such obligations of the Developer, Lennar Homes and the Tuckers Cove Landowner are unsecured obligations. The Developer is a special-purpose entity whose assets consist primarily of its interests in the Development. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Development" and "THE DEVELOPER" herein for more information regarding the Developer and "–Builder Contracts and the Builders – Tuckers Cove 1C & 1D (Lennar Homes)" herein for more information regarding Lennar Homes and the Tuckers Cove Landowner.

# THE DEVELOPER

Babcock Property Holdings, L.L.C., a Delaware limited liability company (the "Developer") is master developer of the Babcock Ranch Community and the owner of the land within the Series 2024 Assessment Area, which is the land subject to the Series 2024 Special Assessments. The Developer also owns most of the remaining undeveloped land in the District that is not owned by homebuilders and currently or soon to be developed by them. The Developer was organized on July 25, 2006. The Developer is a single-purpose investment entity whose sole asset is the land it owns in the District.

The sole member of the Developer is KE Babcock Holdings, LLC, a Delaware limited liability company, which is in turn owned by Kitson & Partners Communities, LLC, a Delaware limited company, which is in turn owned by Kitson–Evergreen LLC, a Delaware limited liability company ("Kitson–Evergreen"). Kitson–Evergreen and its affiliates do business under the name Kitson & Partners. Kitson–Evergreen is owned by Kitson Investment Partners, LLC, a Delaware limited liability company ("KIP") and Evergreen Florida Development, LLC, a Delaware limited liability company ("Evergreen Florida"). Evergreen Florida owns a substantial majority interest in Kitson & Partners. Kitson & Partners is managed by KIP as the operating member subject to the oversight of an Executive Committee established to make all required "major decisions." The Executive Committee is composed of two KIP members and two Evergreen Florida members.

Evergreen Florida is wholly owned by Evergreen Real Estate Partners, LLC ("Evergreen"). Evergreen is the primary real estate principal investment arm of M3 Capital Partners ("M3"), through which it manages a \$5.7 billion real estate private equity investment vehicle for one of the largest U.S. state pension funds. M3 initiated its principal investment program in 2005 with the creation of Evergreen, a wholly-owned subsidiary of the firm. Its investment in Kitson–Evergreen dates back to 2006. Since its inception, Evergreen has invested in 14 specialized real estate companies in the U.S., Europe, Asia, Brazil and Australia. Evergreen is capitalized by its state pension fund investor, with a minority co-investment from M3.

Evergreen has committed an allocation of \$475 million to Kitson–Evergreen, subject to specific approval of proposed investments. It approves specific capital investments for projects recommended by the Kitson–Evergreen Investment Committee and approved by the Kitson Evergreen Executive Committee. Contractual obligations undertaken by Kitson Evergreen, such as the transactions contemplated by and required to close the Series 2024 Bonds, are each approved as a "major decision" and authorized by the Kitson–Evergreen Executive Committee before the funds required to perform such contractual obligations are specifically allocated and committed.

Kitson & Partners was funded in 2000, although its management team's experience dates back to 1986 and is set forth in more detail below. Kitson & Partners' company headquarters are located in Palm Beach Gardens, Florida. In 2010, Kitson & Partners completed the development of the Ibis Golf & Country Club, a 1,871 single family home residential development that included three 18-hole golf courses and a 50,000 square foot clubhouse in West Palm Beach, Florida. Kitson & Partners also co-developed the Jack Nicklaus Golf Club of Korea, an 18-hole Nicklaus Signature golf course and 80,000 square foot clubhouse in a development known as the New Songdo International City in Incheon Metropolitan City, Korea. In 2016, Kitson & Partners completed the development of Bay Pines, a mixed-use project near St. Petersburg, Florida consisting of 56 single-family homes, 330 apartments, 218,000 square feet of commercial space and a 125-room hotel. Kitson & Partners is also developing Talis Park, an approximately 461-acre master-planned residential community primarily located in the northwestern portion of unincorporated Collier County, Florida that is planned for approximately 590 homes and an 18-hole golf course and related amenities.

The biographies of the key principals and management team of the Developer, which are also the key principals and management team of KIP, are below.

<u>Chief Executive Officer</u>. Sydney W. "Syd" Kitson is the Chief Executive Officer of the Developer. He is a Wake Forest University graduate with a Bachelor of Arts degree in Economics. Mr. Kitson had a notable career in the National Football League, playing offensive guard for both the Green Bay Packers and the Dallas Cowboys. Upon his retirement from professional football, he began his career in real estate by founding a company that, from 1986 to 1992, was responsible for the development and sale of residential communities, commercial properties, retail stores, medical offices and senior housing units.

In 1992, he helped create the residential division of Gale & Wentworth, and later, in 1996, became its President and Chief Operating Officer. From 1996 through 1999, he was responsible for overseeing the development of numerous successful master-planned communities, including

Cherry Valley (Montgomery Township, New Jersey) and Ibis Golf & Country Club (West Palm Beach, Florida). He founded Kitson & Partners in 1999.

Mr. Kitson has lectured at Princeton University, and has served on multiple civic, education and non-profit boards. He is a member of the NFL Alumni Association and the National Football League Players' Association. In 2000, he received the Rainbow Award from the Adam Walsh Children's Foundation. He chaired the 2016-2017 Florida Chamber of Commerce Board of Directors, served as Chair of the Board of Governors for the State University System of Florida in 2020 and 2021, is immediate past Chair of the Florida Council of 100, and was named TIME Magazine's "Dreamer of the Year" in 2023.

<u>Vice President</u>. Thomas Hoban is Vice-President of the Developer and President, Chief Investment Officer and Partner of Kitson & Partners ("K&P"). Tom has over 29 years of experience in the real estate industry, which includes a broad understanding of the capital markets. Tom helps set the strategic direction for K&P, with a primary focus on its investment strategy and financial performance. Tom is responsible developing strategic budgetary plans, aligning financial goals, budgets, and forecasts, as well as identifying and mitigating financial risks.

Prior to joining the K&P team in 2003, Tom spent eight years in New York City as an investment banker at Morgan Stanley, where he served as Vice President of U.S. Acquisitions for the Morgan Stanley Real Estate Fund. During his career on Wall Street, Tom worked in both the agency and principal businesses, where he executed on over \$8 billion of real estate transactions.

Tom graduated cum laude from the University of Notre Dame with a Bachelor of Business Administration in Finance. He is an Advisory Board member for the Fitzgerald Institute for Real Estate at the University of Notre Dame and also serves as a board member on (i) the Economic Council of Palm Beach County (Policy Chair), (ii) Florida TaxWatch (Executive Committee) and (iii) Loxahatchee River Historical Society. Tom is a long-time volunteer for the Palm Beach Gardens Youth Athletic Association, where he serves in a leadership capacity in the TOPSoccer program (focusing on children with special needs). Tom is also an active member in the Urban Land Institute and the International Council of Shopping Centers.

Kitson–Evergreen Advisory Board. Kitson–Evergreen also has an Advisory Board, which meets three times a year to review performance and strategic initiatives. The Advisory Board currently consists of five members: Lawrence Burns, Jeb Bush, Peter Rummell, William Smith, and Will Weatherford. Mr. Burns is a former General Motors Corporate Vice President of Research & Development and Planning from 1998-2009. After leaving GM, Larry has been a Professor of Engineering Practice at the University of Michigan, the Director of the Program for Sustainable Mobility at Columbia University, a consultant to Google Self-Driving Cars/Waymo and an advisor to several major companies including Allstate, Goodyear, Hess, Greentech Capital Advisors and VantagePoint Capital Partners. Governor Bush was the 43rd Governor of the State of Florida. Prior to and after his tenure as Florida's chief executive. Governor Bush has been actively involved in the private sector, helping to build the largest full service real estate company in South Florida and owning and operating successful consulting and investing businesses. Governor Bush is also the Chairman and Founding Partner of Finback Investment Partners which is a private equity firm that takes active minority interest in middle market and growth-stage companies. Governor Bush maintains his passion for improving the quality of education for

students by serving as the chairman of the Foundation for Excellence in Education, a national non-profit organization he founded to work with education leaders, teachers, parents, and advocates to develop and implement reforms that lead to rising student achievement. Mr. Rummell is a former Chairman of Walt Disney Imagineering and President of Disney Development Company, a former CEO of The St. Joe Company, a former CEO of Nicklaus Companies and a former Chairman of the ULI and the ULI Foundation. Mr. Smith is a Wall Street executive with 33 years of experience and has served as the former Managing Director of Morgan Stanley and Head of Morgan Stanley Realty, a former Head of Investment Banking at Dean Witter Reynolds, and former Head of the Real Estate and Financial Institutions Groups at Blyth Eastman Paine Webber. Mr. Weatherford is the Managing Partner of Weatherford Capital, a strategic advisory and business consulting firm, former 84th Speaker of the Florida House of Representatives serving 2012 to 2014 and holds multiple board positions.

NEITHER THE DEVELOPER NOR ANY OF THE OTHER ENTITIES LISTED ABOVE ARE GUARANTEEING PAYMENT OF THE SERIES 2024 BONDS OR THE SERIES 2024 SPECIAL ASSESSMENTS. NONE OF THE ENTITIES LISTED HEREIN, OTHER THAN THE DEVELOPER, HAS ENTERED INTO ANY AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2024 BONDS.

#### TAX MATTERS

# General

The Internal Revenue Code of 1986, as amended (the "Code"), includes requirements that the District must continue to meet after the issuance of the Series 2024 Bonds in order that the interest on the Series 2024 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 2024 Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Series 2024 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 2024 Bonds.

In the opinion of Greenberg Traurig, P.A., Bond Counsel, assuming the accuracy of certain representations and certifications 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 2024 Bonds is excludable from gross income of the holders thereof for federal income tax purposes; and, further, interest on the Series 2024 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In the case of the alternative minimum tax imposed by Section 55(b)(2) of the Code on applicable corporations (as defined in Section 59(k) of the Code), interest on the Series 2024 Bonds is not excluded from the determination of adjusted financial statement income. Bond Counsel is further of the opinion that the Series 2024 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 2024 Bonds. Prospective purchasers of the Series 2024 Bonds should consult their own tax advisors as to the status of interest on the Series 2024 Bonds under the tax laws of any state other than the State.

The above opinion on federal tax matters with respect to the Series 2024 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 to be contained in the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the Series 2024 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 2024 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 2024 Bonds, or the ownership or disposition of the Series 2024 Bonds. Prospective purchasers of Series 2024 Bonds should be aware that the ownership of Series 2024 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 2024 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 2024 Bonds, (iii) the inclusion of the interest on the Series 2024 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 2024 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, (v) the inclusion of interest on the Series 2024 Bonds in the determination of the taxability of certain Social Security and Railroad Retirement benefits to certain recipients of such benefits, (vi) net gain realized upon the sale or other disposition of property such as the Series 2024 Bonds generally must be taken into account when computing the Medicare tax with respect to net investment income or undistributed net investment income, as applicable, imposed on certain high income individuals and specified trusts and estates and (vii) receipt of certain investment income, including interest on the Series 2024 Bonds, is considered when determining qualification limits for obtaining the earned income credit provided by Section 32(a) of the Code. 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 2024 Bonds. Prospective purchasers of the Series 2024 Bonds should consult their own tax advisors as to the impact of these and any 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 2024 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 is 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.

# **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 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 2024 Bonds, or adversely affect the market price or marketability of the Series 2024 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 2024 Bonds. Prospective purchasers of the Series 2024 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 2024 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 2024 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 2024 Bonds, under certain circumstances, to "backup withholding" at the rates set forth in the Code, with respect to payments on the Series 2024 Bonds and proceeds from the sale of Series 2024 Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2024 Bonds. This withholding generally applies if the owner of Series 2024 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 2024 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 pledges to the holders of any bonds issued thereunder, including the Series 2024 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 2024 Bonds are legal investments for savings banks, banks, trust companies, insurance companies, executors, administrators, trustees, guardians, and other fiduciaries, and for any board, body, agency, instrumentality, county, municipality or other political subdivision of the State, and constitute securities 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 2024 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 2024 Bonds. Investment in the Series 2024 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.

#### **ENFORCEABILITY OF REMEDIES**

The remedies available to the Owners of the Series 2024 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 2024 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2024 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 2024 Bonds, or in any way contesting or affecting (i) the validity of the Series 2024 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 2024 Bonds, (iii) the existence or powers of the District or (iv) the validity of the Assessment Proceedings. See "VALIDATION" herein.

# The Developer

The Developer has represented that there is no litigation of any nature now pending against the Developer or, to the knowledge of the Developer, threatened, which could reasonably be expected to have a material and adverse effect upon the completion of the Series 2024 Project and the development of the lands in the District as described herein, materially and adversely affect the ability of the Developer to pay the Series 2024 Special Assessments imposed against the land within the Series 2024 Assessment Area owned by the Developer or materially and adversely affect the ability of the Developer to perform its various obligations described in this Limited Offering Memorandum.

#### **CONTINGENT FEES**

The District has retained Bond Counsel, District Counsel, the Consulting Engineer, the District Manager/Methodology Consultant, the Underwriter (who has retained Underwriter's Counsel) and the Trustee (which has retained Trustee's counsel), with respect to the authorization, sale, execution and delivery of the Series 2024 Bonds. Except for the payment of certain fees to District Counsel, the Consulting Engineer and the District Manager, the payment of fees of the other professionals is each contingent upon the issuance of the Series 2024 Bonds.

#### NO RATING

No application for a rating for the Series 2024 Bonds has been made to any rating agency, nor is there any reason to believe that an investment grade rating for the Series 2024 Bonds would have been obtained if application had been made.

#### **EXPERTS**

The Engineer's Report attached as APPENDIX C to this Limited Offering Memorandum have been prepared by Kimley-Horn and Associates, Inc., Fort Myers, Florida (the "Consulting Engineer") regarding the Series 2024 Project. APPENDIX C should be read in its entirety for complete information with respect to the subjects discussed therein.

The Methodology Consultant, has prepared the Assessment Methodology set forth as APPENDIX D attached 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 2024 Bonds, both the Consulting Engineer and the Methodology Consultant will consent to the inclusion of their respective reports in this Limited Offering Memorandum.

# FINANCIAL INFORMATION

This District will covenant in a Continuing Disclosure Agreement, 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 ended September 30, 2024. Attached hereto as APPENDIX E is a copy of the District's audited financial statements for the District's fiscal year ended September 30, 2023, as well as the District's unaudited monthly financial statements for the period ended September 30, 2024. Such financial statements, including the auditor's report included within the audited financial statements, have been included in this Limited Offering Memorandum as public documents and consent from the auditor was not requested. Further, the auditors have not performed any services related to, and therefore are not associated with, the preparation of this Limited Offering Memorandum. The Series 2024 Bonds are not general obligation bonds of the District and are payable solely from the Series 2024 Trust Estate.

By the end of the first full fiscal year after its creation, each community development district in Florida must have a separate website with certain information as set forth in Section 189.069, F.S., including, without limitation, the district's proposed and final budgets and audit. Additional information regarding the District's website is available from the District Manager at the address set forth under "THE DISTRICT – The District Manager and Other Consultants."

# 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 , the Developer and Lennar Homes will enter into the Continuing Disclosure Agreement (the "Disclosure Agreement") in the proposed form of APPENDIX F, for the benefit of the Series 2024 Bondholders (including owners of beneficial interests in such Series 2024 Bonds), to provide certain financial information and operating data relating to the District and the Development by certain dates prescribed in the Disclosure Agreement (the "Reports") with the MSRB through the MSRB's EMMA system. The specific nature of the information to be contained in the Reports is 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 2024 Bondholders (including owners of beneficial interests in such Series 2024 Bonds) to bring an action for specific performance.

#### The District

The District has previously entered into continuing disclosure undertakings with respect to its Prior Bonds (the "District's Prior Undertakings"). A review of filings made pursuant to such prior undertakings indicates that, in the past five years, the District failed to file or timely file certain annual financial information and/or operating data. The District does not have actual knowledge of any other instances in which it has failed to comply, in all material respects, with the District's Prior Undertakings during the Compliance Period. However, the District may have failed to: (a) provide certain required annual financial information and/or operating data in its annual filings; and/or (b) failed to file or timely file certain notices. The District has appointed the District Manager to serve as its Dissemination Agent for the District's Prior Undertakings and will appoint the District anticipates satisfying all future disclosure obligations required pursuant to the Disclosure Agreement.

#### The Landowners

The Developer has previously entered into continuing disclosure undertakings with respect to the District's Prior Bonds as an "obligated person" under the Rule (the "Developer's Prior Undertakings"). A review of filings made pursuant to such prior undertakings indicates that, in the past five years, although the Developer timely filed certain quarterly financial information and/or

operating data with the Dissemination Agent, the Dissemination Agent failed to timely disseminate such quarterly financial information and/or operating data pursuant to the Developer's Prior Undertakings. The Dissemination Agent has acknowledged the foregoing to the Developer, and the Dissemination Agent has implemented additional internal procedures to avoid a reoccurrence of these issues in the future. The Developer does not have actual knowledge of any other instances in which it has failed to comply, in all material respects, with the Developer's Prior Undertakings during the past five years. However, the Developer may have failed to: (a) provide certain required quarterly financial information and/or operating data in its quarterly filings; and/or (b) failed to file or timely file certain notices. The Developer anticipates satisfying all disclosure obligations required pursuant to the Disclosure Agreement.

Lennar Homes has represented and warranted 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. Lennar Homes 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. Lennar Homes has represented that it has instituted internal processes to provide information to the dissemination agents on a timely basis and obtained assurances from the dissemination agents that they will in turn request the required reporting information timely and file such information timely with the appropriate repository.

# UNDERWRITING

FMSbonds, Inc. (the "Underwriter") has agreed, pursuant to a contract with the District, subject to certain conditions, to purchase the Series 2024 Bonds from the District at a purchase price of \$56,187,210.00 (representing the \$56,985,000.00 aggregate principal amount of the Series 2024 Bonds, less an underwriter's discount of \$797,790.00). The Underwriter's obligations are subject to certain conditions precedent and the Underwriter will be obligated to purchase all of the Series 2024 Bonds if any Series 2024 Bonds of such Series are purchased.

The Underwriter intends to offer the Series 2024 Bonds to accredited investors at the offering prices set forth on the cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Series 2024 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**

The Series 2024 Bonds are included within the Ten Billion Five Hundred Million Dollars (\$10,500,000,000) of special assessment revenue bonds of the District validated by final judgment of the Circuit Court of the Twentieth Judicial Circuit of Florida in and for Charlotte County, rendered on April 1, 2008, as subsequently amended and supplemented in a final judgement of the Circuit Court of the Twentieth Judicial Circuit of Florida in and for Charlotte and Lee Counties, rendered on December 2, 2020, validating an additional Three Billion Eight Hundred Fifty Million Dollars (\$3,850,000,000) of special assessment revenue bonds. The appeal periods for these judgments have expired with no appeal having been filed.

# **LEGAL MATTERS**

Certain legal matters related to the authorization, sale and delivery of the Series 2024 Bonds are subject to the approval of Greenberg Traurig, P.A., Orlando, Florida, Bond Counsel. Certain legal matters will be passed upon for the District by its counsel, Kutak Rock LLP, Tallahassee, Florida. Certain legal matters will be passed upon for the Developer by its counsel, Akerman LLP, Jacksonville, Florida. GrayRobinson, P.A., Tampa, Florida is serving as Underwriter's counsel.

Bond Counsel's form of opinion set forth in APPENDIX B hereto 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 thereof. 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 2024 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 2024 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 2024 Bonds.

# **AUTHORIZATION AND APPROVAL**

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

BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT

By: /s/ Bill Vander May

Bill Vander May, Chairperson



# APPENDIX A

# COPY OF MASTER INDENTURE AND FORM OF THE ELEVENTH SUPPLEMENTAL INDENTURE



### MASTER TRUST INDENTURE

### by and between

### BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT

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U.S. BANK NATIONAL ASSOCIATION, as Trustee

Dated as of December 1, 2015

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EXHIBIT A - FORM OF REQUISITION

(iv)

and to secure the performance and observance by the District of all of the covenants expressed or and to sective the performance and toservative by the District of an or the ecvertaints expressed or implied herein, in the Supplemental Indenture authorizing the issuance of such Series of Bonds and in the Bonds of such Series, does hereby assign and grant a security interest in the following (herein called the "Trust Estate") to the Trustee and its successors in trust, and assigns forever, for the securing of the performance of the obligations of the District herein set forth: (0) the Pledged Revenues (hereinafter defined) and Pledged Funds (hereinafter defined); and (ii) any and all property of every kind or description which may from time to time hereafter be sold, transferred, conveyed, assigned, hypothecated, endorsed, deposited, pledged, granted or delivered to, or deposited with, the Trustee as security for any Series of Bonds issued pursuant to this Master Indenture by the District or anyone on its behalf or with its consent, or which pursuant to any of the provisions hereof or of the Supplemental Indenture securing such Series of Bonds may come into the possession or control of the Trustee or of a lawfully appointed receiver, as such additional security, and the Trustee is hereby authorized to receive any and all such property as and for security for the payment of such Series of Bonds and the interest and premium, if any, thereon, and to hold and apply all such property subject to the terms hereof, it being expressly understood and agreed that except as otherwise provided herein or in a Supplemental Indenture the Trust Estate established and held hereunder for Bonds of a Series shall be held separate and in trust solely for the benefit of the Owners of the Bonds of such Series and for no other Series;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or held or hereafter acquired, forever:

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth (a) for the equal and proportionate benefit and security of all present and future Owners of the Bonds of a Series, without preference of any Bond of such Series over any other Bond of such Series, (b) for enforcement of the payment of the Bonds of a Series, in accordance with their terms and the terms of this Master Indenture and the Supplemental Indenture authorizing the issuance of such Series of Bonds, and all other sums payable hereunder, under the Supplemental Indenture authorizing such Series of Bonds or on the Bonds of such Series, and (c) for the enforcement of and compliance with the obligations, covenants and conditions of this Master Indenture except as otherwise expressly provided herein, as if all the Bonds at any time Outstanding (hereafter defined) had been authenticated, executed and delivered simultaneously with the execution and delivery of this Master Indenture, all as herein set forth.

IT IS HEREBY COVENANTED, DECLARED AND AGREED (a) that this Master Indenture creates a continuing lien equally and ratably to secure the payment in full of the principal of, premium, if any, and interest on all Bonds of a Series which may from time to time be Outstanding hereunder, except as otherwise expressly provided herein, (b) that the Trust Estate shall immediately be subject to the lien of this pledge and assignment without any physical delivery thereof or further act, (c) that the lien of this pledge and assignment shall be a first lien and shall be valid and binding against all parties having any claims of any kind in tort, contract or otherwise against the District, irrespective of whether such parties have notice thereof, and (d) that the Bonds of a Series are to be issued, authenticated and delivered, and that the Trust Estate is to be held, dealt with, and disposed of by the Trustee, upon and subject to the terms, covenants, conditions, uses, agreements and trusts set forth in this Master Indenture and the Supplemental Indenture authorizing the issuance of such Series of Bonds, and the District

#### MASTER TRUST INDENTURE

THIS MASTER TRUST INDENTURE, dated as of December 1, 2015, by and between Babook Ranch Community Independent Special District, a local unit of special-purpose government organized and existing under the laws of the State of Florida (the "District"), and U.S. Bank National Association, as trustee (the "Trustee"), a national banking association having the authority to exercise corporate trust powers of the type set forth herein, with its designated corporate trust office located at 225 East Robinson Street, Suite 250, Orlando, Florida 23001. Attention. Corporate Trust Florida 32801, Attention: Corporate Trust.

WHEREAS, the District is an independent special district duly created, organized and existing pursuant to Chapter 2007-306, Laws of Florida as amended (the "Act"), for the purpose, among other things, of financing and managing the acquisition, construction, installation, maintenance, and operation of the major infrastructure within and without the boundaries of the District; and

WHEREAS, the District has the power and authority under the Act to issue special assessment bonds and revenue bonds and to use the proceeds thereof to finance the cost of acquiring and constructing assessable improvements (as defined in the Act) and to levy and collect special assessments therefor as provided in the Act and Chapter 170, Florida Statutes, as amended, and to levy and collect user charges and fees therefor as provided in the Act; and

WHEREAS, additionally, the District has the power and authority under Act to levy and collect Benefit Special Assessments (hereinafter defined); and

WHEREAS, the District has found and determined and does hereby find and determine, that acquisition and construction of the Series Projects (hereafter defined) is and will be necessary and desirable in serving the District's goal of properly managing the acquisition, construction, installation and operation of portions of the infrastructure within that portion of the District and the underlying Babcock Ranch community located in Charlotte County, Florida; and

WHEREAS, the execution and delivery of the Bonds and of this Master Indenture have been duly authorized by the Governing Body of the District and all things necessary to make the Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Master Indenture a valid and binding agreement and a valid and binding lien on the Trust Estate (hereinafter defined) have been done

### NOW, THEREFORE, THIS MASTER TRUST INDENTURE WITNESSETH:

#### GRANTING CLAUSES

That the District, in consideration of the premises and acceptance by the Trustee of the trusts hereby created and the purchase and acceptance of the Bonds (hereafter defined) by the Owners (hereafter defined), and of the sum of ten dollars (\$10.00), lawful money of the United States of America, to its duly paid by the Trustee at or before the execution and delivery of this Master Indenture, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds of a Series (hereafter defined) issued hereunder according to their tenor and effect

covenants and agrees with the Trustee, for the equal and proportionate benefit of the respective Owners from time to time of the Bonds of each respective Series, as follows:

#### ARTICLE I DEFINITIONS

Section 101. Meaning of Words and Terms. The following words and terms used in this Master Indenture shall have the following meanings, unless some other meaning is plainly

"Accountant" shall mean the independent certified public accountant or independent certified public accounting firm retained by the District to perform the duties of the Accountant under this Master Indenture.

"Accountant's Certificate" shall mean an opinion signed by an independent certified public accountant or firm of certified public accountants (which may be the Accountant) from time to time selected by the District.

"Accounts" shall mean all accounts created hereunder except amounts on deposit in the Series Rebate Account within the Rebate Fund

"Accreted Value" shall mean, as of the date of computation with respect to any Capital Appreciation Bonds, an amount (truncated to three (3) decimal places) equal to the original principal amount of such Capital Appreciation Bonds at the date of issuance plus the interest accrued on such Bonds from the date of original issuance of such Capital Appreciation Bonds to the date of computation, such interest to accrue at the rate of interest per annum of the Capital Appreciation Bonds (or in accordance with a table of compound accreted values set forth in such Capital Appreciation Bonds), compounded semi-annually on each Interest Payment Date; provided, however, that if the date with respect to which any such computation is made is not an Interest Payment Date, the Accreted Value of any Bond as of such date shall be the amount determined by compounding the Accreted Value of such Bond as of the immediately preceding Interest Payment Date (or the date of original issuance if the date of computation is prior to the Interest Payment Date (or the date of original issuance it the date of computation is prior to the first Interest Payment Date succeeding the date of original issuance) at the rate of interest per annum of the Capital Appreciation Bonds for the partial semi-annual compounding period determined by dividing (x) the number of days elapsed (determined on the basis of a three hundred sixty (360) day year comprised of twelve (12) thirty (30) day months) from the immediately preceding Interest Payment Date (or the date of original issuance if the date of computation is prior to the first Interest Payment Date succeeding the date of original issuance), by (y) one hundred eighty (180). A table of Accreted Values for the Capital Appreciation Bonds all be incorporated in a Supplemental Indenture executed by the District upon issuance of any Capital Appreciation Bonds.

"Acquisition and Construction Fund" shall mean the fund so designated in, and created pursuant to. Section 502 hereof

"Act" shall mean Chapter 2007-306, Laws of Florida, as amended from time to time.

"Additional Bonds" shall mean Bonds of a Series authenticated and delivered pursuant to the terms of a Supplemental Indenture providing for the issuance of pair passu Additional Bonds of such Series.

"Additional Series Project" shall mean the acquisition and/or construction of any additions, extensions, improvements and betterments to and reconstructions of a Series Project to be financed, in whole or in part, from the proceeds of any Subordinate Debt.

"Amortization Installments" shall mean the moneys required to be deposited in a Series Redemption Account within the Debt Service Fund for the purpose of redeeming and paying when due any Term Bonds, the specific amounts and dates of such deposits to be set forth in a Supplemental Indenture.

"Assessments" shall mean all assessments levied and collected by or on behalf of the District pursuant to the Act as amended from time to time, together with the applicable interest specified by resolution adopted by the Governing Body, the interest specified in Chapter 170 Florida Statutes, as amended, if any such interest is collected by or on behalf of the Governing Body, and any applicable penalties collected by or on behalf of the District, together with any and all amounts received by the District from the sale of tax certificates or otherwise from the collection of Delinquent Assessments and which are referred to as such and pledged to a Series of Bonds pursuant to the Supplemental Indenture authorizing the issuance of such Series of Bonds.

"Authorized Denomination" shall, except as provided in any Supplemental Indenture relating to a Series of Bonds, mean the denomination of \$5,000 or any integral multiple thereof.

"Authorized Officer" shall mean any person authorized by the District in writing directed to the Trustee to perform the act or sign the document in question.

"Beneficial Owners" shall have the meaning given such term by the Depository Trust Company so long as it is the registered Owner, through its nominee Cede & Co., of the Bonds as to which such reference is made to enable such Bonds to be held in book-entry only form, and, shall otherwise mean the registered Owner on the registration books of the District maintained by the Bond Registrar.

"Benefit Special Assessments" shall mean benefit special assessments levied and collected in accordance with Section 6(12)(b) of the Act, as amended from time to time, together with any and all amounts received by the District from the sale of tax certificates or otherwise from the collection of Benefit Special Assessments which are not paid in full when due and which are referred to as such and pledged to a Series of Bonds pursuant to the Supplemental Indenture authorizing the issuance of such Series of Bonds.

"Bond Anticipation Notes" shall mean the bond anticipation notes authorized in Section 211 hereof, issued by the District in anticipation of the sale of a Series of Bonds.

"Bond Counsel" shall mean an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the District.

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out the duties of the Consulting Engineer under this Master Indenture or any Supplemental Indenture.

"Cost" as applied to a Series Project or Additional Series Project, shall include the cost of acquisition and construction thereof and all obligations and expenses relating thereto including, but not limited to, those items of cost which are set forth in Section 403 hereof.

"Credit or Liquidity Facility" shall mean a letter of credit, a municipal bond insurance policy, a surety bond or other similar agreement issued by a banking institution or other entity satisfactory to the District and providing for the payment of the principal of, interest on or purchase price of a Series of Bonds or any alternate or substitute Credit or Liquidity Facility if then in effect.

"Current Interest Bonds" shall mean Bonds of a Series the interest on which is payable at least annually.

"Date of Completion" with respect to a Series Project or Additional Series installed Project shall mean: (i) the date upon which such Project and all components thereof have been acquired or constructed and are capable of performing the functions for which they were intended, as evidenced by a certificate of the Consulting Engineer filed with the Trustee and the District; or (ii) the date on which the District determines, upon the recommendation of or in consultation with the Consulting Engineer, that it cannot complete such Project in a sound and economical manner within a reasonable period of time as evidenced by a certificate of the Consulting Engineer of the District filed with the Trustee and the District; provided that in each case such certificate of the Consulting Engineer shall set forth the amount of all Costs of such Project which has theretofore been incurred, but which on the Date of Completion is or will be unpaid or unreimbursed.

"Debt Service" shall mean collectively the principal (including Amortization Installments), interest, and redemption premium, if any, payable with respect to the Bonds.

"Debt Service Fund" shall mean the fund so designated in, and created pursuant to, Section  $502\ \text{hereof.}$ 

"Delinquent Assessments" shall mean, collectively, any and all installments of any Assessments which are not paid when due, including any applicable grace period under State law or District proceedings.

"Depository" shall mean any bank or trust company duly authorized by law to engage in the banking business and designated by the District as a depository of moneys subject to the provisions of this Master Indenture.

"Direct Billed" shall mean Assessments or Maintenance Special Assessments, as applicable within the context in which such reference is made, which are billed directly by the District rather than collected on the tax bill using the Uniform Method.

"Bond Registrar" or "Registrar" shall mean the bank or trust company designated as such by Supplemental Indenture with respect to a Series of Bonds for the purpose of maintaining the registry of the District reflecting the names, addresses, and other identifying information of Owners of Bonds of such Series.

"Bond Year" shall mean, unless otherwise provided in the Supplemental Indenture authorizing a Series of Bonds, the period commencing on the first day of May in each year and ending on the last day of April of the following year.

"Bonds" shall mean the Outstanding Bonds of all Series.

"Business Day" shall mean any day excluding Saturday, Sunday or any other day on which banks in the cities in which the designated corporate trust office of the Trustee or the Paying Agent are located are authorized or required by law or other governmental action to close and on which the Trustee or Paying Agent, or both, is closed.

"Capital Appreciation Bonds" shall mean Bonds issued under this Master Indenture and any Supplemental Indenture as to which interest is compounded periodically on each of the applicable periodic dates designated for compounding and payable in an amount equal to the then-current Accreted Value only at the maturity or earlier redemption thereof, all as so designated in a Supplemental Indenture of the District providing for the issuance thereof.

"Capitalized Interest" shall mean, with respect to the interest due or to be due on a Series of Bonds prior to, during and for a period not exceeding one year after the completion of a Series Project to be funded by such Series, all or part of such interest which will be paid, or is expected to be paid, from the proceeds of such Series.

"Capitalized Interest Account" shall mean any Capitalized Interest Account to be established within a Series Debt Service Account by Supplemental Indenture with respect to any Series of Bonds issued under this Master Indenture, as authorized pursuant to this Master Indenture.

"Chairman" shall mean the Chairman of the Governing Body of the District or his or her designee or the person succeeding to his or her principal functions.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or any successor provisions thereto and the regulations promulgated thereunder or under the Internal Revenue Code of 1954, as amended, if applicable, or any successor provisions thereto.

"Completion Bonds" shall mean Bonds issued pursuant to a Supplemental Indenture ranking on a parity with the Series of Bonds issued under such Supplemental Indenture, the proceeds of which are to be used to complete the Series Project.

"Connection Fees" shall mean all fees and charges assessed by the District to users for the actual costs of connecting to a utility system of the District.

"Consulting Engineers" shall mean the independent engineer or engineering firm or corporation employed by the District in connection with any Series Project to perform and carry

.

"District" shall mean the Babcock Ranch Community Independent Special District an independent special district established pursuant to the Act or any successor thereto which succeeds to the obligations of the District hereunder.

"Engineers' Certificate" shall mean a certificate of the Consulting Engineers or of such other engineer or firm of engineers having a favorable repute for skill and experience in the engineering matters with respect to which such certification is required by this Master Indenture.

"Federal Securities" shall mean, to the extent permitted by law for investment as contemplated in this Master Indenture and any Supplemental Indenture, (i) Government Obligations, (ii) any Tax Exempt Obligations which are fully secured as to principal and interest by an irrevocable pledge of Government Obligations, which Government Obligations are segregated in trust and pledged for the benefit of the holders of the Tax Exempt Obligations, (iii) certificates of ownership of the principal or interest of Government Obligations, which Government Obligations are held in trust and (iv) investment agreements at least 100% collateralized by obligations described in clauses (i), (ii) or (iii) above.

"Fiscal Year" shall mean the fiscal year of the District in effect from time to time, which shall initially mean the period commencing on the first day of October of any year and ending on the last day of September of the following year.

"Funds" shall mean all funds created hereunder, except the Rebate Fund.

"Governing Body" shall mean the Board of Supervisors of the District

"Government Obligations" shall mean direct obligations of, or obligations the payment of which is unconditionally guaranteed by, the United States of America.

"Indenture" shall mean this Master Indenture, as amended and supplemented from time to time by a Supplemental Indenture or indentures, and, shall mean when used with respect to a Series of Bonds issued hereunder, this Master Indenture, as amended and supplemented by the Supplemental Indenture relating to such Series of Bonds.

"Insurer" shall mean the issuer of any municipal bond insurance policy insuring the timely payment of the principal of and interest on Bonds or any Series of Bonds.

"Interest Payment Date" shall mean the dates specified in a Supplemental Indenture with respect to a Series of Bonds upon which the principal of and/or interest on Bonds of such Series shall be due and payable in each Bond Year.

"Investment Obligations" shall mean and include, except as otherwise provided in the Supplemental Indenture providing of the authorization of Notes or Bonds, mean and includes any of the following securities, if and to the extent that such securities are legal investments for funds of the District:

(i) Government Obligations:

- (ii) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies or such other government -sponsored agencies which may presently exist or be hereafter created; provided that, such bonds, debentures, notes or other evidences of indebtedness are fully guaranteed as to both principal and interest by the United States of America; Bank for Cooperatives; Federal Intermediate Credit Banks; Federal Financing Bank; Federal Home Loan Bank System; Export-Import Bank of the United States; Farmers Home Administration; Small Business Administration; Inter-American Development Bank; International Bank for Reconstruction and Development; Federal Land Banks; the Federal National Mortgage Association; the Government National Mortgage Association; the Tennessee Valley Authority; or the Washington Metropolitan Area Transit Authority;
- (iii) Direct and general obligations of any state of the United States, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, if at the time of their purchase such obligations are rated in either of the two highest rating categories without regard to gradations within any such categories by either S&P or Moody's;
- (iv) Negotiable or non-negotiable certificates of deposit, Time Deposits or other similar banking arrangements issued by any bank or trust company, including the Trustee, or any federal savings and loan association, the deposits of which are insured by the Federal Deposit Insurance Corporation (including the FDIC's Savings Association Insurance Fund), which securities, to the extent that the principal thereof exceeds the maximum amount insurable by the Federal Deposit Insurance Corporation and, therefore, are not so insured, shall be fully secured to the extent permitted by law as to principal and interest by the securities listed in subsection (i), (ii) or (iii) above; provided, however, that with respect to securities used to secure securities hereunder, in addition to direct and general obligations of any political subdivision or instrumentality of any such state, to the payment of the principal of and interest on which the full faith and credit of such subdivision or instrumentality is pledged if such obligations are initially rated in one of the three highest rating categories without regard to gradations within any such categories by either S&P or Moody's; provided, further that
- (v) Bank or broker repurchase agreements fully secured by securities specified in (i) or (ii) above, which may include repurchase agreements with the commercial banking department of the Trustee, provided that such securities are deposited with the Trustee, with a Federal Reserve Bank or with a bank or trust company (other than the seller of such securities) having a combined capital and surplus of not less than \$100,000,000;
- (vi) A promissory note of a bank holding company rated in either of the two highest rating categories without regard to gradations within any such categories by either S&P or Moody's;
- (vii) Any short term government fund or any money market fund whose assets consist of (i), (ii) and (iii) above;
- (viii) Commercial paper which at the time of purchase is rated in the highest rating category without regard to gradations with such category by either S&P or Moody's;

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"Maintenance Special Assessments" shall mean assessments described in Section 6(12)(d) of the Act, for the maintenance of District facilities or the operations of the District.

"Option Bonds" shall mean Current Interest Bonds, which may be either Serial or Term Bonds, which by their terms may be tendered by and at the option of the Owner for purchase prior to the stated maturity thereof.

"Outstanding" when used with reference to Bonds, shall mean, as of a particular date, all Bonds theretofore authenticated and delivered under this Master Indenture, except:

- (i) Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation:
- (ii) Bonds (or portions of Bonds) for the payment or redemption of which moneys, equal to the principal amount or redemption price thereof, as the case may be, with interest to the date of maturity or redemption date, shall be held in trust under this Master Indenture or Supplemental Indenture with respect to Bonds of any Series and set aside for such payment or redemption (whether at or prior to the maturity or redemption date), provided that if such Bonds (or portions of Bonds) are to be redeemed, notice of such redemption shall have been given or provision satisfactory to the Trustee shall have been made for the giving of such notice as provided in Article III hereof or in the Supplemental Indenture relating to the Bonds of any Series;
- (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to this Master Indenture and the Supplemental Indenture with respect to Bonds of a Series unless proof satisfactory to the Trustee is presented that any such Bonds are held by a bona fide purchaser in due course; and
- (iv) Bonds paid or deemed to have been paid as provided in this Master Indenture or in a Supplemental Indenture with respect to Bonds of a Series, including Bonds with respect to which payment or provision for payment has been made in accordance with Article XII hereof.

In addition, Bonds actually known by the Trustee to be held by or for the District will not be deemed to be Outstanding for the purposes and within the purview of Article IX and Article XI of this Master Indenture.

"Owner" or "Owners" shall mean the registered owners from time to time of Bonds.

"Paying Agent" shall mean the bank or trust company designated by Supplemental Indenture with respect to a Series of Bonds as the place where Debt Service shall be payable with respect to such Series of Bonds and which accepts the duties of Paying Agent under this Master Indenture and under such Supplemental Indenture.

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"Pledged Funds" shall mean all of the Series Pledged Funds.

"Pledged Revenues" shall mean all of the Series Pledged Revenues.

- (ix) (A) Certificates evidencing a direct ownership interest in non-callable Government Obligations or in future interest or principal payments thereon held in a custody account by a custodian satisfactory to the Trustee, and (B) obligations of any state of the United States of America or any political subdivision, public instrumentality or public authority of any such state which are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and which are fully secured by and payable solely from non-callable Government Obligations held pursuant to an escrow agreement;
- (x) deposits, Federal funds or bankers' acceptances (with term to maturity of 270 days or less) of any bank, including the Trustee Bank, which, at the time of deposit, has an unsecured, uninsured and unguaranteed obligation rated in one of the top two rating categories by both Moody's and S&P; and
- $\mbox{(xi)} \quad \mbox{ the Local Government Surplus Funds Trust Fund as described in Florida Statutes,} \\ Section 218.405 \mbox{ or the corresponding provisions of subsequent laws.}$

The Trustee shall be entitled to rely that any investment direction by an Authorized Officer of the Issuer is permitted hereunder.

"Letter of Credit Agreement" shall mean any financing agreement relating to a Credit Facility for so long as such agreement will be in effect.

"Liquidity Agreement" shall mean any financing agreement relating to a Liquidity Facility for so long as such agreement will be in effect.

"Majority Owners" shall mean the Beneficial Owners of more than fifty percent (50%) of the aggregate principal amount of a Series of Bonds then Outstanding or all of the Bonds then Outstanding, as applicable in the context within which such reference is made.

"Master Indenture" shall mean this Master Trust Indenture, as amended and supplemented from time to time in accordance with the provisions hereof.

"Maturity Amount" shall mean the amount due at maturity with respect to a Capital Appreciation Bond.

"Maximum Annual Debt Service Requirement" shall mean, at any given time of determination, the greatest amount of principal, interest and Amortization Installments coming due in any current or future Bond Year with regard to the Series of Bonds for which such calculation is made; provided, the amount of interest coming due in any Bond Year shall be reduced to the extent moneys derived from the proceeds of Bonds are used to pay interest in such Bond Year.

"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 is dissolved or liquidated or no longer performs the functions of a securities rating agency, Moody's will be deemed to refer to any other nationally recognized securities rating agency designated by the District by written notice to the Trustee.

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- "Prepayments" shall mean any Assessments or Benefit Special Assessments, or portions thereof, which shall be paid to the District prior to the time such amounts become due. Prepayments shall not include any interest paid on such Assessments.
- "Principal and Interest Requirement" shall mean with respect to a Series of Bonds, the respective amounts which are required in each Bond Year to provide (less any amounts already on deposit in the applicable funds and accounts held under the related Series Trust Estate).
- (i) for paying the interest on all Bonds of such Series then Outstanding which is payable in such Bond Year;
- (ii) for paying the principal or Maturity Amount of all Serial Bonds of such Series then Outstanding which is payable in such Bond Year; and
- $\mbox{(iii)} \quad \mbox{ the Amortization Installments on the Term Bonds of such Series of Bonds, if any, payable in such Bond Year.}$
- "Property Appraiser" shall mean the Property Appraiser of Charlotte County, Florida, or the person succeeding to such officer's principal functions.
- "Rebate Amount" shall mean the amount, if any, required to be rebated to the United States pursuant to Section 148(f) of the Internal Revenue Code of 1986, as amended, and the regulations and rulings thereunder.
- "Rebate Analyst" shall mean the person or firm selected by the District to calculate the Rebate Amount, which person or firm shall have recognized expertise in the calculation of the Rebate Amount.
- "Rebate Fund" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.
- "Record Date" shall mean the fifteenth (15th) day of the calendar month next preceding an Debt Service payment date or, in the case of any proposed redemption of Bonds, the fifth (5th) day next preceding the date of mailing of notice of such redemption, or if either of the foregoing days is not a Business Day, then the Business Day immediately preceding such day.
- "Redemption Price" shall mean the principal of, premium, if any, and interest accrued to the date fixed for redemption of any Bond called for redemption pursuant to the provisions thereof, hereof and of the Supplemental Indenture pursuant to which such Bond is issued.
- "Refunding Bonds" shall mean Bonds issued pursuant to provisions of this Master Indenture, the proceeds of which are used to refund one or more Series of Outstanding Bonds.
- "Reserve Fund" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.
- "Revenue Fund" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

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

"Secretary" shall mean the Secretary or any Assistant Secretary to the Governing Body, or his or her designee or the person succeeding to his or her principal functions.

"Serial Bonds" shall mean Bonds (other than Term Bonds) that mature in annual or semiannual installments.

"Series" shall mean all of the Bonds authenticated and delivered on original issuance of a stipulated aggregate principal amount in a simultaneous transaction under and pursuant to the same Supplemental Indenture and any Bonds thereafter authenticated and delivered in lieu of or in substitution therefor pursuant to this Master Indenture and such Supplemental Indenture regardless of variations in maturity, interest rate or other provisions; provided, 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 District upon original issuance.

"Series Acquisition and Construction Account" shall mean the account within the Acquisition and Construction Fund with respect to each Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Interest Account" shall mean the account with respect to a Series of Bonds established within the Debt Service Fund so designated in, and created pursuant to, Section 502 hereof.

"Series Pledged Funds" shall mean all amounts on deposit from time to time in the Funds and Accounts and designated in the Supplemental Indenture relating to such Series of Bonds as pledged to the payment of such Series of Bonds; provided, however, such term shall not include any amounts on deposit in a Series Rebate Account in the Rebate Fund.

"Series Pledged Revenues" shall mean the revenues designated as such by Supplemental Indenture and which shall constitute the security for and source of payment of a Series of Bonds and may consist of Assessments, Benefit Special Assessments, Connection Fees or other user fees or other revenues or combinations thereof imposed or levied by the District in accordance with the Act.

"Series Principal Account" shall mean the account with respect to a Series of Bonds established within the Debt Service Fund so designated in, and created pursuant to, Section 502 hereof.

"Series Project" or "Series Projects" shall mean the acquisition, construction, equipping and/or improvement of capital projects to be located within or without the District for the benefit of the District to be financed with all or a part of the proceeds of a Series of Bonds as shall be described in the Supplemental Indenture authorizing such Series of Bonds.

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"Tax Collector" shall mean the Tax Collector of Charlotte County, Florida, or the person succeeding to such officer's principal functions.

"Tax Exempt Bonds" shall mean Bonds of a Series the interest on which, in the opinion of Bond Counsel on the date of original issuance thereof, is excludable from gross income for federal income tax purposes.

"Tax Exempt Obligations" shall mean any bond, note or other obligation issued by any person, the interest on which is excludable from gross income for federal income tax purposes.

"Term Bonds" shall mean Bonds that mature on one date and that are subject to mandatory redemption from Amortization Installments or are subject to extraordinary mandatory or mandatory redemption upon receipt of unscheduled Pledged Revenues.

"Time Deposits" shall mean time deposits, certificates of deposit or similar arrangements with any bank or trust company, including the Trustee or an affiliate thereof, which is a member of the Federal Deposit Insurance Corporation and any Federal or State of Florida savings and loan association which is a member of the Federal Deposit Insurance Corporation or its successors and which are secured or insured in the manner required by Florida law.

"Trust Estate" shall have the meaning ascribed to such term in the granting clauses hereof, including, but not limited to, the Pledged Revenues and Pledged Funds.

"Trustee" shall mean U.S. Bank National Association with its designated office in Orlando, Florida and any successor trustee appointed or serving pursuant to Article VI hereof.

"Uniform Method" shall mean 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.

"Variable Rate Bonds" shall mean Current Interest Bonds, which may be either Serial Bonds or Term Bonds, issued with a variable, adjustable, convertible or other similar interest rate which is not fixed in percentage for the entire term thereof at the date of issue, which Bonds may also be Option Bonds.

"Vice Chairman" shall mean the Vice Chairman of the Governing Body of the District or his or her designee or the person succeeding to his or her principal functions.

Section 102. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words "Bond," "Owner," "person," "Paying Agent," and "Bond Registrar" shall include the plural as well as the singular number and the word "person shall mean any individual, corporation partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof. All references to Florida Statutes or other provisions of Florida law shall be deemed to include any and all amendments thereto.

"Series Rebate Account" shall mean the account in the Rebate Fund with respect to a Series of Bonds so designated in, and created pursuant to, Supplemental Indenture.

"Series Redemption Account" shall mean the account so designated in, and created pursuant to, Section 502 hereof.

"Series Reserve Account" shall mean the Reserve Account for the Series of Bonds, if any, established in the Reserve Fund by Supplemental Indenture in an amount equal to the Series Reserve Account Requirement for such Series of Bonds.

"Series Reserve Account Requirement" shall mean the amount of money or other security which may be in the form of a reserve fund insurance policy or other security as may be required by the terms of a Supplemental Indenture to be deposited in or credited to a Series Reserve Account for each Series of Bonds provided, however, that unless otherwise provided in the Supplemental Indenture relating to a Series Reserve Account Requirement" shall be an amount equal to the lesser of:

(A) Maximum Annual Debt Service Requirement for all Outstanding Bonds of such Series, (B) 125% of the average annual debt service for all Outstanding Bonds of such Series, (C) the aggregate of 10% of the proceeds of the Bonds of such Series acleulated as of the date of original issuance thereof. In computing the Series Reserve Account Requirement in respect of any Series of Bonds that constitute Variable Rate Bonds, the interest rate on such Bonds shall be assumed to be the greater of: (1) 110% of the daily average interest rate on such Variable Rate Bonds during the 12 months ending with the month preceding the date of calculation, or such shorter period of time that such Series of Bonds shall have been Outstanding, or (2) the actual rate of interest borne by such Variable Rate Bonds on such date of calculation exceed the lesser of the amounts specified in the immediately preceding sentence. In computing the Series Reserve Account Requirement as adjusted on such date of calculation exceed the lesser of the amounts specified in the immediately preceding sentence. In computing the Series Reserve Account Requirement as adjusted on such date of calculation exceed the lesser of the amounts specified in the immediately preceding sentence. In computing the Series Reserve Account Requirement as Series is 125 to 150 the definition in respect of any Capital Appreciation Bonds, the principal amount of such Bonds shall be the original principal amount thereof, not the Accreted Value. A Supplemental Indenture may provide that the Series Reserve Accou

"Series Revenue Account" shall mean the Revenue Account for a Series of Bonds established in the Revenue Fund by Supplemental Indenture for such Series of Bonds.

"Subordinate Debt" shall mean indebtedness secured hereby or by any Supplemental Indenture which is by its terms expressly subordinate and inferior hereto both in lien and right of payment.

"Supplemental Indenture" shall mean an indenture supplemental hereto authorizing the issuance of a Series of Bonds hereunder and establishing the terms thereof and the security therefor and shall also mean any indenture supplementary hereto entered into for the purpose of amending the terms and provisions hereof with respect to all Bonds in accordance with Article XI hereof.

"Taxable Bonds" shall mean Bonds of a Series which are not Tax Exempt Bonds

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### ARTICLE II FORM, EXECUTION, DELIVERY AND DESIGNATION OF BONDS

Section 201. Issuance of Bonds. For the purpose of providing funds for paying all or part of the Cost of a Series Project, Bonds of a Series, without limitation as to aggregate principal amount, may be issued under this Master Indenture subject to the conditions hereinafter provided in Section 207 of this Article. Debt Service on each Series of Bonds shall be payable solely from the Pledged Revenues and Pledged Funds pledged to such Series of Bonds in the Supplemental Indenture authorizing the issuance of such Series of Bonds, as may be provided in such Supplemental Indenture, and all of the provisions of this Master Indenture shall be for the benefit and security of the present and future Owners of such Series of Bonds so issued, without preference, priority or distinction, as to lien or otherwise, of any one Bond of such Series over any other Bond of such Series. The District may also issue from time to time, Additional Bonds, Completion Bonds and Refunding Bonds of a Series under and pursuant to the terms of the Supplemental Indenture authorizing the issuance of such Series of Bonds.

Section 202. Details of Bonds. Bonds of a Series shall be in such denominations, numbered consecutively, shall bear interest from their date until their payment at rates not exceeding the maximum rate permitted by law, shall be dated, shall be stated to mature in such year or years in accordance with the Act, and shall be subject to redemption prior to their respective maturities, subject to the limitations hereinafter provided, as provided for in the Supplemental Indenture authorizing the issuance of such Series of Bonds. Bonds of a Series may combination thereof and may be secured by a Credit and/or Liquidity Facility, all as shall be provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds. Bonds of a Series (or a part of a Series) may be in book-entry form at the option of the District as shall be provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

Debt Service shall be payable in any coin or currency of the United States of America which, at the date of payment thereof, is legal tender for the payment of public and private debts. Interest shall be paid to the registered Owner of Bonds at the close of business on the Record Date for such interest; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 hereof, the payment of interest and principal or Redemption Price or Amortization Installments pursuant hereto shall be made by the Paying Agent to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registeration books of the Bond Registrar as the registered Owner of a Bond. Any payment of principal, Maturity Amount or Redemption Price shall be made only upon presentation of the Bond at the designated corporate trust office of the Paying Agent in Orlando, Florida; provided, however there shall be no need to present if the Bonds are held under DTC's book-entry only system. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner if such Owner requests such method of payment by delivery of written notice to the Paying Agent prior to the Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner owns not less than \$1,000,000, or, if less than such amount, all of the Outstanding Bonds of a Series, in aggregate principal amount of the Bonds). Unless otherwise provided in the Supplemental

Indenture authorizing a Series of Bonds, interest on a Series of Bonds will be computed on the basis of a 360-day year of twelve 30-day months.

Section 203. Execution and Form of Bonds. The Bonds shall be signed by, or bear the facsimile signature of the Chairman, shall be attested and countersigned by the Secretary, and the certificate of authentication appearing on the face of the Bonds shall be signed by, or bear the facsimile signature of the Trustee; provided, however, that each Bond shall be manually signed by either the Chairman, the Secretary or the Trustee. The official seal of the District shall be imprinted or impressed on the Bonds. In case any officer whose signature or a facsimile of whose signature appears on any Bond shall cease to be such officer before the delivery of such Bond, such signature or such facsimile shall nevertheless be valid for all purposes the same as if he or she had remained in office until such delivery. Any Bond may bear the facsimile signature of, or may be signed by, such persons as at the actual time of the execution of such Bond shall be proper officers to execute such Bond although at the date of such Bond such persons may not have been such officers. The Bonds, and the provisions for registration and transfer to be endorsed on such Bonds, shall be substantially in the form set forth in a Supplemental Indenture. The Trustee may appoint one or more authenticating agents.

Section 204. Negotiability, Registration and Transfer of Bonds. The District shall cause books for the registration and for the transfer of the Bonds as provided in this Master Indenture to be kept by the Bond Registrar. All Bonds shall be registered as to both principal and interest. Any Bond may be transferred only upon an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, such transfer to be made on such books and endorsed on the Bond by the Bond Registrar. No charge shall be made to any Owner for registration and transfer as hereinabove provided, but any Owner requesting any such registration or transfer shall pay any tax or other governmental charge required to be paid with respect thereto. The Bond Registrar shall not be required to transfer any Bond during the period between the Record Date and the Interest Payment Date next succeeding the Record Date of such Bond, during the period between the Record Date for the mailing of a notice of redemption and the date of such mailing, nor after such Bond has been selected for redemption. The Bonds shall be and have all the qualities and incidents of negotiable instruments under the laws of the State of Florida, and each successive Owner, in accepting any of the Bonds, shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the laws of the State of Florida.

Section 205. Ownership of Bonds. The person in whose name any Bond shall be registered shall be deemed the absolute owner thereof for all purposes, and payment of Debt Service shall be made only to or upon the order of the registered owner thereof or his attorney or legal representative as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. The Trustee, the District, the Bond Registrar and the Paying Agent may deem and treat the registered owner of any Bond as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes whatsoever, and neither the Trustee, the District, the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

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except as enforcement thereof may be affected by bankruptcy and other similar laws relating to creditor's rights generally; and

(iv) an opinion of Bond Counsel for the District substantially to the effect that the signer is of the opinion that the Bonds of such Series are valid, binding and enforceable obligations of the District and, if such Series of Bonds are not Taxable Bonds, that interest thereon is excludable from gross income of the Owners under the income tax laws of the United States in effect on the date such Series of Bonds are delivered to their initial purchasers.

The Trustee shall be provided with reliance letters with respect to the opinions required in paragraphs (iii) and (iv) above. When the documents mentioned in subsections (i) through (iv) above shall have been received, and when the Bonds of such Series shall have been executed and authenticated as required by this Master Indenture, such Series of Bonds shall be delivered to, or upon the order of, the District, but only upon payment to the Trustee of the purchase price of such Series of Bonds, together with accrued interest, if any, thereon as set forth in a certificate of delivery and payment executed by the Chairman or Vice Chairman of the District.

Payment to the Trustee of the purchase price of a Series of Bonds upon its issuance shall be conclusive evidence upon which the Trustee can rely of satisfaction of the foregoing conditions.

To the extent not set forth in the Supplemental Indenture authorizing the issuance of a Series of Bonds, the proceeds (including accrued interest and any premium) of each Series of Bonds shall be applied as soon as practicable upon delivery thereof to the Trustee as follows:

- (i) the amount received as accrued interest on the Bonds, if any, shall be deposited to the credit of the Series Interest Account, and Capitalized Interest, if any, shall be deposited to the credit of the Series Interest Account;
- (ii) an amount equal to the Series Reserve Account Requirement, if applicable, or the initial cost of satisfying the Series Reserve Account Requirement if not satisfied by the deposit of eash, shall be deposited to the credit of the Series Reserve Account; and
- (iii) the balance shall be deposited and applied as provided for in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

Section 208. Temporary Bonds. Pending delivery of definitive Bonds, there may be executed, authenticated, and delivered to the Owners thereof, in lieu of definitive Bonds and subject to the same limitations and conditions except as to identifying numbers, temporary printed, engraved, lithographed or typewritten Bonds in Authorized Denominations, substantially of the tenor set forth in the Bond form to be set forth in the Supplemental Indenture authorizing such Series of Bonds. The District shall cause definitive Bonds to be prepared and to be executed, endorsed, registered and delivered to the Trustee, and the Trustee, upon presentation to it of any temporary Bond, shall cancel the same or cause the same to be canceled and cause to be authenticated and delivered, in exchange therefor, at the place designated by the Owner, without expense to the Owner, definitive Bonds of the same Series and in the same aggregate principal amount, maturing on the same date and bearing interest or yield to maturity at the same rate as the temporary Bond surrendered. Until so exchanged, the temporary Bonds shall in all respects

Section 206. Special Obligations. Each Series of Bonds shall be a special and direct obligation of the District. Neither the Bonds nor the interest and premium, if any, payable thereon shall constitute a general obligation or general indebtedness of the District within the meaning of the Constitution and laws of Florida. The Bonds and the interest and premium, if any, payable thereon do not constitute either a pledge of the full faith and credit of the District or a lien upon any property of the District other than as provided herein or in the Supplemental Indenture authorizing the issuance of such Series of Bonds. No Owner or any other person shall ever have the right to compel the exercise of any ad valorem taxing power of the District or any other public authority or governmental body to pay Debt Service or to pay any other amounts required to be paid pursuant to this Master Indenture, any Supplemental Indenture, or the Bonds. Rather, Debt Service and any other amounts required to be paid pursuant to this Master Indenture, any Supplemental Indenture, any Supplemental Indenture, or the Bonds, shall be payable solely from, and shall be secured solely by, the Series Pledged Revenues and the Series Pledged Funds pledged to such Series of Bonds, all as provided herein and in such Supplemental Indenture.

Section 207. Authorization of Bonds. There shall be issued from time to time in Series, under and secured by this Master Indenture, Bonds without limitation as to aggregate principal amount for the purposes of: (i) paying all or part of the Cost of a Project or Projects or refunding an Outstanding Series of Bonds or any portion thereof; (ii) depositing the Series Reserve Account Requirement to the Series Reserve Account for such Series of Bonds; (iii) paying the costs and expenses of issuing such Series of Bonds and (iv) undertaking other acts permitted by the Act.

Each Series of Bonds, upon initial issuance thereof, shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of the following:

- (i) an executed and attested original or certified copy of this Master Indenture;
- (ii) an executed and attested original or certified copy of the Supplemental Indenture fixing the amount of and security for the Series of Bonds authorized to be issued thereby and establishing, among other things, the dates on which, and the amounts in which, such Series of Bonds will mature (provided that the final maturity date of such Series of Bonds shall be not later than permitted by the Act with respect to such Series of Bonds), designating the Paying Agent and Bond Registrar, fixing the Amortization Installments, if any, for the Term Bonds of such Series, awarding the Series of Bonds, specifying the interest rates or the method for calculating such interest rates with respect to such Series of Bonds, specifying the redemption provisions and prices thereupon, specifying other details of such Series of Bonds, and directing the delivery of such Series of Bonds to or upon the order of the initial purchaser thereof upon payment of the purchase price therefor set forth in such Supplemental Indenture;
- (iii) an opinion of counsel for the District substantially to the effect that the signer is of the opinion that this Master Indenture and the Supplemental Indenture relating to such Series of Bonds have been duly and validly authorized in accordance with the terms hereof and of the Act, and have been duly approved and adopted, that the issuance of such Series of Bonds has been duly authorized, and that this Master Indenture and the Supplemental Indenture constitute binding obligations of the District, enforceable against the District in accordance with their terms

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be entitled to the same benefits of this Master Indenture and any Supplemental Indenture as the definitive Bonds to be issued hereunder.

Section 209. Mutilated, Destroyed or Lost Bonds. If any Bonds become mutilated or destroyed or lost, the District may cause to be executed, and the District may cause to be delivered, a new Bond in substitution therefor upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, and upon payment by the Owner of the reasonable expenses and charges of the District and the Trustee in connection therewith and, in the case of a Bond destroyed or lost, upon the Owner filing with the Trustee evidence satisfactory to it that such Bond was destroyed or lost and of his or her ownership thereof, and upon furnishing the District and the Trustee with indemnity satisfactory to them.

Section 210. Pari Passu Obligations Under Credit Agreements. As may be provided for or required in any Supplemental Indenture, the District may incur financial obligations under a Letter of Credit Agreement or a Liquidity Agreement payable pari passu with respect to the lien on the Trust Estate pledged to a Series of Bonds issued under this Master Indenture and a Supplemental Indenture, without meeting any financial test or requirement set forth in this Master Indenture or the corresponding Supplemental Indenture, but only if the Letter of Credit Agreement or Liquidity Agreement supports a related Series of Bonds then being issued which does meet such tests or requirements.

Section 211. Bond Anticipation Notes. Whenever the District shall authorize the issuance of a Series of Bonds, the District may by resolution authorize the issuance of Bond Anticipation Notes in anticipation of the sale of such authorized Series of Bonds in a principal amount not exceeding the principal amount of such Series. The aggregate principal amount of Bonds of such Series and all other Bonds previously authenticated and delivered to pay the Cost of the Series Project or Projects for which the proceeds of the Bond Anticipation Notes will be applied shall not exceed such Cost. The interest on such Bond Anticipation Notes may be payable out of the related Series Interest Account to the extent provided in the resolution of the District authorizing such Bond Anticipation Notes. The principal of and interest on such Bond Anticipation Notes are issued. The proceeds of sale of Bond Anticipation of which such Bond Anticipation Notes are issued. The proceeds of sale of Bond Anticipation Notes are issued. The proceeds of sale of Bond Anticipation Notes are authorized and shall be deposited in the appropriate Fund or Account established by the Indenture for such purposes; provided, however, that the resolution or resolutions authorizing such Bond Anticipation Notes may provide for the payment of interest on such Bond Anticipation Notes from the proceeds of sale of such Bond Anticipation Notes and for the deposit, in the related Series Interest Account. In the event that the District adopts a resolution authorizing the issuance of Bond Anticipation Notes, the District will promptly furnish to the Trustee a copy of such resolution, certified by an Authorized Officer, together with such information with respect to such Bond Anticipation Notes as the Trustee may reasonably request, including, without limitation, information as to the paying agent or agents for such Bond Anticipation Notes unless specifically so authorized by the resolution of the District authorizing the issuance of such Bond Anticipation Notes unless

Section 212. Tax Status of Bonds. Any Series of Bonds issued under this Master Indenture either (i) may be issued as Tax Exempt Bonds, or (ii) may be issued as Taxable Bonds. The intended tax status of any Series of Bonds to be issued may be referenced in any Supplemental Indenture authorizing the issuance of such Series of Bonds.

Section 213. Qualification for the Depository Trust Company. To the extent provided in a Supplemental Indenture or authorized and directed by a Resolution of the District 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, telecopy 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 Participants, 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. 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.

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

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entitled to receive a new Bond or Bonds of such Series in the aggregate principal amount of the unredeemed balance of the principal amount of such Bond. New Bonds of such Series representing the unredeemed balance of the principal amount shall be issued to the Owner thereof without any charge therefor. If the Owner of any Bond of a denomination greater than the unit of principal amount to be redeemed shall fail to present such Bond to the Paying Agent for payment in exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the unit or units of principal amount called for redemption.

Subject to the provisions of Section 506(b) hereof, the District may purchase a Bond or Bonds of a Series in the open market at a price no higher than the highest redemption price (including premium) for the Bond to be so purchased with any funds legally available therefor and any such Bonds so purchased shall be credited to the amounts otherwise required to be deposited for the payment of Bonds of such Series as provided in Section 506(b) hereof or as otherwise provided in the Supplemental Indenture relating to such Series.

Section 302. Notice of Redemption; Procedure for Selection. The District shall establish each redemption date, other than in the case of a mandatory redemption, in which case to Trustee shall establish the redemption date, and the District or the Trustee, as the case may be, shall notify the Bond Registrar in writing of such redemption date on or before the forty-fifth (45th) day next preceding the date fixed for redemption date on or before the forty-fifth (45th) day next preceding the date fixed for redemption, which notice shall set forth the terms of the redemption and the aggregate principal amount of Bonds so to be redeemed. Except as provided below, notice of redemption shall be given by the Bond Registrar not less than thirty (30) nor more than forty-five (45) days prior to the date fixed for redemption by first-class mail, postage prepaid, to any Paying Agent for the Bonds to be redeemed and to the registered Owner of each Bond to be redeemed, at the address of such registered Owner on the registration books maintained by the Bond Registrar (and, for any Owner of \$1,000,000 or more in the principal amount of Bonds, to one additional address if written request therefor is provided to the Bond Registrar prior to the Record Date); and a second notice of redemption shall be sent by registered or certified mail at such address to any Owner who has not submitted his Bond to the Paying Agent for payment on or before the date sixty (60) days following the date fixed for redemption of such Bond, in each case stating: (i) the numbers of the Bonds to be redeemed, by giving the individual certificate numbers of each Bond to be redeemed or stating that all Bonds between two stated certificates numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption); (ii) the CUSIP numbers of all Bonds being redeemed; (iii) in the case of a partial redemption of Bonds, the principal amount of each Bond being redeemed; (iii) in the case of a partial redemption of

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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. 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 bookentry 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 corporate trust office of the Trustee.

### ARTICLE III REDEMPTION OF BONDS

Section 301. Redemption Generally. The Bonds of any Series shall be subject to redemption, either in whole on any date or in part on any Interest Payment Date, and at such times, in the manner and at such prices, as may be provided by the Supplemental Indenture authorizing the issuance of such Series of Bonds. The District shall provide written notice to the Trustee of any optional redemption on or before the forty-fifth (45th) day next preceding the date to be fixed for such optional redemption. Notwithstanding any other provision of this Master Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

Unless otherwise provided in the Supplemental Indenture relating to a Series of Bonds, if less than all of the Bonds of any one maturity of a Series shall be called for redemption, the particular Bonds of a Series to be redeemed shall be selected by lot in such reasonable manner as the Bond Registrar in its discretion may determine. The portion of any Series of Bonds to be redeemed shall be in an Authorized Denomination and, in selecting the Bonds of such Series to be redeemed, the Bond Registrar shall treat each such Bond as representing that number of Bonds of such Series which is obtained by dividing the principal amount of such Bond by an Authorized Denomination (such amount being hereafter referred to as the "unit of principal amount").

If it is determined that one or more, but not all, of the units of principal amount represented by any such Bond is to be called for redemption, then upon notice of intention to redeem such unit or units of principal amount as provided below, the registered Owner of such Bond, upon surrender of such Bond to the Paying Agent for payment to such registered Owner of the redemption price of the unit or units of principal amount called for redemption, shall be

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Any required notice of redemption also shall be sent by registered mail, overnight delivery service, telecopy or other secure means, postage prepaid, to any Owner of \$1,000,000 or more in aggregate principal amount of Bonds to be redeemed, to certain municipal registered securities depositories in accordance with the then-current guidelines of the Securities and Exchange Commission which are known to the Bond Registrar to be holding Bonds thirty-two (32) days prior to the redemption date, and to EMMA or the then current repositories established by the MSRB, when possible, at least thirty (30) days prior to the redemption date; provided that neither failure to send or receive any such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Failure to give notice by mailing to the Owner of any Bond designated for redemption or to any depository or information service shall not affect the validity of the proceedings for the redemption of any other Bond.

Section 303. Effect of Calling for Redemption. On the date designated for redemption of any Bonds, notice having been filed and mailed in the manner provided above and conditions, if any, to redemption being satisfied or waived, the Bonds called for redemption shall be due and payable at the redemption price provided for the redemption of such Bonds on such date and, moneys for payment of the redemption price being held in a separate account by the Paying Agent in trust for the Owners of the Bonds to be redeemed, interest on the Bonds called for redemption shall cease to be entitled to any benefit under this Master Indenture, and the Owners of such Bonds shall have no rights in respect thereof, except to receive payment of the redemption price thereof, and interest, if any, accrued thereon to the redemption date, and such Bonds shall no longer be deemed to be Outstanding.

Section 304. Cancellation. Bonds called for redemption shall be canceled upon the surrender thereof.

### ARTICLE IV ACQUISITION AND CONSTRUCTION FUND

Section 401. Acquisition and Construction Fund. There is created and established by Section 502 hereof a fund designated as the "Acquisition and Construction Fund" which shall be held by the Trustee and to the credit of the Series Acquisition and Construction Accounts there shall be deposited the amounts specified in the Supplemental Indenture relating to such Series of Bonds.

Section 402. Payments From Acquisition and Construction Fund. Payments of the Cost of constructing and acquiring a Series Project shall be made from the Acquisition and Construction Fund as herein provided. All such payments shall be subject to the provisions and restrictions set forth in this Article and in Article V hereof, and the District covenants that it will not request any sums to be paid from the Acquisition and Construction Fund except in accordance with such provisions and restrictions. Moneys in 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

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transfer to an account specified by the payee upon satisfaction of the conditions for disbursement set forth in Section 503(b) bereof.

Section 403. Cost of Project. For the purposes of this Master Indenture, the Cost of the Series Project shall include, without intending thereby to limit or to restrict or expand any proper definition of such cost under the Act, other applicable provisions of Florida law, or this Master Indenture, the following:

- (i) Expenses of Bond Issuance. All expenses and fees relating to the issuance of the Bonds, including, but not limited to, initial Credit and Liquidity Facility fees and costs, attorneys' fees, underwriting fees and discounts, the Trustee's acceptance fees, expenses and Trustee's counsel fees and costs, rating agency fees, fees of financial advisors, engineer's fees and costs, administrative expenses of the District, the costs of preparing audits and engineering reports, the costs of preparing reports, surveys, and studies, and the costs of printing the Bonds and preliminary and final disclosure documents.
- (ii) Accrued and Capitalized Interest. Any interest accruing on the Bonds from their date through the first Interest Payment Date received from the proceeds of the Bonds (to be deposited into the related Series Interest Account) and Capitalized Interest (to be deposited into the related Series Interest Account or Capitalized Interest Account) as may be authorized or provided for by a Supplemental Indenture related to a Series of Bonds. Notwithstanding the deposit of Capitalized Interest into the related Series Capitalized Interest Account or Interest Account, Capitalized Interest shall also include any amount directed by the District to the Trustee in writing to be withdrawn from the related Series Acquisition and Construction Account and deposited into such Capitalized Interest Account or Interest Account, provided that such direction includes a certification that such amount represents earnings on amounts on deposit in the related Series Acquisition and Construction Account, and that, after such deposit, the amount on deposit in such Acquisition and Construction Account, together with earnings thereon will be sufficient to complete the related Series Project which is to be funded from such Acquisition and Construction Account.
- (iii) Acquisition Expenses. The costs of acquiring, by purchase or condemnation, all of the land, structures, improvements, rights-of-way, franchises, easements, plans and specifications and similar items and other interests in property, whether real or personal, tangible or intangible, which themselves constitute the Series Project or which are necessary or convenient to acquire, install and construct the Series Project and payments, contributions, dedications, taxes, assessments or permit fees or costs and any other exactions required as a condition to receive any government approval or permit necessary to accomplish any District purpose.
- (iv) Construction Expense. All costs incurred including interest charges, for labor and materials, including equipment, machinery and fixtures, by contractors, builders, and materialmen in connection with the acquisition, installation and construction of the Series Project, and including without limitation costs incident to the award of contracts.
- (v) Other Professional Fees and Miscellaneous Expenses. All legal, architectural, engineering survey, and consulting fees, as well as all financing charges, taxes, insurance

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### ARTICLE V ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

Section 501. Lien. There is hereby irrevocably pledged for the payment of the Bonds of each Series issued hereunder, subject only to the provisions of this Master Indenture and any Supplemental Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Master Indenture and any such Supplemental Indenture with respect to each Series of Bonds, the Trust Estate; provided, however, that unless otherwise specifically provided herein or in a Supplemental Indenture relating to a Series of Bonds with respect to the Trust Estate securing such Series of Bonds, the Pledged Funds and Pledged Revenues securing a Series of Bonds shall secure only such Series of Bonds and shall not secure any other Bonds or Series of Bonds.

The foregoing pledge shall be valid and binding from and after the date of initial delivery of the Bonds and the proceeds of sale of the Bonds and all the moneys, securities and funds set forth in this Section 501 shall immediately be subject to the lien of the foregoing pledge, which lien is hereby created, without any physical delivery thereof or further act. Such lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the District or the Trustee, irrespective of whether such parties have notice thereof. Such lien shall be prior and superior to all other liens now existing or hereafter created.

Section 502. Establishment of Funds and Accounts. The following funds and accounts are hereby established and shall be held by the Trustee:

- (a) Acquisition and Construction Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Acquisition and Construction Account and a Series Costs of Issuance Account for each Series of Bonds issued hereunder;
- (b) Revenue Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Revenue Account for each Series issued hereunder;
- (c) Debt Service Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Debt Service Account and within such Series Debt Service Account.
  - (i) a Series Interest Account,
  - (ii) a Series Principal Account,
  - (iii) a Series Sinking Fund Account,
  - (iv) a Series Redemption Account and therein a Prepayment Subaccount and an Optional Redemption Subaccount, and
    - (v) a Capitalized Interest Account

premiums, and miscellaneous expenses, not specifically referred to in this Master Indenture that are incurred in connection with the acquisition and construction of the Series Project.

- Expenses of determining the feasibility or practicality of acquisition, construction, installation, or reconstruction.
- b) Costs of surveys, estimates, plans and specifications.
- c) Costs of improvements.
- d) Financing charges
- e) Creation of initial reserve and debt service funds.
- f) Working capital
- g) Amounts to repay temporary or bond anticipation notes or loans made to finance any costs permitted under the Act.
- h) 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 dispute.
- 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.
- i) Expenses of Project management and supervision.
- Costs of effecting compliance with any and all governmental permits relating to the Series Project.
- 1) Any other "cost" or expense as provided by the Act.
- (vi) Refinancing Costs. All costs described in (i) through (v) above or otherwise permitted by the Act associated with refinancing or repaying any loan or other debt obligation, of the District.

Section 404. Disposition of Balances in Acquisition and Construction Fund. On the Date of Completion of a Series Project, the balance in the related Series Acquisition and Construction Account not reserved for the payment of any remaining part of the Cost of the Series Project shall be transferred by the Trustee to the credit of the Series Redemption Account or as otherwise printed in the Supplemental Indenture, and used for the purposes set forth for such Account in the Supplemental Indenture relating to such Series of Bonds.

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for each such series of Bonds issued hereunder;

- (d) Reserve Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Reserve Account for each such Series of Bonds issued hereunder and any Bonds issued on a parity with any such Series of Bonds hereunder; and
- (e) Rebate Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Rebate Account for each such Series of Tax Exempt Bonds issued hereunder.

Notwithstanding the foregoing, the Supplemental Indenture authorizing any Series of Bonds may establish such other Series Accounts or dispense with the Series Accounts set forth above as shall be deemed advisable by the District in connection with such Series of Bonds.

### Section 503. Acquisition and Construction Fund.

- (a) Deposits. The District shall pay to the Trustee, for deposit into the related Acquisition and Construction Account in the Acquisition and Construction Fund, as promptly as practicable, the following amounts received by it:
- (1) the amount set forth in the Supplemental Indenture relating to such Series of Bonds;
- (2) subject to Section 806 hereof, payments made to the District from the sale, lease or other disposition of the Series Project or any portion thereof;
- $(3) \qquad \text{the balance of insurance proceeds with respect to the loss or destruction of the Series Project or any portion thereof; and }$ 
  - (4) such other amounts as may be provided in a Supplemental Indenture.

Amounts in such Acquisition and Construction Account shall be applied to the Cost of the Series Project; provided, however, that if any amounts remain in the Acquisition and Construction Account after the Date of Completion, and if such amounts are not reserved for payment of any remaining part of the Cost of the Series Project, such amounts shall be applied in the manner set forth in Section 404 above.

(b) Disbursements. Unless otherwise provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds, payments from a Series Acquisition and Construction Account shall be paid in accordance with the provisions of this subsection (b). Before any such payment shall be made, the District shall file with the Trustee a requisition in the form of Exhibit A hereto, signed by an Authorized Officer.

Upon receipt of each such requisition and accompanying certificate the Trustee shall promptly withdraw from the Series Acquisition and Construction Account 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 503(b).

- (c) Inspection. All requisitions and certificates received by the Trustee pursuant to this Article shall be retained in the possession of the Trustee, subject at all reasonable times to the inspection of the District, the Consulting Engineer, the Owner of any Bonds of the related Series, and the agents and representatives thereof.
- (d) Completion of Series Project. On the Date of Completion, the balance in the Acquisition and Construction Account not reserved by the District for the payment of any remaining part of the Cost of acquiring or constructing the Series Project shall be applied in accordance with the provisions of Section 404 hereof.
- Section 504. Revenue Fund and Series Revenue Accounts. The District hereby covenants and agrees that it will assess, impose, establish and collect the Pledged Revenues with respect to each Series of Bonds in amounts and at times sufficient to pay, when due, the principal of, premium, if any, and interest on such Series of Bonds. The District hereby covenants and agrees to immediately deposit upon receipt of all such Pledged Revenues (except Prepayments which shall be identified as such and deposited into the Prepayment Account), when received, into the related Series Revenue Account and to immediately deposit all Prepayments, when received, into the related Series Redemption Account, unless otherwise provided for in the Supplemental Indenture relating to a Series of Bonds.

#### Section 505. Debt Service Fund and Series Debt Service Account.

- (a) Principal, Maturity Amount, Interest and Amortization Installments. On the Business Day preceding each Interest Payment Date on the Bonds, the Trustee shall withdraw from the Series Revenue Account and, from the amount so withdrawn, shall make the following deposits in the following order of priority:
- (i) to the credit of the related Series Interest Account, an amount which, together with other amounts, if any, then on deposit therein will equal the amount of interest payable on the Bonds of such Series on such Interest Payment Date;
- (ii) to the related Series Principal Account, an amount which, together with other amounts, if any, then on deposit therein will equal the principal amount, if any, payable with respect to Serial Bonds of such Series on such Interest Payment Date;
- (iii) in each Bond Year in which Term Bonds of such Series are subject to mandatory redemption from Amortization Installments, to the related Series Sinking Fund Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the Amortization Installment payable on the Term Bonds of such Series on such Interest Payment Date:
- (iv) in each Bond Year in which Capital Appreciation Bonds of such Series mature to the related Series Principal Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the Maturity Amount payable with respect to the Capital Appreciation Bonds of such Series maturing on such Interest Payment Date;

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Bonds of such Series, the Maturity Amount of Capital Appreciation Bonds of such Series and to redeem Term Bonds of such Series that are subject to mandatory redemption from Amortization Installments, as the case may be.

- (e) Series Redemption Account. Moneys representing Prepayments on deposit in a Series Redemption Account to the full extent of a multiple of an Authorized Denomination shall unless otherwise provided in the Supplemental Indenture relating to such Series of Bonds, be used by the Trustee to redeem Bonds of such Series on the earliest date on which such Bonds are permitted to be called without payment of premium by the terms hereof (including extraordinary or extraordinary mandatory redemption) and of the Supplemental Indenture relating to such Series of Bonds. Such redemption shall be made pursuant to the provisions of Article III. The District shall pay all expenses incurred by the Trustee and Paying Agent in connection with such redemption. Moneys other than from Prepayments shall be held and applied in a Series Redemption Account as provided in Section 506(a) hereof.
- (f) Payment to the District. When no Bonds of a Series remain Outstanding, and after all expenses and charges herein and in the related Supplemental Indenture required to be paid have been paid as certified to the Trustee in writing by an Authorized Officer, and after all amounts due and owing to the Trustee have been paid in full, the Trustee shall pay any balance in the Series Accounts for such Series of Bonds to the District upon the written direction of an Authorized Officer, free and clear of any lien and pledge created by this Master Indenture; provided, however, that if an Event of Default has occurred and is continuing in the payment of the principal or Maturity Amount of, or interest or premium on the Bonds of any other Series, the Trustee shall pay over and apply any such excess pro rata (based upon the ratio of the aggregate principal amount of such Series to the aggregate principal amount of all Series Outstanding and for which such an Event of Default has occurred and is continuing) to each other Series of Bonds for which such an Event of Default has occurred and is continuing.

### Section 506. Optional Redemption.

- (a) Excess Amounts in Series Redemption Account. The Trustee shall, but only at the written direction of an Authorized Officer on or prior to the forty-fifth (45th) day preceding the date of redemption, call for redemption on each Interest Payment Date on which Bonds are subject to optional redemption, from moneys on deposit in a Series Redemption Account such amount of Authorized Denominations of Bonds of such Series then subject to optional redemption as, with the redemption premium, if any, will exhaust such amount as nearly as may be practicable. Such redemption shall be made pursuant to the provisions of Article III. The District shall pay all expenses incurred by the Trustee and Paying Agent in connection with such redemption.
- (b) Purchase of Bonds of a Series. The District may purchase Bonds of a Series then Outstanding at any time, whether or not such Bonds shall then be subject to redemption, at the most advantageous price obtainable with reasonable diligence, having regard to maturity, option to redeem, rate and price, such price not to exceed the principal of such Bonds plus the amount of the premium, if any, which would be payable on the next redemption date to the Owners of such Bonds under the provisions of this Master Indenture and the Supplemental Indenture pursuant to which such Series of Bonds was issued if such Bonds were called for

- (v) to the credit of the Series Reserve Account, an amount, if any, which, together with the amount then on deposit therein, will equal the Series Reserve Account Requirement; and
- (vi) to the credit of the Series Rebate Account the Rebate Amount, if any, required to be deposited therein pursuant to the Supplemental Indenture related to a Series of Tax Exempt Bonds.

Notwithstanding the foregoing, so long as there are moneys on deposit in the related Series Capitalized Interest Account on the date required for any transfer into the Series Interest Account as set forth above, the Trustee shall, prior to making any transfer into the related Series Interest Account from the related Series Revenue Account, transfer to the related Series Interest Account from the related Series Capitalized Interest Account, the lesser of the interest on such Series of Bonds coming due on the next succeeding Interest Payment Date or the amount remaining on deposit in the related Series Capitalized Interest Account.

- (b) Disposition of Remaining Amounts on Deposit in Series Revenue Account. The District shall authorize the withdrawal, from time to time, from the Series Revenue Account an amount sufficient to gay the fees and charges of the Trustee, Bond Registrar, and Paying Agent, when due. Subject to the provisions of Section 604 hereof, if (i) the amount on deposit in the Series Interest Account, Series Principal Account, and Series Redemption Account in each Bond year equals the interest payable on the Bonds of such Series such Bond Year, the principal amount of Serial Bonds payable in such Bond Year the Maturity Amount of all Capital Appreciation Bonds due in such Bond Year and the Amortization Installment required to be paid into the Series Redemption Account in such Bond Year, and (ii) any amounts remain in the Series Revenue Account, then, such amounts shall, at the written direction of the District, be applied to pay the commissions, fees, costs and any other charges of the Tax Collector and the Property Appraiser, or, if such commissions, fees, costs, or other charges have been paid by the District, then to reimburse the District for such payment upon written request of an Authorized Officer. If, after such amounts have been withdrawn, paid and provided for as provided above, any amounts remain in the Series Revenue Account, such amounts shall be disbursed to the District on written request of an Authorized Officer, such amounts shall be disbursed to the District on written request of an Authorized Officer was an applied to pay the operating and administrative costs and expenses of the District. After making the payments provided for in this subsection (b), the balance, if any, remaining in the Series Revenue Account shall be retained therein, or, at the written direction of an Authorized Officer to the Trustee, transferred into the Series Redemption Account.
- (c) Series Reserve Account. Moneys held for the credit of a Series Reserve Account shall be used for the purpose of paying (i) interest or principal or Amortization Installment or Maturity Amount on the Bonds of the related Series whenever amounts on deposit in the Series Debt Service Account shall be insufficient for such purpose and (ii) amounts owed under Section 604 hereof.
- (d) Series Debt Service Account. Moneys held for the credit of a Series Principal Account and Series Interest Account in a Series Debt Service Account shall be withdrawn therefrom by the Trustee and transferred by the Trustee to the Paying Agent in amounts and at times sufficient to pay, when due, the interest on the Bonds of such Series, the principal of Serial

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redemption on such date. Before making each such purchase, the District shall file with the Trustee a statement in writing directing the Trustee to pay the purchase price of the Bonds of such Series so purchased upon their delivery and cancellation, which statement shall set forth a description of such Bonds, the purchase price to be paid therefor, the name of the seller and the place of delivery of the Bonds. The Trustee shall pay the interest accrued on such Bonds to the date of delivery thereof from the related Series Interest Account and the principal portion of the purchase price of Serial Bonds from the related Series Principal Account, but no such purchase shall be made after the Record Date in any Bond Year in which Bonds have been called for redemption. To the extent that insufficient moneys are on deposit in a related Series Interest Account to pay the accrued interest portion of the purchase price of any Bonds or in a related Series Principal Account to pay the principal amount of the purchase price of any Serial Bond, the Trustee shall transfer into such Accounts from the related Series Revenue Account sufficient moneys to pay such respective amounts. In the event that there are insufficient moneys on moneys to pay such respective amounts. In the event hat there are installed moneys of the purchase price of any Term Bonds, the Trustee may, at the written direction of the District, transfer moneys into such related Series Principal Account from the related Series Revenue Account to pay the principal amount of such purchase price, but only in an amount no greater than the Amortization Installment related to such Series of Bonds coming due in the current Bond Year calculated after giving effect to any other purchases of Term Bonds during such Bond Year. The Trustee may pay the principal portion of the purchase price of Bonds from the related Series Redemption Account, but only upon delivery of written instructions from an Authorized Officer to the Trustee by the District accompanied by a certificate of an Authorized Officer: (i) stating that sufficient moneys are on deposit in the Redemption Account to pay the purchase price of such Bonds; (ii) setting forth the amounts and maturities of Bonds of such Series which are to be redeemed from such amounts; and (iii) containing cash flows which demonstrate that, after giving effect to the purchase of Bonds in the amounts and maturities set forth in clause (ii) above, the Pledged Revenues to be received by the District in the current and each succeeding Bond Year will be sufficient to pay the principal, Maturity Amount and Amortization Installments of an interest on all Bonds of such Series. The Trustee may pay the principal portion of the purchase price of any Term Bonds from the related Series Principal Account, but only Term Bonds of a maturity having Amortization Installments in the current Bond Year and in the principal amount no greater than the Amortization Installment related to such Series of Bonds coming due in the current Bond Year (calculated after giving effect to any other purchases of Term Bonds during such Bond Year). The Trustee may pay the principal portion of the purchase price of Term Bonds having maturities different from or in amounts greater than set forth in the next preceding sentence from amounts on deposit in the related Series Principal Account and the Trustee may transfer moneys from the related Series Revenue Account to the related Series Principal Account for such purpose, but only upon delivery of written instructions from an Authorized Officer to the Trustee accompanied by a certificate of an Authorized Officer: (i) stating that sufficient moneys are on deposit in the Series Principal Account, after giving effect to any transfers from the related Series Revenue Account, to pay the principal portion of the purchase price of such Term Bonds; (ii) setting forth the amounts and maturities of Term Bonds of such Series which are to be redeemed from such amounts and the Amortization Installments against which the principal amount of such purchases are to be credited; and (iii) containing cash flow which demonstrate that, after giving effect to the purchase of Term Bonds in the amounts and having the maturities and with the credits against Amortization

Installments set forth in clause (ii) above and any transfers from the related Series Revenue Account, the Pledged Revenues to be received by the District in the current and in each succeeding Bond Year will be sufficient to pay the principal, Maturity Amount and Amortization Installments of and interest on all Bonds of such Series. If any Bonds are purchased pursuant to this Subsection (b), the principal amount of the Bonds so purchased shall be credited as follows:

- (i) if the Bonds are to be purchased from amounts on deposit in the Prepayment Subaccount of a Series Redemption Account, against the principal coming due or Amortization Installments set forth in the certificate of the Authorized Officer accompanying the direction of the District to effect such purchase; or
- (ii) if the Bonds are Term Bonds of a Series, against the Amortization Installment for Bonds of such Series first coming due in the current Bond Year, or, if such Term Bonds so purchased are to be credited against Amortization Installments coming due in any succeeding Bond Year, against the Amortization Installments on Term Bonds of such Series maturing on the same date and designated in the certificate of the Authorized Officer accompanying the direction of the District to effect such purchase; or
- (iii) against the principal or Maturity Amount of Serial Bonds coming due on the maturity date of such Serial Bond.

### Section 507. Rebate Fund and Series Rebate Accounts.

- (a) Creation. There is hereby created and established a Rebate Fund, and within the Rebate Fund a Series Rebate Account for each Series of Tax Exempt Bonds. Moneys deposited and held in the Rebate Fund shall not be subject to the pledge of this Master Indenture.
- (b) Payment to United States. The Trustee shall pay to the District upon written request of the District, the Rebate Amount required to be paid to the United States at the times, in the manner and as calculated in accordance with the Supplemental Indenture related to a Series of Tax Exempt Bonds. The Trustee shall have no responsibility for computation of the Rebate Amount and instead the District shall cause the Rebate Amount to be calculated by the Rebate Analyst and shall cause the Rebate Analyst to deliver such computation to the Trustee as provided in the Supplemental Indenture related to a Series of Tax Exempt Bonds but before the date of any required payment of the Rebate Amount to the Internal Revenue Service. The fees of, and expenses incurred by, the Rebate Analyst in computing the Rebate Amount shall be paid by the District, which amount shall be treated as administrative and operating expenses of the District payable or reimbursable from the Series Revenue Account in accordance with Section 505(b) hereof.
- (c) Deficiencies. If the Trustee does not have on deposit in the Series Rebate Account sufficient amounts to make the payments required by this Section, the District shall pay, from any legally available source, the amount of any such deficiency to the United States as in paragraph (b) above provided the Trustee shall have no obligation to pay such amounts from its own funds.
- (d) Survival. The covenants and agreements of the District in this Section 507 and Section 809, and, any additional covenants related to compliance with provisions necessary in

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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 a Series Reserve Account, obligations in which money in such Account 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 hus calculated by the number of days having passed since such purchase; and (1) in the case of an obligation purchased at a premium by deducting the product thus obtained from the purchase price, and (2) in the case of an obligation purchased at a discount by adding the product thus obtained to the purchase price.

Section 509. Deficiencies and Surpluses in Funds. For purposes of this Section: (a) a "deficiency" shall mean, in the case of a Series Reserve Account, that the amount on deposit therein is less than the Series Reserve Account Requirement (but only after the Bond Year in which the amount on deposit therein is less than the Series Reserve Account Requirement (but only after the Bond Year in which the amount on deposit therein first equals the Series Reserve Account Requirement), and (b) a "surplus" shall mean in the case of a Series Reserve Account, that the amount on deposit therein is in excess of the applicable Series Reserve Account Requirement.

At the time of any withdrawal from a Series Reserve Account that results in a deficiency therein, the Trustee shall promptly notify the District of the amount of any such deficiency and the Trustee shall withdraw the amount of such deficiency from the related Series Revenue Account, and, if amounts on deposit therein are insufficient therefor, the District shall pay the amount of such deficiency to the Trustee, for deposit in such Series Reserve Account, from the first legally available sources of the District.

The Trustee, as of the close of business on the last Business Day in each Bond Year, after taking into account all payments and transfers made as of such date, shall compute, in the manner set forth in Section 508(d), the value of the Series Reserve Account and shall promptly notify the District of the amount of any deficiency or surplus as of such date in such Series Reserve Account. The District shall immediately pay the amount of any deficiency to the Trustee, for deposit in the Series Reserve Account, from any legally available sources of the District. The Trustee, as soon as practicable after such computation, shall deposit any surplus, at the direction of an Authorized Officer, to the credit of the Series Redemption Account or the Series Principal Account.

Section 510. Investment Income. Unless provided otherwise in a Supplemental Indenture, earnings on Investments in a Series Acquisition and Construction Account, a Series Interest Account and a Series Revenue Account shall be deposited, as realized, to the credit of such Series Account and used for the purpose of such Account. Unless provided in a Supplemental Indenture, earnings on investments in a Series Principal Account and Redemption Account shall be deposited, as realized, to the credit of such Series Interest Account and used for the purpose of such Account.

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order to preserve the exclusion of interest on the Bonds of a Series from gross income for Federal income tax purposes shall survive the defeasance of the Bonds of such Series in accordance with Article XII hereof.

Section 508. Investment of Funds and Accounts. Unless otherwise provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, moneys held for the credit of the Series Accounts shall be invested as hereinafter in this Section 508 provided.

- (a) Series Acquisition and Construction Account, Revenue Account and Debt Service Account. Moneys held for the credit of a Series Acquisition and Construction Account, the Series Revenue Account, and the Series Debt Service Account shall, as nearly as may be practicable, be continuously invested and reinvested by the Trustee in Investment Obligations as directed in writing by an Authorized Officer, which Investment Obligations shall mature, or shall be subject to redemption by the holder thereof at the option of such holder, not later than the respective dates, as estimated by an Authorized Officer, when moneys held for the credit of each such Series Account will be required for the purposes intended.
- (b) Series Reserve Account. Moneys held for the credit of a Series Reserve Account shall be continuously invested and reinvested by the Trustee in Investment Obligations as directed in writing by an Authorized Officer.
- (c) Investment Obligations as a Part of Funds and Accounts. Investment Obligations purchased as an investment of moneys in any Fund or Account shall be deemed at all times to be a part of such Fund or Account, and the interest accruing thereon and profit realized from such investment shall be credited as provided in Section 510 hereof. Any loss resulting from such investment shall be charged to such Fund or Account. The foregoing notwithstanding, for purposes of investment and to the extent permitted by law, amounts on deposit in any Fund or Account may be commingled for purposes of investment, provided adequate care is taken to account for such amounts in accordance with the prior sentence. The Trustee may, upon the written direction of an Authorized Officer, transfer investments within such Funds or Accounts without being required to sell such investments. The Trustee shall sell at the best price obtainable or present for redemption any obligations so purchased whenever it shall be necessary so to do in order to provide moneys to meet any payment or transfer from any such Fund or Account. The Trustee shall not be liable or responsible for any loss resulting from any such investment or for failure to make an investment (except failure to make an investment in accordance with the written direction of an Authorized Officer) or for failure to achieve the maximum possible earnings on investments. The Trustee shall have no obligation to invest funds without written direction from an Authorized Officer.
- (d) Valuation. In computing the value of the assets of any Fund or Account, investments and earnings thereon shall be deemed a part thereof. The Trustee shall value the assets in each of the Funds and Accounts established hereunder as of September 30 of each Fiscal Year, 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 District a report of the status of each Fund and Account as of the valuation date. For the purpose of determining the amount on deposit the credit of any Fund or Account established hereunder, with the exception of a Series Reserve Account, obligations in which money in such Fund or Account shall have been invested shall be

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Earnings on investments in a Series Reserve Account shall unless otherwise therein provided in a Supplemental Indenture be disposed of as follows:

- (a) if there was no deficiency (as defined in Section 509 above) in the Series Reserve Account as of the most recent date on which amounts on deposit in the Series Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series Reserve Account since such date, then earnings on investments in the Series Reserve Account shall be deposited, as realized, in the Series Revenue Account.
- (b) if as of the last date on which amounts on deposit in the Series Reserve Account were valued by the Trustee there was a deficiency (as defined in Section 509 above) in the Series Reserve Account, or if after such date withdrawals have been made from the Series Reserve Account and have created such a deficiency, then earnings on investments in the Series Reserve Account shall be deposited to the credit of the Series Reserve Account until the amount on deposit therein equals the Series Reserve Account Requirement and thereafter shall be deposited to the Series Revenue Account.
- Section 511. Cancellation of the Bonds. All Bonds paid, redeemed or purchased, either at or before maturity, shall be canceled upon the payment, redemption or purchase of such Bonds. All Bonds canceled under any of the provisions of this Master Indenture shall be destroyed by the Paying Agent, which shall execute a certificate in duplicate describing the Bonds so destroyed. One executed certificate shall be filled with the Trustee and the other executed certificate shall be retained by the Paying Agent.

#### ARTICLE VI CONCERNING THE TRUSTEE

- Section 601. 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, to all of which the parties hereto and the Owners agree. The Trustee shall have only those duties expressly set forth herein, and no duties shall be implied against the Trustee.
- Section 602. No Responsibility for Recitals. The recitals, statements and representations in this Master Indenture, in any Supplemental Indenture or in the Bonds, save only the Trustee's authentication certificate, if any, upon the Bonds, have been made by the District and not by the Trustee; and the Trustee shall be under no responsibility for the correctness thereof.
- Section 603. Trustee May Act Through Agents; Answerable Only for Willful Misconduct or Gross 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, and the Trustee shall not be answerable for the default or misconduct of any attorney, agent or employee selected by it with reasonable care. In performance of its duties hereunder, the Trustee may rely on the advice of counsel and shall not be held liable for actions taken in reliance on the advice of counsel. The Trustee shall not be answerable for the exercise of any discretion or power under this Master Indenture or any

Supplemental Indenture nor for anything whatever in connection with the trust hereunder, except only its own gross negligence or willful misconduct.

Section 604. Compensation and Indemnity. The District shall pay the Trustee reasonable compensation for its services hereunder, and also all list reasonable expenses and disbursements, including the reasonable fees and expenses of Trustee's counsel, and to the extent permitted under Florida law shall indemnify the Trustee and hold the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder except with respect to its own negligence or misconduct. The Trustee shall have no duty in connection with its responsibilities hereunder to advance its own funds nor shall the Trustee have any duty to take any action hereunder without first having received indemnification satisfactory to it. If the District defaults in respect of the foregoing obligations, the Trustee may deduct the amount owing to it from any moneys received or held by the Trustee under this Master Indenture or any Supplemental Indenture and payable to the District other than moneys from a Credit Facility or a Liquidity Facility. This provision shall survive termination of this Master Indenture and any Supplemental Indenture, and as to any Trustee, its resignation or removal thereof. As security for the foregoing, the District hereby grants to the Trustee a security interest in and to the amounts of deposit in all Series Funds and Accounts (other than the Rebate Fund) thereby, in effect, granting the Trustee a first charge against these moneys following an Event of Default for its fees and expenses (including legal counsel and default administration costs and expenses), subordinate and inferior to the security interest granted to the Owners of the Bonds from time to time secured thereby, but nevertheless payable in the order of priority as set forth in Section 905(a) upon the occurrence of an Event of Default.

Section 605. 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 District to require or effect or renew insurance or to report or file claims of loss thereunder.

Section 606. Notice of Default; Right to Investigate. The Trustee shall give written notice, as soon as practicable, by first-class mail to registered Owners of Bonds of all Events of Default of which the Trustee has actual knowledge, unless such defaults have been remedied or if the Trustee based upon the advice of counsel upon which the Trustee is entitled to rely, determines that the giving of such notice is not in the best interests of the Owners of the Bonds. The Trustee will be deemed to have actual knowledge of any payment default under this Master Indenture or under any Supplemental Indenture and, after receipt of written notice thereof by a Credit Facility issuer or a Liquidity Facility issuer of a default under its respective reimbursement agreement, but shall not be deemed to have actual knowledge of any other default unless notified in writing of such default by the Owners of at least 25% in aggregate principal amount of the Outstanding Bonds. The Trustee may, however, at any time require of the District 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 District, an investigation into the affairs of the District.

Section 607. Obligation to Act on Default. Before taking any action under this Master Indenture or any Supplemental Indenture in respect of an Event of Default, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to

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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 District; provided that no Event of Default has occurred hereunder and is continuing, or upon the application of the Owners of not less than 20% in aggregate principal amount of the Bonds then Outstanding.

Section 613. 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 District shall appoint a successor and shall mail notice of such appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Register, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer, provided, however, that the District shall not appoint a successor Trustee if an Event of Default has occurred and is continuing, unless the District shall have received the prior written consent, which consent shall not be unreasonably withheld, of any Credit Facility issuer, of Default has occurred hereunder and is continuing and 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 a successor may be appointed by any court of competent jurisdiction upon the application of the Owners of not less than twenty percent (20%) in aggregate principal amount of the Bonds then Outstanding and such successor Trustee shall mail notice of its appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Registrar, and to the Paying Agent, Bond Registrar, and credit Facility issuer and any Liquidity Facility issuer.

Section 614. Qualification of Successor Trustee. A successor Trustee shall be a national bank with trust powers or a bank or trust company with trust powers, having a combined net capital and surplus of at least \$50,000,000.

Section 615. Instruments of Succession. Except as provided in Section 616 hereof, any successor Trustee shall execute, acknowledge and deliver to the District 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. After withholding from the funds on hand any amounts owed to itself hereunder, the Trustee ceasing to act hereunder shall pay over to the successor Trustee all moneys held by it hereunder; and the Trustee ceasing to act and the District shall execute and deliver an instrument or instruments transferring to the successor Trustee all the estates, properties, rights, powers and trusts hereunder of the Trustee ceasing to act except for the rights granted under Section 604 hereof. The successor Trustee shall mail notice of its appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Registrar, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer.

Section 616. Merger of Trustee. Any corporation into which any Trustee hereunder may be merged or with which it may be consolidated or into which all or substantially all of its

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which it may be put and to protect it against all liability, except liability resulting from its own gross negligence or willful misconduct in connection with any such action.

Section 608. Reliance by Trustee. The Trustee may act on any requisition, resolution, notice, telegram, request, consent, waiver, opinion, certificate, statement, affidavit, voucher, bond, or other paper or document or telephone message which it in good faith believes to be genuine and to have been passed, signed or given by the proper persons or to have been prepared and furnished pursuant to any of the provisions of this Master Indenture or any Supplemental Indenture; and 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 609. 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 Owners may be entitled to take with like effect as if the Trustee were not a party to this Master Indenture or any Supplemental Indenture. The Trustee may also engage in or be interested in any financial or other transaction with the District.

Section 610. Construction of Ambiguous Provision. The Trustee may construe any ambiguous or inconsistent provisions of this Master Indenture or any Supplemental Indenture and any construction by the Trustee shall be binding upon the Owners. The Trustee shall give prompt written notice to the District of any intention to make such construal.

Section 611. Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Master Indenture by written resignation filed with the Secretary of the District not less than sixty (60) days before the date when such resignation is to take effect; provided that notice of such resignation shall be sent by first-class mail to each Owner as its name and address appears on the Bond Register and to any Paying Agent, Bond Registrar, any Credit Facility issuer, and any Liquidity Facility issuer, 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 sixty (60) 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.

Section 612. Removal of Trustee. Any Trustee hereunder may be removed at any time by an instrument appointing a successor to the Trustee so removed, upon application of the District; provided, however, that if an Event of Default has occurred hereunder and is continuing with respect to a Series of Bonds, then the Trustee hereunder may be removed only by an instrument appointing a successor to the Trustee so removed executed by the Majority Owners of the Series as to which Event of Default exists and filed with the Trustee and the District.

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

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corporate trust assets shall be sold or its operations conveyed, or any corporation resulting from any merger or consolidation to which any Trustee hereunder shall be a party, shall be the successor Trustee under this Master Indenture, without the execution or filing of any paper or any further act on the part of the parties thereto, 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 614 hereof, and if such corporation does not meet the aforesaid requirements, a successor Trustee shall be appointed pursuant to this Article VI.

Section 617. Resignation of Paying Agent or Bond Registrar. The Paying Agent or Bond Registrar may resign and be discharged of the duties created by this Master Indenture 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 District and the Trustee not less than sixty (60) days before the date specified in such instrument when such resignation shall take effect, and by giving written notice of such resignation mailed not less than sixty (60) days prior to such resignation date to each Owner as its name and address appear on the registration books of the District maintained by the Bond Registrar. Such resignation shall take effect on the date specified in such notice, unless a successor Paying Agent or Bond Registrar is previously appointed in which event such resignation shall take effect immediately upon the appointment of such successor Paying Agent or Bond Registrar. If the successor Paying Agent or Bond Registrar shall not have been appointed within a period of sixty (60) days following the giving of notice, then the Trustee may appoint a greater or Bond Registrar as provided in Section 619 hereof.

Section 618. Removal of Paying Agent or Bond Registrar. The Paying Agent or Bond Registrar may be removed at any time prior to any Event of Default by the District by filing with the Paying Agent or Bond Registrar to be removed, and with the Trustee, an instrument or instruments in writing executed by an Authorized Officer appointing a 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 Bond Registrar appointed hereunder shall execute, acknowledge and deliver to the District an instrument accepting such appointment hereunder.

Section 619. Appointment of Successor Paying Agent or Bond Registrar. In case at any time the Paying Agent or Bond 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 Bond Registrar, as the case may be, and a successor shall be appointed by the District, and in case at any time the Paying Agent or Bond Registrar shall resign, then a successor shall be appointed by the District. Upon any such appointment, the District shall give written notice of such appointment to the predecessor Paying Agent or Bond Registrar, the successor Paying Agent or Bond Registrar, the Trustee and all Owners. Any new Paying Agent or Bond Registrar shall immediately and without further act supersede the predecessor Paying Agent or Bond Registrar.

Section 620. Qualifications of Successor Paying Agent or Bond Registrar. Every successor Paying Agent or Bond Registrar (i) shall be a commercial bank or trust company

(a) duly organized under the laws of the United States or any state or territory thereof, (b) authorized by law to perform all the duties imposed upon it by this Master Indenture, and (c) capable of meeting its obligations hereunder, and (ii) shall have a combined net capital and surplus of at least \$50,000,000.

Section 621. Acceptance of Duties by Successor Paying Agent or Bond Registrar. Except as provided in Section 622 hereof, any successor Paying Agent or Bond Registrar appointed hereunder shall execute, acknowledge and deliver to the District an instrument accepting such appointment hereunder, and thereupon such successor Paying Agent or Bond Registrar, without any further act, deed or conveyance, shall become duly vested with all the estates property, rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named Paying Agent or Bond Registrar herein. Upon request of such Paying Agent or Bond Registrar and the District shall execute and deliver an instrument transferring to such successor Paying Agent or Bond Registrar all the estates, property, rights and powers hereunder of such predecessor Paying Agent or Bond Registrar and such predecessor Paying Agent or registrar shall pay over and deliver to the successor Paying Agent or Bond Registrar and such predecessor Paying Agent or registrar shall pay over and deliver to the successor Paying Agent or Bond Registrar all the estates, property.

Section 622. Successor by Merger or Consolidation. Any corporation into which any Paying Agent or Bond Registrar hereunder may be merged or converted or with which it may be consolidated or into which substantially all of its corporate trust assets shall be sold or otherwise conveyed, or any corporation resulting from any merger or consolidation to which any Paying Agent or Bond Registrar hereunder shall be a party, shall be the successor Paying Agent or Bond Registrar under this Master Indenture without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Master Indenture to the contrary notwithstanding.

Section 623. Brokerage Statements. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive individual confirmations of security transactions at no additional cost, as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

Section 624. 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.

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Section 803. Further Assurance. At any and all times the District shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, moneys, securities and funds hereby pledged or assigned, or intended so to be, or which the District may become bound to pledge or assign after the date of execution of this Master Indenture.

Section 804. Power to Issue Bonds and Create a Lien. The District hereby represents to the Trustee and to the Owners that it is and will be duly authorized under all applicable laws to issue the Bonds of each Series, to execute this Master Indenture, to adopt Supplemental Indentures, and to pledge its moneys, securities and funds in the manner and to the extent provided herein. Except as provided herein, the District thereby represents that such moneys, securities and funds of the District are and will be free and clear of any pledge, lien, charge or encumbrance thereon and all action on the part of the District to that end has been and will be duly and validly taken. The Bonds of each Series, this Master Indenture and any Supplemental Indenture are and will be the valid and legally enforceable obligations of the District, enforceable in accordance with their terms except to the extent that enforcement thereof may be subject to bankruptcy and other similar laws affecting creditors' rights generally. The District shall at the subject is the extent permitted by law, defend, preserve and protect the pledge and lien created by this Master Indenture and all the rights of the Owners hereunder against all claims and demands of all other persons whomsoever.

Section 805. Power to Undertake Series Projects and to Collect Pledged Revenue. The District has or will have upon the date of issuance of each Series of Bonds, and will have so long as any Bonds are Outstanding, good right and lawful power: (i) to undertake the Series Projects, or it will take such action on its part required which it deems reasonable in order to obtain licenses, orders, permits or other authorizations, if any, from any agency or regulatory body having lawful jurisdiction which must be obtained in order to undertake such Series Project; and (ii) to fix, levy and collect or cause to be collected any and all Pledged Revenues.

Section 806. Sale of Series Projects. The District covenants that, until such time as there are no Bonds of a Series Outstanding, it will not sell, lease or otherwise dispose of or encumber the related Series Project or any part thereof other than as provided herein. The District may, however, from time to time, sell any machinery, fixtures, apparatus, tools, instruments, or other movable property acquired by the District in connection with a Series Project, or any materials used in connection therewith, if the District shall determine that such articles are no longer needed or are no longer useful in connection with the acquisition, construction, operation or maintenance of a Series Project, and the proceeds thereof may be applied to the replacement of the properties so sold or disposed of and, if not so applied, shall be deposited to the credit of the related Series Acquisition and Construction Account or, after the Date of Completion of the Series Project, shall be deposited to the credit of the related Series Project of a Series Project which it may determine is not needed or serves no useful purpose in connection with the maintenance and operation of such Series Project, if the Consulting Panjones shall in writing approve such sale or lease; the proceeds of any such sale shall be

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#### ARTICLE VII FUNDS CONSTITUTE TRUST FUNDS

Section 701. Trust Funds. Subject to the provisions of Section 604 and Section 905(a) hereof, all amounts on deposit in Series Funds or Accounts for the benefit of a Series of Bonds shall:

- (a) be used only for the purposes and in the manner herein and in the Supplemental Indenture relating to such Series of Bonds provided and, pending such application, be held by the Trustee in trust for the benefit of the Owners of such Series of Bonds;
- (b) be irrevocably pledged to the payment of such Series of Bonds, except for amounts on deposit in the Series Rebate Accounts in the Rebate Fund;
- (c) be held and accounted for separate and apart from all other Funds and Accounts, including Series Accounts of other Series of Bonds, and other funds and accounts of the Trustee and the District:
- (d) until applied for the purposes provided herein, be subject to a first lien in favor of the Owners of such Series of Bonds and any pari passu obligations to issuers of Credit or Liquidity Facilities with respect to such scries of Bonds, which lien is hereby created, prior and superior to all other liens now existing or hereafter created, and, to a second lien in favor of the Trustee, as security for the reasonable compensation for the services of the trustee hereunder, and also all its reasonable expenses and disbursements, including the reasonable fees and expenses of Trustee's counsel, subordinate and inferior to the security interest granted to the Owners of such Series of Bonds and any pari passu obligations to issuers of Credit or Liquidity Facilities with respect to such series of Bonds, but nevertheless payable in the order of priority as set forth in Section 905(a) hereof upon the occurrence of an Event of Default; and
- (e) shall not be subject to lien or attachment by any creditor of the Trustee or any creditor of the District or any other Series of Bonds other than the Owners of such Series of Bonds and the issuers of Credit or Liquidity Facilities with respect to such Series of Bonds.

### ARTICLE VIII COVENANTS AND AGREEMENTS OF THE DISTRICT

Section 801. Payment of Bonds. The District shall duly and punctually pay or cause to be paid, but only from the Trust Estate with respect to each Series of Bonds, Debt Service on the dates, at the places, and in the amounts stated herein, in any Supplemental Indenture, and in the Bonds of such Series.

Section 802. Extension of Payment of Bonds. Except as provided in Section 901 hereof, the District shall not directly or indirectly extend the time for payment of the interest on any Bonds. The time for payment of Bonds of any Series shall be the time prescribed in the Supplemental Indenture relating to such Series of Bonds.

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disposed of as hereinabove provided for the proceeds of the sale or disposal of movable property. The proceeds of any lease as described above shall be deposited to the credit of the related Series Principal Account or Redemption Account.

Notwithstanding the foregoing, the District may: (i) dispose of all or any part of a Series Project, other than a Series Project the revenues to be derived from the operation of which peldegde to a Series of Bonds, by gift or dedication thereof to any unit of local government, or to the State or any agency or instrumentality of either of the foregoing or the United States Government; and/or (ii) impose, declare or grant title to or interests in the Series Project or a portion or portions thereof in order to create ingress and egress rights and public and private utility easements as the District may deem necessary or desirable for the development, use and occupancy of the property within the District; and/or (iii) impose or declare covenants, conditions and restrictions pertaining to the use, occupancy and operation of the Series Projects.

Section 807. Completion and Maintenance of Series Projects. The District shall complete the acquisition and construction of a Series Project with all practical dispatch and in a sound and economical manner. So long as any Series Project is owned by the District, the District shall maintain, preserve and keep the same or cause the same to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation thereof may be properly and advantageously conducted.

### Section 808. Reports.

- (a) Annual Report. The District shall, within thirty days of receipt and approval by the District, so long as any Bonds are Outstanding, deliver to each Requesting Owner (hereinafter defined), and otherwise as provided by law, a copy of its annual audit for such year, accompanied by an Accountant's Certificate, including: (a) statements in reasonable detail of its financial condition as of the end of such Fiscal Year and income and expenses for such Fiscal Year, and (b) statements of all receipts and disbursements of the Piedged Revenues of each Series of Bonds (unless the Pledged Revenues of such Series are remitted directly to the Trustee). The Trustee shall, within ninety (90) days after the close of each Fiscal Year so long as any Bonds are Outstanding, file with the District a summary with respect to each Fund and Account of the deposits thereto and disbursements therefrom during such Fiscal Year and the amounts held therein at the end of such Fiscal Year, or at the option of the Trustee, such summary can be made on a monthly basis. For purposes of the foregoing, the term "Requesting Owner" shall mean the Owner (or beneficial owner in the case of book-entry Bonds) of more than \$1,000,000 aggregate principal amount of any Series of Bonds who requests such information in writing to the District.
- (b) Inspection. The reports, statements and other documents required to be furnished by the District to the Trustee and by the Trustee to the District pursuant to any provisions hereof shall be available for inspection by any Owner at the designated corporate trust office of the Trustee upon the giving of at least five (5) days advance written notice to the Trustee.

(c) Reports Pursuant to Uniform Special District Accountability Act of 1989. The District covenants and agrees that it will comply with the provisions of Chapter 189.401 et seq., Florida Statutes, as amended, the Uniform Special District Accountability Act of 1989, to the extent applicable to the District, including any reporting requirements contained therein which are applicable to the District. The District may contract with a service provider selected by the District to ensure such compliance.

Section 809. Arbitrage and Other Tax Covenants. The District hereby covenants that it will not take any action, and will not fail to take any action, which action or failure would cause the Tax Exempt Bonds to become "arbitrage bonds" as defined in Section 148 of the Internal Revenue Code of 1986. The District further covenants that it will take all such actions after delivery of any Tax Exempt Bonds as may be required in order for interest on such Tax Exempt Bonds to remain excludable from gross income (as defined in Section 61 of the Internal Revenue Code of 1986) of the Owners. Without limiting the generality of the foregoing, the District hereby covenants that it will to the extent not remitted by the Trustee from funds held in the Rebate Account, remit to the United States that Rebate Amount at the time and place required by this Master Indenture and any Supplemental Indenture, including any covenants regarding the tax-exempt status of the Bonds contained therein.

Section 810. Enforcement of Payment of Assessment. The District will assess, levy, collect or cause to be collected and enforce the payment of Assessments, Benefit Special Assessments, and/or any other sources which constitute Pledged Revenues for the payment of any Series of Bonds in the manner prescribed by this Master Indenture, any Supplemental Indenture and all resolutions, ordinances or laws thereunto appertaining at times and in amounts as shall be necessary in order to pay, when due, the principal of and interest on the Series of Bonds to which such Pledged Revenues are pledged; and to pay or cause to be paid the proceeds of such Assessments as received to the Trustee in accordance with the provisions hereof.

Section 811. Method of Collection of Assessments and Benefit Special Assessments. The District shall levy and collect Assessments and Benefit Special Assessment in accordance with applicable Florida law.

Section 812. Delinquent Assessments. If the owner of any lot or parcel of land shall be delinquent in the payment of any Assessment or Benefit Special Assessment, pledged to a Series of Bonds, then such Assessment or Benefit Special Assessment, pledged to a accordance with the provisions of the Act and Chapters 170 and/or 197, Florida Statutes, including but not limited to the sale of tax certificates and tax deed as regards such Delinquent Assessment. In the event the provisions of Chapter 197, Florida Statutes, are inapplicable or unavailable, then upon the delinquency of any Assessment or Benefit Special Assessments, the District either on its own behalf, or through the actions of the Trustee may, and shall, if so directed in writing by the Majority Owners of the Outstanding Bonds of the Series, declare the entire unpaid balance of such Assessment or Benefit Special Assessment, to be in default and, at its own expense, cause such delinquent property to be foreclosed in the same methon now or hereafter provided by law for the foreclosure of mortgages on real estate, or pursuant to the provisions of Chapter 173, and Sections 17 of the Act and/or 170.10, Florida Statutes, or otherwise as provided by law. The District further covenants to furnish, at its expense, to any Owner of Bonds of the related Series so requesting, sixty (60) days after the due date of each

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Section 816. Re-Assessments. If any Assessments or Benefit Special Assessments shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or the District shall be satisfied that any such Assessments or Benefit Special Assessments is so irregular or defective that it cannot be enforced or collected, or if the District shall have omitted to make such Assessments or Benefit Special Assessments when it might have done so, the District shall either: (i) take all necessary steps to cause a new Assessment or Benefit 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 or Benefit Special Assessment from legally available moneys, which moneys shall be deposited into the related Series Revenue Account. In case any such subsequent Assessment or Benefit Special Assessments shall also be annulled, the District shall obtain and make other Assessments or Benefit Special Assessments until a valid Assessment or Benefit Special Assessment or Benefit Special Assessments until a valid Assessment or Benefit Special Assessment shall be made.

Section 817. General. The District shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the District under law and this Master Indenture, in accordance with the terms of such provisions.

Upon the date of issuance of each Series of Bonds, all conditions, acts and things required by law and this Master Indenture and any Supplemental Indenture to exist, to have happened and to have been performed precedent to and in the issuance of such Series of Bonds shall exist, have happened and have been performed and upon issuance the issue of such Series of Bonds shall be within every debt and other limit prescribed by the laws of the State of Florida applicable to the District.

Section 818. Secondary Market Disclosure. The District covenants and agrees with the Owners, from time to time, of the Bonds issued hereunder to make best efforts to provide, or cause to be provided, on a timely basis, all appropriate information repositories such information and documents as shall be required by applicable law to enable Owners to purchase and resell the Bonds issued, from time to time, hereunder. For purposes of complying with the above-described provision, the District may rely on an opinion of counsel which is familiar with disclosure of information relating to municipal securities. Nothing herein shall, however, require the District to provide disclosure in order to enable the purchaser of a security in a "private placement transaction" within the meaning of applicable securities laws, to offer or re-sell such security in other than a "private placement transaction. All financial statements provided to a repository shall be in accordance with generally accepted governmental accounting principles and shall be provided to such repository as soon as practicable after the same becomes available. The financial statements shall contain such information as shall be customary for local governments, such as the District. Nothing in this Section 818 is intended to impose upon the District, and this Section 818 shall not be construed as imposing upon the District, any disclosure obligations beyond those imposed by applicable law. Failure to comply with the provisions of this Section 818 shall not constitute an Event of Default hereunder, but instead shall be enforceable by mandamus, injunction or any other means of specific performance.

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annual installment, a list of all Delinquent Assessments together with a copy of the District's annual audit, and a list of foreclosure actions currently in progress and the current status of such Delinquent Assessments.

Section 813. Deposit of Proceeds from Sale of Tax Certificates. If any tax certificates relating to Delinquent Assessments which are pledged to a Series of Bonds are sold by the Tax Collector pursuant to the provisions of Section 1974.32, Florida Statutes, or if any such tax certificates are not sold but are later redeemed, the proceeds of such sale or redemption (to the extent that such proceeds relate to the Assessments), less any commission or other charges retained by the Tax Collector, shall, if paid by the Tax Collector to the District, be paid by the District to the Trustee not later than five (5) Business Days following receipt of such proceeds by the District and shall be deposited by the Trustee to the credit of the related Series Revenue Account.

Section 814. Sale of Tax Deed or Foreclosure of Assessment or Benefit Special Assessment Lien. If any property shall be offered for sale for the nonpayment of any Assessment, which is pledged to a Series of Bonds, and no person or persons shall purchase such property for an amount less than or equal to the full amount due on the Assessments or Benefit Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount equal to the balance due on the Assessments or Benefit Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special purpose entity title to the property for the benefit of the Owners of the Series of Bonds to which such Assessments or Benefit Special Assessments were pledged; provided that the Trustee shall have the right, acting at the direction of the Majority Owners of the applicable Series of Bonds secured by such Assessment or Benefit Special Assessments, but shall not be obligated, to direct the District with respect to any action taken pursuant to this paragraph. The District, either through its own actions, or actions caused to be taken through the Trustee, shall have the power to lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the related Series Revenue Account. Not less than ten (10) days prior to the filing of any foreclosure action as herein provided, the District shall cause written notice thereof to be mailed to any designated agents of the Owners of the related Series of Bonds. Not less than thrity (30) days prior to the proposed sale of any lot or tract of land acquired by foreclosure by the District, it shall give written notice thereof to such representatives. The District, either through its own actions, or actions caused to be taken through the Trustee, agrees that it shall be requ

Section 815. Other Obligations Payable from Assessments or Benefit Special Assessments. The District will not issue or incur any obligations payable from the proceeds of Assessments or Benefit Special Assessments securing a Series of Bonds nor voluntarily crate or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge upon such Assessments or Benefit Special Assessments other than the lien of any Subordinate Debt except for fees, commissions, costs, and other charges payable to the Property Appraiser or to the Tax Collector pursuant to Florida law.

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### ARTICLE IX EVENTS OF DEFAULT AND REMEDIES

Section 901. Extension of Interest Payment. If the time for payment of interest of a Bond of any Series shall be extended, whether or not such extension be by or with the consent of the District, such interest so extended shall not be entitled in case of default hereunder to the benefit or security of this Master Indenture unless the aggregate principal amount of all Bonds of such Bonds then Outstanding and of all accrued interest the time for payment of which shall not have been extended shall have previously been paid in full.

Section 902. Events of Default. Each of the following events is hereby declared an Event of Default with respect to a Series of Bonds, but no other Series of Bonds unless otherwise provided in the Supplemental Indenture relating to such Series:

- (a) Any payment of Debt Service on such Series of Bonds is not made when due;
- (b) The District shall for any reason be rendered incapable of fulfilling its obligations hereunder or under the Supplemental Indenture relating to such Series of Bonds;
- (c) The District admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself or for the whole or any part of a related Series Project:
- (d) The District is adjudged insolvent by a court of competent jurisdiction, or is adjudged a bankrupt on a petition in bankruptcy filed against the District, or an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its property and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof;
- (e) The District shall file a petition or answer seeking reorganization or any arrangement under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;
- (f) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District's assets or any part thereof, and such custody or control shall not be terminated within ninety (90) days from the date of assumption of such custody or control;
- (g) Any portion of the Assessments pledged to a Series shall have become Delinquent Assessments and, as the result thereof, the Indenture provides for the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in a Series Reserve Account to pay Debt Service on the corresponding Series of Bonds (regardless of whether the Trustee does or does not, per the direction of the Majority Owners, actually withdraw such funds from the Series Reserve Account to pay Debt Service on the corresponding Series of Bonds):

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- (h) Material breach by the District of any material covenant made by it in the Indenture securing a Series of Bonds, whether or not notice of such breach has been given; and
- More than twenty percent (20%) of the Maintenance Special Assessments levied by the District on tax parcels subject to Assessments pledged to a Series of Bonds are not paid by the date such are due and payable.

Section 903. Acceleration of Maturities of Bonds of a Series Under Certain Circumstances. Upon the happening and continuance of any Event of Default specified Section 902 above with respect to a Series of Bonds, the Trustee shall, upon written direction of the Majority Owners of such Series then Outstanding, by a notice in writing to the District, declare the aggregate principal amount of all of the Bond of such Series then Outstanding (if not then due and payable) to be due and payable mmediately and, upon such declaration, the same shall become and be immediately due and payable, anything contained in the Bonds of such Series or in this Master Indenture or in the Supplemental Indenture authorizing such Series to the contrary notwithstanding; provided, however, that no such declaration of acceleration shall occur in the case of Bonds of a Series secured by Assessments, except to the extent that the Assessments have been accelerated and are currently due and payable in accordance with applicable law; and provided further, however, that if at any time after the aggregate principal amount of the Bonds of any Series then Outstanding shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Master Indenture or the related Supplemental Indenture, moneys shall have accumulated in the related Series Revenue Account sufficient to pay the principal of all matured Bonds of such Series and all arrears of interest, if any, upon all Bonds of such Series then Outstanding that is only due because of a declaration under this Section, and except for the interest accrued on the Bonds of such Series then Outstanding that is only due because of a declaration under this Section, and except for the interest accrued on the Bonds of such Series then Outstanding that is due only because of a declaration under this Section, shall have been remedied,

Section 904. Enforcement of Remedies. Upon the happening and continuance of any Event of Default specified in Section 902 above with respect to a Series of Bonds, the Trustee may protect and enforce the rights of the Owners of the Bonds of such Series under Florida law, and under this Master Indenture, the related Supplemental Indenture and the Bonds of such Series, by such proceedings in equity or at law, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein or in the related Supplemental Indenture granted or for the enforcement of any proper legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce such rights.

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Section 905. Pro Rata Application of Funds Among Owners of a Series of Bonds. Anything in this Master Indenture to the contrary notwithstanding, if at any time the moneys in the Series Funds and Accounts shall not be sufficient to pay Debt Service on the related Series of Bonds when due, such moneys together with any moneys then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in this Article or otherwise, shall be applied as follows:

(a) Unless the aggregate principal amount of all the Bonds of such Series shall have become due and payable or shall have been declared due and payable pursuant to the provisions of Section 903 of this Article, all such moneys shall be applied:

First: to the payment of any then-due fees and expenses of the Trustee, including reasonable counsel fees and expenses, to the extent not otherwise paid;

Second: to payment to the persons entitled thereto of all installments of interest then due and payable on the Bonds of such Series, in the order in which such installments become due and payable 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 discrimination or preference except as to any difference in the rates of interest specified in the Bonds of such Series; and

Third: to the payment to the persons entitled thereto of the unpaid principal of any of the Bonds of such Series which shall have become due (other than Bonds of such Series called for redemption for the payment of which sufficient moneys are held pursuant to this Master Indenture), in the order of their due dates, with interest upon the Bonds of such Series at the rates specified therein from the dates upon which they become due to their payment date, and, if the amount available shall not be sufficient to pay in full the principal of Bonds of such Series due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Owners of the Bonds of such Series entitled thereto without any discrimination or preference except as to any difference in the foregoing rates of interest.

- (b) If the aggregate principal amount of all the Bonds of a Series shall have become due and payable in accordance with their terms or shall have been declared due and payable pursuant to the provisions of Section 903 of this Article, all such moneys shall be applied first to the payment of any fees and expenses of the Trustee, including reasonable counsel fees and expenses, to the extent not otherwise paid, and, then the payment of the whole amount of principal and interest then due and unpaid upon the Bonds of such Series, without preference or priority of principal or of interest or of any installment of interest over any other, or of any Bond over any other Bond of such Series, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds of such
- (c) If the principal of all the Bonds of a Series shall have been declared due and payable pursuant to the provisions of Section 903 of this Article, and if such declaration shall

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The Majority Owners of the Bonds of such Series then Outstanding shall, subject to the requirements of Section 607, have the right, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings by the Trustee hereunder, provided that such directions shall not be in conflict with any rule of law or this Master Indenture and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unduly prejudicial to the rights of the Owners of such Series of Bonds not parties to such direction or would subject the Trustee to personal liability or expense. Notwithstanding the foregoing, the Trustee shall have the right to select and retain legal counsel of its choosing to represent it in any such proceedings. The Trustee may take any other action which is not inconsistent with any direction under this second paragraph of this Section 904.

No Owner of such Series of Bonds shall have any right to pursue any other remedy under this Master Indenture or such Series of Bonds unless: (1) an Event of Default shall have occurred and is continuing; (2) the Majority Owners of such Series Outstanding have requested the Trustee, in writing, to exercise the powers granted in this first paragraph of this Section 904 or to pursue such remedy in its or their name or names; (3) the Trustee has been offered indemnity satisfactory to it against costs, expenses and liabilities reasonably anticipated to be incurred; (4) the Trustee has declined to comply with such request, or has failed to do so, within sixty (60) days after its receipt of such written request and offer of indemnity; and (5) no direction inconsistent with such request has been given to the Trustee during such 60-day period by the Majority Owners of such Series Outstanding. The provisions of this immediately preceding sentence of this Section 904 are conditions precedent to the exercise by any Owner of such Series of Bonds of any remedy hereunder. The exercise of such rights is further subject to the provisions of Sections 907, 909, 910 and the second paragraph of this Section 904. No one or more Owner of such Series of Bonds shall have any right under this Master Indenture, except in the manner herein provided.

The District 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 the Indenture, the provisions for the collection of Delinquent Assessments, including Delinquent Direct Billed Maintenance Special Assessments, the provisions for the foreclosure of liens of Delinquent Assessments, including Delinquent Direct Maintenance Special Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the direction of, and on behalf of, the Majority Owners, from time to time, of the Bonds of a Series. Notwithstanding anything to the contrary herein, and unless otherwise directed by the Majority Owners of the Bonds of a Series and allowed pursuant to Federal or State law, the District acknowledges and agrees that (i) upon failure of any property owner to pay an installment of Assessments collected directly by the District when due, that the entire Assessment on the tax parcel as to which such Delinquent Assessment appertains, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and the District shall promptly, but in any event within one hundred twenty (120) days, cause to be brought the necessary legal proceedings for the foreclosure of liens of Delinquent Assessments, including interest and penalties with respect to such tax parcel and (ii) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

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thereafter have been rescinded and annulled pursuant to the provisions of Section 903 of this Article, then, if the aggregate principal amount of all of the Bonds of such Series shall later become due or be declared due and payable pursuant to the provisions of Section 903 of this Article, the moneys remaining in and thereafter accruing to the related Series Revenue Fund shall be applied in accordance with subsection (b) above.

The provisions of this Section are in all respects subject to the provisions of Section 901 of this Article.

Whenever moneys are to be applied pursuant to this Section, such moneys shall be applied by the Trustee at such times as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys variable for application and the likelihood of additional moneys becoming available for such application. The deposit of such moneys with the Paying Agent shall constitute proper application by the Trustee, and the Trustee shall incur no liability whatsoever to any Owner or to any other person for any delay in applying any such funds, so long as the Trustee as with reasonable diligence, having due regard to the circumstances, and ultimately applies such moneys in accordance with such provisions of this Master Indenture as may be applicable at the time of application. Whenever the Trustee shall exercise such discretion in applying such funds, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date, and shall not be required to make payment to any Owner until such Bond shall be surrendered to him for appropriate endorsement.

Section 906. Effect of Discontinuance of Proceedings. If any proceeding taken by the Trustee or any Owner on account of any default shall have been discontinued or abandoned for any reason, then the District and the Owner shall be restored to their former positions and rights hereunder, respectively, and all rights and remedies of the Owners shall continue as though no such proceeding had been taken.

Section 907. Restriction on Individual Owner Actions. Except as provided in Section 910 below, no Owner of any of the Bonds shall have any right in any manner whatever to affect, disturb or prejudice the security of this Master Indenture or any Supplemental Indenture, or to enforce any right hereunder or thereunder except in the manner herein or therein provided, and all proceedings at law or in equity shall be instituted and maintained for the benefit of all Owners of the Bonds of such Series.

Section 908. No Remedy Exclusive. No remedy conferred upon the Trustee or the Owners is intended to be exclusive of any other remedy herein or in any Supplemental Indenture provided, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereunder.

Section 909. Delay Not a Waiver. No delay or omission of the Trustee or any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given to the Trustee and the Owners may be exercised from time to time and as often as may be deemed expedient.

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- Section 910. Right to Enforce Payment of Bonds. Nothing in this Article shall affect or impair the right of any Owner to enforce the payment of Debt Service on the Bond of which such person is the registered Owner, or the obligation of the District to pay Debt Service to the Owner at the time and place specified in such Bond.
- Section 911. No Cross Default Among Series. The occurrence of an Event of Default hereunder or under any Supplemental Indenture with respect to any Series of Bonds shall not constitute an Event of Default with respect to any other Series of Bonds, unless the event giving rise to the Event of Default also constitutes an Event of Default hereunder or under the Supplemental Indenture with respect to such other Series of Bonds.
- Section 912. Indemnification. Other than to make proper draws under a Credit Facility, the Trustee shall be under no obligation to institute any suit or to take any remedial proceeding under this Master Indenture or any Supplemental Indenture or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to advance its own money, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability. Notwithstanding the foregoing, the indemnification provided by this Section 912 shall not be applicable in cases of the Trustee's gross negligence or willful misconduct.
- Section 913. Provision Relating to Bankruptcy or Insolvency of Landowner. (a) The provisions of this Section 913 shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to at least five percent (5%) of the Assessments pledged to the Bonds of a Series Outstanding (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding").
- (b) The District acknowledges and agrees that, although the Bonds of a Series were issued by the District, the Owners of the Bonds of a Series are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:
- (i) the District hereby agrees that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds of a Series Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Assessments relating to the Bonds of a Series Outstanding, the Outstanding Bonds of a Series or any rights of the Trustee under the Indenture (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Bonds of a Series Outstanding, to the proposed action if the District does not receive a written response from the Trustee within thirty (30) days following request for consent);

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shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (b)(iv) above.

# ARTICLE X EXECUTION OF INSTRUMENTS BY OWNERS AND PROOF OF OWNERSHIP OF BONDS

Section 1001. Execution of Instruments by Owners and Proof of Ownership of Bonds. Any request, direction, consent or other instrument in writing required or permitted by this Master Indenture or any Supplemental Indenture to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor and may be signed or executed by Owners or their attorneys or legal representatives. Proof of the execution of any such instrument shall be sufficient for any purpose of this Master Indenture and shall be conclusive in favor of the District with regard to any action taken by it under such instrument if verified by any officer in any jurisdiction who, by the laws thereof, has power to take affidavits within such jurisdiction, to the effect that such instrument was subscribed and sworn to before him, or by an affidavit of a witness to such execution. Where such execution is on behalf of a person other than an individual such verification or affidavit shall also constitute sufficient proof of the authority of the signer thereof.

Nothing contained in this Article shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which it may deem sufficient. Any request or consent of the Owner of any Bond shall bind every future owner of the same Bond in respect of anything done by the Trustee or the District in pursuance of such request or consent.

Section 1002. Deposit of Bonds. Notwithstanding the foregoing, neither the District nor the Trustee shall be required to recognize any person as an Owner of any Bond or to take any action at his request unless such Bond shall be deposited with the Trustee (unless such Bond is held by DTC under its book-entry only system).

#### ARTICLE XI SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures. Without Owners' consent, the Governing Body from time to time may authorize such indentures supplemental hereto or amendatory hereof as shall not be inconsistent with the terms and provisions hereof (which supplemental indenture shall thereafter form a part hereof), without the consent of the Owners, for the following purposes:

- (a)  $\,$  to provide for the initial issuance of a Series of Bonds or refunding bonds of a Series; or
- (b) to make any change whatsoever to the terms and provisions of this Master Indenture, but only as such change relates to a Series of Bonds upon the original issuance thereof (or upon the original issuance of refunding bonds of a Series which defease and discharge the

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- (ii) the District hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Assessments relating to the Bonds of a Series Outstanding, the Bonds of a Series Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;
- (iii) the District hereby agrees that it shall seek the written consent of the Trustee prior to filling and voting in any such Proceeding (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Bonds of a Series Outstanding, to the proposed action if the District does not receive a written response from the Trustee within thirty (30) days following request for consent);
- (iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the Assessments relating to the Bonds of a Series, Outstanding would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Assessments relating to the Bonds of a Series Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptey Code; and
- (v) the District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee's enforcement of the District's claim and rights with respect to the Assessments relating to the Bonds of a Series Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Assessments pledged to the Bonds of a Series Outstanding, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.
- (c) Notwithstanding the provisions of the immediately preceding paragraphs, nothing in this Section shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for Maintenance Special Assessments, and the District shall be free to pursue such a claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for Maintenance Special Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Assessments relating to the Bonds of a Series Outstanding whether such claim is pursued by the District or the Trustee; provided, however, that the District

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Supplemental Indenture of the Series of Bonds to be refunded) under and pursuant to the terms of the Supplemental Indenture effecting such change; or

- (c) to cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Master Indenture; or
- (d)  $\,$  to grant to the Owners or to the Trustee on behalf of the Owners any additional rights or security that may lawfully be granted; or
- (e) to add to the covenants and agreements of the District in this Master Indenture other covenants and agreements thereafter to be observed by the District to the benefit of the Owners of the Outstanding Bonds; or
- (f) to make such changes as may be necessary in order to reflect amendments to the Act and/or Chapters 170, 197 and 298, or other Florida Statutes, so long as, in the opinion of counsel to the District, such changes either: (a) do not have a material adverse effect of the Owners of each Series of Bonds to which such changes relate; or (b) if such changes do have a material adverse effect, that they nevertheless are required to be made as a result of such amendments; or
- (g) to modify the provisions of this Master Indenture or any Supplemental indenture provided that such modification does not, in the written opinion of Bond Counsel, materially adversely affect the interests of the Owners of the Bonds Outstanding, upon which opinion the Trustee may conclusively rely.

Section 1102. Supplemental Indentures With Owner Consent. Subject to the provisions contained in this Section, and not otherwise, the Majority Owners then Outstanding shall have the right, from time to time, anything contained in this Master Indenture to the contrary notwithstanding, to consent to and approve the adoption of such indentures supplemental hereto or amendatory hereof as shall be deemed desirable by the District for the provisions of this Master Indenture; provided, however, that nothing herein contained shall permit, or be construed as permitting, without the consent of all Owners of Bonds then Outstanding and affected by such supplement or amendment,

- (a) an extension of the maturity of, or an extension of the Interest Payment Date on, any Bond;
  - (b) a reduction in the principal, premium, or interest on any Bond;
  - (c) a preference or priority of any Bond over any other Bond; or
- (d) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture.

In addition to the foregoing, the Majority Owners of any Series then Outstanding shall have the right, from time to time, anything contained in this Master Indenture or in the Supplemental Indenture relating to such Series of Bonds to the contrary notwithstanding, to

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consent to and approve the adoption of such indentures supplemental to the Supplemental Indenture relating to such Series of Bonds or amendatory thereof, but not hereof, as shall be deemed desirable by the District for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the provisions of such Supplemental Indenture or of any indenture supplemental thereto; provided, however, that nothing herein contained shall permit, or be construed as permitting, without the consent of all Owners of Bonds of such Series then Outstanding and affected by such amendment,

- (a) an extension of the maturity of, or an extension of the Interest Payment Date on, any Bond of such Series;
  - a reduction in the principal, premium, or interest on any Bond of such Series;
- (c) a preference or priority of any Bond of such Series over any other Bond of such Series; or
- (d) a reduction in the aggregate principal amount of the Bonds of such Series required for consent to such indenture supplemental to the Supplemental Indenture.

If at any time the District shall determine that it is desirable to approve any Supplemental Indenture pursuant to this Section 1102, the District shall cause the Trustee to mail, at the expense of the District, notice of the proposed approval to the Owners whose approval is required. Such notice shall be prepared by the District and shall briefly set forth the nature of the proposed Supplemental Indenture or indenture supplemental to a Supplemental Indenture and shall state that copies thereof are on file with the Secretary for inspection by all affected Owners. The District shall not, however, be subject to any liability to any Owner by reason of its failure to cause the notice required by this Section to be mailed and any such failure shall not affect the validity of such Supplemental Indenture or indenture supplemental to a Supplemental Indenture when consented to and approved as provided in this Section.

Whenever, at any time within one (1) year after the date of the first mailing of such notice, there shall be delivered to the District an instrument or instruments in writing purporting to be executed by the Owners of the requisite principal amount of the Bonds of such Series Outstanding, which instrument or instruments shall refer to the proposed Supplemental Indenture or indenture supplemental to a Supplemental Indenture described in such notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Governing Body and the Trustee may approve such Supplemental Indenture and cause it to be executed, in substantially such form, without liability or responsibility to any Owner.

Section 1103. Opinion of Bond Counsel With Respect to Supplemental Indenture. In addition to the other requirements herein set forth with respect to Supplemental Indentures or indenture supplemental to a Supplemental Indenture, no such indenture shall be effective unless and until there shall have been delivered to the Trustee the opinion of Bond Counsel to the effect that such indenture is permitted pursuant to this Master Indenture and that such indenture is the valid and binding obligation of the District enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or

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any Letter of Credit Agreement and any Liquidity Agreement and pays or causes to be paid all other moneys owing hereunder and under any Supplemental Indenture (including, without limitation the fees and expenses of the Trustee, including reasonable counsel fees and expenses), then the lien of this Master Indenture and all covenants, agreements and other obligations of the District to the Owners and the issuer of any Credit Facility or Liquidity Facility shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee upon the request of the District shall execute and deliver to the District all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee and the Paying Agent shall pay over or deliver, as directed by the District, all moneys or securities held by them pursuant to this Master Indenture which are not required for the payment of principal or Redemption Price, if applicable, on Bonds not theretofore surrendered for such payment or redemption or for payment of obligations under any Letter of Credit Agreement and any Liquidity Agreement. If the District pays or causes to be paid, or there shall otherwise be paid, to the Owners of all Outstanding Bonds or of a particular maturity, of a particular Series or of any part of a particular maturity or Series the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in intim Master Indenture, such Bonds shall cease to be entitled to any lien, benefit or security under this Master Indenture, such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied. Anything to the contrary in this Section 1201 notwithstanding, this Master Indenture shall not be discharged on shall any Bonds with respect to which moneys or Federal Securities have been deposited in accordance with the provisions of this Section 1201 cease to be entitled to the lien, benefit or security under th

(b) Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in escrow by the Trustee (through deposit pursuant to this Master Indenture of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in this Section. All Outstanding Bonds of any particular maturity or Series shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section 1201 if: (i) in case any of such Bonds are to be redeemed on any date prior to their maturity, the District shall have given to the Trustee or the Bond Registrar irrevocable instructions accepted in writing by the Trustee or the Bond Registrar to mail as provided in Article III notice of redemption of such Bonds on such date; (ii) there shall have been deposited with the Trustee either moneys in a mamount which shall be sufficient, or Federal Securities, the principal of and the interest on which when due shall, as demonstrated in an Accountant's Certificate, provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Bonds on or prior to the redemption date or maturity date thereof, as the case may be; (iii) the District shall have given the Trustee or the Bond Registrar in form satisfactory to it irrevocable instructions to mail, postage prepaid, to each registred Owner of Bonds then Outstanding at the District of the registrang upon the registry books of the District, a notice to the registered Owners of such Bonds and to the Registrar that the deposit required by (ii) above has been made

general equitable principles, upon which opinion the Trustee may conclusively rely. In addition, if such indenture relates to a Series of Tax Exempt Bonds, such opinion shall also state that such indenture will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the related Series of Bonds.

Section 1104, Supplemental Indenture Part of Indenture. Any supplemental indenture executed in accordance with this Article and approved as to legality by counsel to the District shall thereafter, except as otherwise provided therein, form a part of this Master Indenture. Except as applicable only to Bonds of a Series, all of the terms and conditions contained in any such supplemental indenture amendatory of this Master Indenture shall be part of the terms and conditions hereof.

Section 1105. Insurer or Issuer of a Credit or Liquidity Facility as Owner of Bonds. As long as a Credit or Liquidity Facility securing all or a portion of the Bonds of a Series Outstanding is in effect and the issuer thereof is not in default of any of its obligations under such Credit or Liquidity Facility, as the case may be, the issuer of the Credit or Liquidity Facility or the Insurer, to the extent so authorized in the applicable Supplemental Indenture, willty Facility: (i) at all times for the purpose of the execution and delivery of a supplemental indenture or of any amendment, change or modification of the Master Indenture or the applicable Supplemental Indenture or the initiation by Owners of any action to be undertaken by the Trustee at the Owner's request, which under the Master Indenture or the applicable Supplemental Indenture requires the written approval or consent of or can be initiated by the Majority Owners of the Series at the time Outstanding; (ii) at all times for the purpose of the mailing of any notice to Owners under the Master Indenture or the applicable Supplemental Indenture; and (iii) following an Event of Default for all other purposes. Notwithstanding the foregoing, neither an Insurer nor the issuer of a Credit or Liquidity Facility with respect to a Series of Bonds will be deemed to be an Owner of the Bonds of such Series with respect to any such Supplemental Indenture or of any amendment, change or modification of the Master Indenture which would have the effect of permitting: (i) a change in the terms of redemption or maturity of any Bonds of a Series Outstanding or of any installment of interest thereon; or (iii) reducing the percentage or otherwise affecting the classes of Bonds the consent of the Owners of which is required to effect any such modification or a mendment; or (iv) creating any preference or priority of any Bond of a Series over any other Bond of such Series.

#### ARTICLE XII DEFEASANCE

Section 1201. Defeasance and Discharge of the Lien of this Master Indenture and Supplemental Indentures.

(a) If the District pays or causes to be paid, or there shall otherwise be paid, to the Owners of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon and the obligations under any Letter of Credit Agreement and any Liquidity Agreement, at the times and in the manner stipulated therein and in this Master Indenture and

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with the Trustee and that such Bonds are deemed to have been paid in accordance with this Section 1201 and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, if applicable, on such Bonds; and (iv) an opinion of Bond Counsel to the effect that such defeasance is permitted under this Master Indenture and the Supplemental Indenture relating to the Series of Bonds so defeased and that, in the case of Tax-Exempt Bonds, such defeasance will not adversely affect the tax exempt status of such Series of Bonds. Neither Federal Securities nor moneys deposited with the Trustee pursuant to this Section 1201 nor principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or redemption price, if applicable, and interest on such Bonds; provided that any cash received from such principal or interest payments on such Federal Securities deposited with the Trustee: (i) to the extent such cash shall not be required at any time for such purpose as evidenced by an Accountant's Certificate or, and to the extent all obligations under any Letter of Credit Agreement or any Liquidity Agreement are assistifed, as determined by an Insurer or an issuer of any Credit Facility and any Liquidity Facility securing the Bonds with respect to which such Federal Securities have been so deposited, shall be paid over upon the direction of the District as received by the Trustee, free and clear of any trust, lien, pledge or assignment securing such Bonds or otherwise existing under this Master Indenture; and (ii) to the extent such eash shall be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Securities maturing at times and in amounts sufficient to pay when due the principal or redemption price, if applicable, and interest to become due on such Bonds, or obligations under any Letter of Credit Agreement

- (c) As to any Variable Rate Bonds, whether discharged and satisfied under the provisions of subsection (a) or (b) above, the amount required for the interest thereon shall be calculated at the maximum rate permitted by the terms of the provisions which authorized the issuance of such Variable Rate Bonds; provided, however, that if on any date, as a result of such Variable Rate Bonds having borne interest at less than such maximum rate for any period, the total amount of moneys and Investment Obligations on deposit for the payment of interest on such Variable Rate Bonds is in excess of the total amount which would have been required to be deposited on such date in respect of such Variable Rate Bonds in order to fully discharge and satisfy such Bonds and obligations under Letter of Credit Agreement and any Liquidity Agreement pursuant to the provisions of this Section, the District may use the amount of such excess free and clear of any trust, lien, security interest, pledge or assignment securing said Variable Rate Bonds or otherwise existing under this Master Indenture or under any Liquidity Agreement.
- (d) Notwithstanding any of the provisions of this Master Indenture to the contrary, Option Bonds may only be fully discharged and satisfied either pursuant to subsection (a) above or by depositing in the Series Interest Account, the Series Principal Account and the Series Redemption Account, or in such other accounts which are irrevocably pledged to the payment of

the Option Bonds, as the District may create and establish by Supplemental Indenture, moneys which together with other moneys lawfully available therefor shall be sufficient at the time of such deposit to pay when due the maximum amount of principal of and redemption price, if any, and interest on such Option Bonds which could become payable to the Owners of such Bonds upon the exercise of any options provided to the Owners of such Bonds; provided however, that if, at the time a deposit is made pursuant to this subsection (d), the options originally exercisable by the Owner of an Option Bond are no longer exercisable, such Bond shall not be considered an Option Bond for purposes of this subsection (d). If any portion of the moneys deposited for the payment of the principal of and redemption price, if any, and interest on Option Bonds is not required for such purpose and is not needed to reimburse an Insurer or an issuer of any Credit Facility or Liquidity Facility, for obligations under any Letter of Credit Agreement any Liquidity Agreement, the District may use the amount of such excess free and clear of any trust, lien, security interest, pledge or assignment securing such Option Bonds or otherwise existing under this Master Indenture or any Letter of Credit Agreement or Liquidity Agreement.

- (e) Anything in this Master Indenture to the contrary notwithstanding, any moneys held by the Trustee or any Paying Agent in escrow for the payment and discharge of any of the Bonds which remain unclaimed for two (2) years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bonds became due and payable, shall, at the written request of the District be repaid by the Trustee or Paying Agent to the District, as its absolute property and free from trust, and the Trustee or Paying Agent shall thereupon be released and discharged with respect thereto and the Owners shall look only to the District for the payment of such Bonds; provided, however, that before being required to make any such payment to the District, the Trustee or Paying Agent shall, at the expense of the District, cause to be mailed, postage prepaid, to any Insurer or any issuer of any Credit Facility or Liquidity Facility, and to each registered Owner of Bonds then Outstanding at the address, if any, appearing upon the registry books of the District, a notice that such moneys remain unclaimed and that, after a date named in such notice, which date shall be not less than thirty (30) days after the date of the mailing of such notice, the balance of such moneys then unclaimed shall be returned to the District.
- (f) In the event that the principal and Redemption Price, if applicable, and interest due on the Bonds shall be paid by the Insurer pursuant to a municipal bond insurance policy, the assignment and pledge and all covenants, agreements and other obligations of the District to the Owners of such Bonds shall continue to exist and the Insurer shall be subrogated to the rights of such Owners.
- (g) Anything in this Master Indenture to the contrary notwithstanding, the provisions of the foregoing subsections (b) through (f) shall apply to the discharge of Bonds of a Series and to the discharge of the lien of any Supplemental Indenture securing such Series of Bonds as though each reference to the "Master Indenture" were a reference to such "Supplemental Indenture" and as though each reference to "Bonds Outstanding" were a reference to the "Bonds of such Series Outstanding."

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To the District, addressed to:

Babcock Ranch Community Independent Special District c/o District Manager Fishkind & Associates, Inc. 12051 Corporate Blvd., Orlando, FL 32817

To the Trustee, addressed to:

U.S. Bank National Association 225 East Robinson Street Suite 250 Orlando, Florida 32801 Attention: Corporate Trust

or to such other address as shall be provided to the other party hereto in writing.

All documents received by the District and the Trustee under this Master Indenture shall be retained in their possession, subject at all reasonable times to the inspection of any Owner and the agents and representatives thereof.

Section 1303. Manner of Giving Notice to the Owners. Any notice, demand, direction, request, or other instrument authorized or required by this Master Indenture to be mailed to the Owners shall be deemed to have been sufficiently mailed if mailed by first class mail, postage pre-paid, to the Owners at their addresses as they appear at the time of mailing on the registration books maintained by the Bond Registrar.

Section 1304. Successorship of District Officers. If the offices of Chairman, or Secretary shall be abolished or any two or more of such offices shall be merged or consolidated, or in the event of a vacancy in any such office by reason of death, resignation, removal from office or otherwise, or in the event any such officer shall become incapable of performing the duties of his office by reason of sickness, absence from the District or otherwise, all powers conferred and all obligations and duties imposed upon such officer shall be performed by the officer succeeding to the principal functions thereof or by the officer upon whom such powers, obligations and duties shall be imposed by law.

Section 1305. Inconsistent Provisions. All provisions of any resolutions, and parts thereof, which are inconsistent with any of the provisions of this Master Indenture are hereby declared to be inapplicable to this Master Indenture.

Section 1306. Further Acts; Counterparts. The officers and agents of the District are hereby authorized and directed to do all the acts and things required of them by the Bonds and this Master Indenture, for the full, punctual and complete performance of all of the terms, covenants, provisions and agreements contained in the Bonds and this Master Indenture.

This Master Indenture and any Supplemental Indenture may be executed in duplicate counterparts each of which shall constitute one and the same agreement.

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Section 1202. Moneys Held in Escrow. All moneys and obligations held by an escrow or paying agent or trustee pursuant to this Section shall be held in escrow and the principal and interest of said obligations when received, and said moneys, shall be applied to the payment, when due, of the principal, interest and premium, if any, of the Bonds to be paid or to be called for redemption.

### ARTICLE XIII MISCELLANEOUS PROVISIONS

Section 1301. Effect of Covenant. All covenants, stipulations, obligations and agreements of the District contained in this Master Indenture shall be deemed to be covenants, stipulations, obligations and agreements of the District and of the Governing Body of the District to the full extent authorized or permitted by law and all such covenants, stipulations, obligations and agreements shall bind or inure to the benefit of the successor or successors thereof from time to time and any officer, board, body or commission to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Except as otherwise provided herein, all rights, powers and privileges conferred, and duties and liabilities imposed, upon the District or upon the Governing Body by this Master Indenture shall be exercised or performed by the Governing Body, or by such other officers, board, body or commission as may be required by law to exercise such powers or to perform such duties.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member, agent or employee of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 1302. Manner of Giving Notice to the District and the Trustee. Any notice, demand, direction, request or other instrument authorized or required by this Master Indenture to be given to or filed with the District or the Governing Body or the Trustee shall be deemed to have been sufficiently given or filed for all purposes of this Master Indenture if and when sent by certified mail, return receipt requested:

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Section 1307. Headings Not Part of Indenture. Any headings preceding the texts of the several Articles and Sections hereof and any table of contents, marginal notes or footnotes appended to copies hereof shall be solely for convenience of reference, and shall not constitute a part of this Master Indenture, nor shall they affect its meaning, construction or effect.

Section 1308. Effect of Partial Invalidity. In case any one or more of the provisions of this Master Indenture or of any Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Master Indenture or of the Bonds, but this Master Indenture and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The Bonds are issued and this Master Indenture is adopted with the intent that the laws of the State of Florida shall govern their construction.

Section 1309. Attorneys' Fees. Any reference herein to the term "attorneys' fees" or "legal fees" or words of like import shall include but not be limited to fees of legal assistants and paralegal and fees incurred in any and all legal proceedings, including any trial or appellate level proceedings, and any sales tax thereon.

Section 1310. Effective Date. This Master Indenture shall be effective as of the date first above-written.

first above-written SOOCK PARTIES (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Babcock Ranch Community Independent Special District

By: San (

ATTEST:

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By: Afrally Secretary

U.S. Bank National Association,

as Trustee

y: Vice President

### EXHIBIT A FORM OF REQUISITION

- (A) Requisition Number:
- (B) Name of Payee:
- (C) Amount Payable:
- (D) 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):
  - (E) Fund or Account and subaccount, if any, from which disbursement to be made:

The undersigned hereby certifies that |obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the [\_\_\_\_] Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the [\_\_\_\_] Project and each represents a Cost of the [\_\_\_\_] Project, and has not previously been paid] OR [this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid].

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

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

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

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Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

Babcock Ranch Community Independent Special District

COMMUNITY DEVELOPMENT

By:		
-	Authorized Officer	

### CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED INTEREST REQUESTS ONLY

If this requisition is for a disbursement for other than Capitalized Interest or 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 of 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 attached as an Exhibit to the [ Supplemental Indenture, as such report shall have been amended or modified on the date hereof.
By:

#### ELEVENTH SUPPLEMENTAL TRUST INDENTURE

### by and between

### BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT

and

### U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION as Trustee

dated as of November 1, 2024

\$56,985,000

BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT SPECIAL ASSESSMENT REVENUE BONDS,

SERIES 2024

(SERIES 2024 PROJECT)

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### ELEVENTH SUPPLEMENTAL TRUST INDENTURE

THIS ELEVENTH SUPPLEMENTAL TRUST INDENTURE (the "Eleventh Supplemental Indenture"), dated as of November 1, 2024, by and between BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT (the "District") and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), a national banking association, having the authority to accept and execute trusts of the character herein set out, with its designated corporate trust office and post office address located at 550 West Cypress Creek Road, Suite 380, Fort Lauderdale, Florida 33309, Attention: Corporate Trust.

WHEREAS, the District is an independent special district duly created, organized and existing pursuant to Chapter 2007-306, Laws of Florida, on June 27, 2007, as amended by Chapter 2016-257, Laws of Florida, on March 25, 2016 (collectively, the "Act"); and

WHEREAS, the premises governed by the District currently consist of approximately 13,630 gross acres of land located in Charlotte County, Florida and an additional approximately 4,157 gross acres of land located in Lee County, Florida (collectively, the "District Lands"); and

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

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

WHEREAS, the District has previously adopted Resolution No. 2008-04 on November 1, 2007 (the "Original Bond Resolution"), as amended by Resolution No. 2020-19 adopted on July 30, 2020 (the "Amending Bond Resolution" and together with the Original Bond Resolution, the "Bond Resolution" and together with the Original Bond Resolution, the "Bond Resolution" and together with the Original Bond Resolution, the "Bond Resolution" authorizing an increase from not to exceed \$10,500,000,000 to \$14,350,000,000 in aggregate principal amount of its Special Assessment Revenue Bonds (the "Bonds") to finance all or a portion of the planning, 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 the Master Indenture (as defined herein); and

WHEREAS, pursuant to the Bond Resolution, the Bonds are to be issued in one or more Series of Bonds as authorized under the Master Indenture, which Bonds were validated by final judgment of the Circuit Court of the Twentieth Judicial Circuit of Florida in and for Charlotte County, Florida on April 1, 2008, as subsequently amended and supplemented in a final judgment of the Circuit Court of the Twentieth Judicial Circuit of Florida in and for Charlotte, Collier, Glades, Hendry and Lee Counties, rendered on December 2, 2020; and

WHEREAS, the District duly adopted Resolution Nos. 2022-25, 2022-29, 2024-50, 2024-52, 2024-56, 2024-58, 2024-58, 2024-62, and 2024-64 on February 24, 2022, February 24, 2022, May 29, 2024, May 29,

Special Assessments"), pursuant to the Act and Chapters 170 and 197, Florida Statutes, indicating the location, nature and estimated cost of the improvements which cost is to be defrayed by the Series 2024 Special Assessments, providing the manner in which the Series 2024 Special Assessments will be made, designating the lands upon which the Series 2024 Special Assessments will be levied, authorizing the preparation of a preliminary assessment roll and fixing the time and place of a public hearing; and

WHEREAS, the District duly adopted Resolution Nos. 2022-26, 2022-30, 2024-51, 2024-53, 2024-57, 2024-59, 2024-61, 2024-63 and 2024-65 on February 24, 2022, February 24, 2022, May 29, 2024, May 29, 2024 and May 29, 2024, setting a public hearing to be held on June 28, 2024, for the purpose of hearing ent on imposing the Series 2024 Special Assessments; and

**WHEREAS**, the District duly adopted Resolution Nos. 2022-38, 2022-40, 2024-71, 2024-72, 2024-74, 2024-75, 2024-76, 2024-77 and 2024-78 on April 28, 2022, April 28, 2022, June 28, 2024, June 28, 2024 and June 28, 2024 equalizing, approving, confirming and levying the Series 2024 Special Assessment on the property within the District benefited by the Series 2024 Project; and

WHEREAS, the District duly authorized the undertaking of the Series 2024 Project (as defined herein), a portion of which is to be financed with the proceeds of the Series 2024 Bonds (as herein defined), as described more particularly in the Engineer's Report Phase VII Project Area: Charlotte County - MidTown - Parcel 1, 2, 3, and 4, Charlotte County - Webbs Reserve; Lee County - Lee County - Parcels 1 and 2; Supplement to Phase VI Project Area (Lee County — DiVosta Parcel — Phase 2): and Charlotte County — Tuckers Cove (Phase I C & ID), dated May 2024, amended October 2024, prepared by Kimley-Horn & Associates (the "Series 2024 Engineer's Report"), and equalizing, approving, confirming and levying the Series 2024 Special Assessments on the property within the District benefited by the Series 2024 Project; and

WHEREAS, the Series 2024 Engineer's Report sets forth certain public master capital improvements to be constructed, acquired, equipped and installed for the purposes of giving access improvements to constructed, adulted, equipped and instanted in the purposes of girng access to and servicing the approximately 1,189 gross acres, located in Charlotte County and Lee County, Florida and comprised of approximately 2,473 units over multiple parcels (collectively, the "Series 2024 Assessment Area") which master capital improvements comprise the "Series 2024 Project" as summarized in Exhibit A attached to this Eleventh Supplemental Indenture; and

WHEREAS, on September 30, 2024, the District approved an Amended Master Special Assessment Methodology Report for Phase VII and Supplement to Master Special Assessment Methodology Report for Phase VI for the Tucker's Cove, former Trabue, and DiVosta Parcels dated May 29, 2024, and amended September 26, 2024, as amended and supplemented by the Final Supplemental Special Assessment Methodology Report for Phase VII and Supplement to Master Special Assessment Methodology Report for Phase VII for the Tuckers Cove, former Trabue, and DiVosta Parcels dated November 13, 2024, each prepared by the Methodology Consultant, setting forth the District's methodology for allocating debt to property within the Series 2024 Assessment Area (together, the "Assessment Methodology Reports"); and

Eleventh Supplemental Indenture and (b) does hereby, in confirmation of the Master Indenture. grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in the trusts under the Series 2024 Indenture, and to them and their successors and assigns forever, all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Series 2024 Indenture and the provisions of the Series 2024 Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Series 2024 Indenture, the revenues derived by the District from the Series 2024 Special Assessments (the "Series 2024 Indenture, the revenues derived by the District from the Series 2024 Special Assessments (the "Series 2024 Indenture, the revenues derived by the District from the Series 2024 Special Assessments (the "Series 2024 Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Series 2024 Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Series 2024 Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Series 2024 Indenture, the revenues derived by the District from the Series 2024 Special Assessments (the "Series 2024 Indenture, the revenues derived by the District from the Series 2024 Special Assessments (the "Series 2024 Indenture, the Indenture, the Indenture Indenture Indenture, the Indenture Inde Pledged Revenues") and the Funds and Accounts (except for the Series 2024 Rebate Account) established hereby (the "Series 2024 Pledged Funds") which shall comprise the Trust Estate securing the Series 2024 Bonds (the "Series 2024 Trust Estate");

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

IN TRUST NEVERTHELESS, upon the terms and trusts in the Series 2024 Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the Series 2024 Bonds issued or to be issued under and secured by this Eleventh Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any one Series 2024 Bond over any other Series 2024 Bond by reason of priority in

PROVIDED FURTHER HOWEVER, that if the District, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Series 2024 Bonds or any Series 2024 Bond of a particular maturity issued, secured and Outstanding under this Eleventh Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2024 Bonds and this Eleventh Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this Eleventh Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of the Master Indenture and this Eleventh Supplemental Indenture, then upon such final payments, this Eleventh Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Series 2024 Bonds or any Series 2024 Bond of a particular maturity, otherwise this Eleventh Supplemental Indenture shall remain in full force and effect;

THIS ELEVENTH SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Series 2024 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as in the Master Indenture (except as amended directly or by implication by this Eleventh Supplemental Indenture), including this Eleventh Supplemental Indenture, expressed, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Series 2024 Bonds, as follows:

WHEREAS, the District plans to fund a portion of certain offsite road improvements with funds from a Florida State Infrastructure Bank Loan, which is expected to be primarily repaid from certain developer transportation fee revenues, and certain special debt assessments (the "SIB Loan Special Assessments") as described in the SR 31 Offsite Road Improvement Special Assessment Methodology Report dated May 12, 2021, as supplemented and amended from time to time, prepared by the Methodology Consultant, and approved by the Board on May 4, 2021; and

WHEREAS, the SIB Loan Special Assessments are on parity with the Series 2024 Special Assessments imposed, levied and collected on the Charlotte County lands comprising a portion of the Series 2024 Assessment Area or landowner contributions in lieu of the SIB Loan Special Assessments as the secondary sources of repayment; and

WHEREAS, the District has determined that it would be in the best interest of the landowners of the District for the District to issue, and the District has determined to issue its Babcock Ranch Community Independent Special District Special Assessment Revenue Bonds, Series 2024 (the "Series 2024 Bonds") all for the primary purpose of providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Series 2024 Project; and

WHEREAS, the Series 2024 Bonds are being issued pursuant to the Master Indenture and this Eleventh Supplemental Indenture and the proceeds thereof will primarily be used to provide funds for a portion of the Costs of the Series 2024 Project; and

WHEREAS, the Series 2024 Bonds will be payable from and secured by the Series 2024 Pledged Revenues (as herein defined) consisting primarily of the Series 2024 Special Assessments;

WHEREAS, the execution and delivery of the Series 2024 Bonds and of this Eleventh Supplemental Indenture have been duly authorized by the Governing Board of the District and all things necessary to make the Series 2024 Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Eleventh Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the Series 2024 Trust Estate (as defined herein) have been done;

### NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS ELEVENTH SUPPLEMENTAL TRUST INDENTURE WITNESSETH:

That the District, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the Series 2024 Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price of, and interest on, all Outstanding Series 2024 Bonds from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and such other payments due under any Credit Facility (as defined in the Master Indenture), and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this Eleventh Supplemental Indenture and in the Series 2024 Bonds: (a) has executed and delivered this

### ARTICLE I

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

"Acquisition Agreement" shall mean the Acquisition Agreement between the District and the Developer regarding the acquisition of certain work product, improvements and/or real property dated November 27, 2024.

"Arbitrage Certificate" shall mean that certain Arbitrage Certificate, including arbitrage rebate covenants of the District, dated November 27, 2024 relating to certain restrictions on arbitrage under the Code with respect to the Series 2024 Bonds.

ment Methodology Reports" shall have the meaning as assigned in the recitals to this Eleventh Supplemental Indenture

"Authorized Denomination" shall mean, with respect to the Series 2024 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 2024 Bonds at the time of initial delivery of the Series 2024 Bonds, such beneficial owner must either execute and deliver to the Underwriter on the date of delivery of the Series 2024 Bonds the investor letter substantially in the form attached hereto as Exhibit C 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.

"Bond Depository" shall mean the securities depository from time to time under Section 201 hereof, which may be the District.

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

"Capital Improvement Program" shall mean the program of assessable capital improvements described in the Series 2024 Assessment Proceedings, of which the Series 2024

"Collateral Assignments" shall mean collectively, each of the Collateral Assignment and Assumption of Development and Contract Rights Relating to each respective phase of development comprising the Series 2024 Assessment Area, dated November 27, 2024, each entered into by the Developer or Lennar Homes in favor of the District.

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"Completion Agreements" shall mean collectively, the Completion Agreements between the District, and the Developer or Lennar Homes, respectively, regarding the Completion of Certain Improvements for the Series 2024 Project, dated November 27, 2024.

"Consulting Engineer" shall have the meaning as assigned in the recitals to this Eleventh Supplemental Indenture.

"Continuing Disclosure Agreement" shall mean the Continuing Disclosure Agreement for the benefit of the Beneficial Owners of the Series 2024 Bonds, dated November 27, 2024, by and among the District, the Developer, Lennar Homes and the dissemination agent named therein, in connection with the issuance of the Series 2024 Bonds.

"Declarations of Consent" shall mean collectively, the Declarations of Consent to Jurisdiction of Babcock Ranch Community Independent Special District and to Imposition of Special Assessments dated November 27, 2024, delivered by the Developer, Lennar Homes and the Tuckers Cove Landowner, respectively.

"Delinquent Assessment Interest" shall mean Series 2024 Assessment Interest deposited by the District with the Trustee on or after April 1 of the year in which such Assessment Interest has, or would have, become delinquent under State law applicable thereto.

"Delinquent Assessment Principal" shall mean Series 2024 Assessment Principal deposited by the District with the Trustee on or after April 1 of the year in which such Series 2024 Assessment Principal has, or would have, become delinquent under State law applicable thereto.

"Developer" shall mean Babcock Property Holdings, L.L.C., a Delaware limited liability company.

"District Manager" and "Methodology Consultant" shall mean Wrathell, Hunt and Associates, LLC and its successors and assigns.

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

"Interest Payment Date" shall mean each May 1 and November 1, commencing May 1, 2025, and any other date on which principal of the Series 2024 Bonds is paid.

"Lennar Homes" shall mean Lennar Homes, LLC, a Florida limited liability company.

"Majority Owners" shall mean the Beneficial Owners of more than fifty percent (50%) of the then Outstanding principal amount of the Series 2024 Bonds.

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

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

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"Series 2024 Indenture" shall mean the Eleventh Supplemental Indenture and Master Indenture.

"Series 2024 Investment Obligations" shall mean Investment Obligations authorized under the Master Indenture and includes any of the following securities, if and to the extent that such securities are legal investments for funds of the District;

### Government Obligations;

- (ii) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies or such other government sponsored agencies which may presently exist or be hereafter created; provided that, such bonds, debentures, notes or other evidences of indebtedness are fully guaranteed as to both principal and interest by the United States of America; Bank for Cooperatives; Federal Intermediate Credit Banks; Federal Financing Bank; Federal Home Loan Bank System; Export-Import Bank of the United States; Farmers Home Administration; Small Business Administration; Inter-American Development Bank; International Bank for Reconstruction and Development; Federal Land Banks; the Federal National Mortgage Association; the Government National Mortgage Association; the Tennessee Valley Authority; or the Washington Metropolitan Area Transit Authority;
- (iii) Shares of money market mutual funds that are rated in the highest rating category for such funds by either Moody's or S&P, or, which invest only in the obligations described in (i) and (ii) above, including money market mutual funds of the Trustee bank meeting such criteria;
- $\mbox{(iv)} \qquad \mbox{Commercial paper rated in the highest rating category by either Moody's or S\&P;}$
- (v) Deposits, Federal funds or bankers' acceptances (with term to maturity of 270 days or less) of any bank, including the Trustee Bank, which, at the time of deposit, has an unsecured, uninsured and unguaranteed obligation rated in one of the top two rating categories by both Moody's and S&P; and
- (vi) In addition to deposits described in subsection (v) of this definition, negotiable or non-negotiable certificates of deposit, time deposits or other similar banking arrangements issued by any bank or trust company, including the Trustee, or any federal savings and loan association, the deposits of which are insured by the Federal Deposit Insurance Corporation (including the FDIC's Savings Association Insurance Fund), which securities, to the extent that the principal thereof exceeds the maximum amount insurable by the Federal Deposit Insurance Corporation and, therefore, are not so insured, shall be fully secured to the extent permitted by law as to principal and interest by the securities listed in subsection (i), (ii) or (iii) above; provided, however, that with respect to securities used to secure securities hereunder, in addition to direct and general obligations of any political subdivision or instrumentality of any such state, to the payment of the principal of and interest on which the full faith and credit of such subdivision or instrumentality is

"Redemption Date" shall mean any date on which Outstanding Series 2024 Bonds are called for redemption; provided, however that the Redemption Date for extraordinary mandatory redemption of Series 2024 Bonds, in part, from funds on deposit in the Series 2024 Prepayment Subaccount is limited to Quarterly Redemption Dates, except with respect to final payment of the Series 2024 Bonds.

"Reserve Release Conditions #1" shall mean collectively (i) all lots subject to the Series 2024 Special Assessments have closed with builders, as certified by the District Manager in writing and upon which the Trustee may conclusively rely, and (ii) there shall be no Events of Default under the Series 2024 Indenture with respect to the Series 2024 Bonds, as certified by the District Manager in writing and upon which the Trustee may conclusively rely.

"Reserve Release Conditions #2" shall mean collectively (i) satisfaction of Reserve Release Conditions #1, (ii) all lots subject to the Series 2024 Special Assessments have constructed homes thereon which have each received a certificate of occupancy, (iii) all of the principal portion of the Series 2024 Special Assessments has been assigned to such homes, and (iv) there shall be no Events of Default under the Series 2024 Indenture, all as certified by the District Manager in writing and upon which the Trustee may conclusively rely.

"Series 2024 Acquisition and Construction Account" shall mean the account established in accordance with Section 401(a) herein.

"Series 2024 Assessment Area" shall have the meaning as assigned in the recitals to this Eleventh Supplemental Indenture.

"Series 2024 Assessment Interest" shall mean the interest on the Series 2024 Special Assessments which is pledged to the Series 2024 Bonds.

"Series 2024 Assessment Principal" shall mean the principal amount of the Series 2024 Special Assessments received by the District which represent a proportionate amount of the principal of and Amortization Installments (as defined in the Master Indenture) of the Series 2024 Bonder

"Series 2024 Assessment Proceedings" shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2024 Special Assessments, including, but not limited to Resolutions Nos. 2022-25, 2022-26, 2022-30, 2022-38, 2022-40, 2024-50, 2024-51, 2024-52, 2024-56, 2024-56, 2024-57, 2024-58, 2024-60, 2024-61, 2024-62, 2024-63, 2024-64, 2024-65, 2024-71, 2024-72, 2024-73, 2024-76, 2024-77, 2024-78, 2024-91, 2025-04, 2025-05, 2025-06, 2025-07, 2025-08, 2025-09, 2025-10, 2025-11 and 2025-12, and as may be supplemented, adopted by the Governing Board of the District, and any supplemental proceedings undertaken by the District with respect to the Series 2024 Special Assessments and the Assessment Methodology Reports as approved thereby.

"Series 2024 Bonds" shall have the meaning as assigned in the recitals to this Eleventh Supplemental Indenture.

"Series 2024 Engineer's Report" shall have the meaning as assigned in the recitals to this Eleventh Supplemental Indenture.

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pledged if such obligations are initially rated in one of the three highest rating categories without regard to gradations within any such categories by either S&P or Moody's.

Under all circumstances, the Trustee shall be entitled to rely that the direction of an Authorized Officer with respect to any investment directed by the District is conclusive evidence that the investment is permitted under the Series 2024 Indenture and is a legal investment for funds of the District.

"Series 2024 Pledged Funds" shall mean all of the Funds and Accounts created hereby with the Trustee, including the Subaccounts therein other than the Series 2024 Rebate Account in the Rebate Fund

"Series 2024 Pledged Revenues" shall mean the Series 2024 Special Assessments

"Series 2024 Prepayment Principal" shall mean the excess amount of Series 2024 Assessment Principal received by the District over the Series 2024 Assessment Principal included within a Series 2024 Special Assessment appearing on any outstanding and unpaid tax bill, whether or not mandated to be prepaid in accordance with the Series 2024 Assessment Proceedings. Anything herein or in the Master Indenture to the contrary notwithstanding, the term Series 2024 Prepayment Principal shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.

"Series 2024 Project" shall have the meaning as assigned in the recitals to this Eleventh Supplemental Indenture.

"Series 2024 Reserve Account Requirement" shall be (i) initially, an amount equal to fifty percent (50%) of the maximum annual debt service on the Series 2024 Bonds as calculated from time to time; (ii) upon the occurrence of the Reserve Release Conditions #1, twenty-five percent (25%) of the maximum annual debt service on the Series 2024 Bonds as calculated from time to time; and (iii) upon the occurrence of the Reserve Release Conditions #2, ten percent (10%) of the maximum annual debt service on the Series 2024 Bonds as calculated from time to time; and (iii) upon the occurrence of the Reserve Release Conditions #2, ten percent (10%) of the maximum annual debt service on the Series 2024 Bonds as calculated from time to time. Upon satisfaction of the Reserve Release Conditions #1 or Reserve Release Conditions #2, as applicable, such excess amount shall be released from the Series 2024 Reserve Account and transferred to the Series 2024 Acquisition and Construction Account in accordance with the provisions of Sections 403(a) and 405 hereof. For the purpose of calculating the Series 2024 Reserve Account Requirement, fifty percent (50%) of maximum annual debt service, twenty-five percent (25%) of maximum annual debt service, as the case may be, shall be recalculated in connection with the extraordinary mandatory redemption described in Exhibit B attached hereto hereof (but not upon the optional or mandatory sinking fund redemption thereof) and such excess amount shall be released from the Series 2024 Reserve Account and, other than as provided in the immediately preceding sentence, transferred to the Series 2024 General Redemption Subaccount or the Series 2024 Prepayment Subaccount as applicable, in accordance with the provisions of the form of Series 2024 Bonds at forth as Exhibit B hereto. Amounts on deposit in the Series 2024 Reserve Account may, upon final maturity or redemption of all Outstanding Series 2024 Bonds be used to pay principal of and interest on the Series 2024 Bonds at that time. Initially, the

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"SIB Loan Special Assessments" shall have the meaning as assigned in the recitals to this Eleventh Supplemental Indenture.

"Substantially Absorbed" shall mean the date on which a principal amount of the Series 2024 Special Assessments equaling at least seventy-five percent (75%) of the then-Outstanding principal amount of the Series 2024 Bonds are levied on tax parcels within the District with respect to which a certificate of occupancy has been issued for a structure thereon and are occupied by end users. The District Manager shall present the Trustee with a certification that the Series 2024 Special Assessments are Substantially Absorbed and the Trustee may rely conclusively upon such certification and shall have no duty to verify if the Series 2024 Special Assessments are Substantially Absorbed.

"True-Up Agreements" shall mean collectively, the True-Up Agreements dated November 27 2024, by and between the District, and the Developer, Lennar Homes or the Tuckers Cove Landowner, respectively, relating to the true-up of Series 2024 Special Assessments as they relate to each phase of development comprising the Series 2024 Assessment Area.

"Tuckers Cove Landowner" shall mean LNR3 AIV LLC, a Delaware limited liability company.

"Underwriter" shall mean FMSbonds, Inc., the underwriter of the Series 2024 Bonds,

### ARTICLE II. AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2024 BONDS

Section 201. Authorization of Series 2024 Bonds; Book-Entry Only Form. The Series 2024 Bonds are hereby authorized to be issued in one Series in the aggregate principal amount of \$56,985,000 for the purposes enumerated in the recitals hereto to be designated "Babcock Ranch Community Independent Special District Special Assessment Revenue Bonds, Series 2024 (Series 2024 Project)." The Series 2024 Bonds shall be substantially in the form set forth as Exhibit B to this Eleventh Supplemental Indenture. Each Series 2024 Bond shall bear the designation "R" and shall be numbered consecutively from 1 unwards.

The Series 2024 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2024 Bond for each maturity thereof. Upon initial issuance, the ownership of each such Series 2024 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Series 2024 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to Series 2024 Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any indirect Bond Participant. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the Series 2024 Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the

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Maturity		Interest	Initial	
(May 1)	Amount	Rate	CUSIP No.	
2031	\$ 5,780,000	4.300%	05616K BT6	
2044	20,025,000	5.000	05616K BU3	
2055	31 180 000	5.250	05616K BV1	

Section 203. Dating; Interest Accrual. Each Series 2024 Bond shall be dated its date of initial issuance and delivery. Each Series 2024 Bond also shall bear its date of authentication. Each Series 2024 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such Series 2024 Bond has been paid, in which event such Series 2024 Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Series 2024 Bonds, in which event, such Series 2024 Bonds shall bear interest from its date of issuance. Interest on the Series 2024 Bonds shall be due and payable on each May 1 and November 1, commencing May 1, 2025, and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 204. Denominations. The Series 2024 Bonds shall be issued in Authorized Denominations.

Section 205. Paying Agent. The District appoints the Trustee as Paying Agent for the Series 2024 Bonds.

Section 206. Bond Registrar. The District appoints the Trustee as Bond Registrar for the Series 2024 Bonds.

Section 207. Conditions Precedent to Issuance of Series 2024 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2024 Bonds, all the Series 2024 Bonds shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Series 2024 Assessment Proceedings;
- (b) Executed copies of the Master Indenture and this Eleventh Supplemental Indenture;
- (c) A Bond Counsel opinion to the effect that: (i) the District has the right and power under the Act as amended to the date of such opinion to authorize, execute and deliver the Master Indenture and this Eleventh Supplemental Indenture, and the Master Indenture and this Eleventh Supplemental Indenture, and the Master Indenture and delivered by the District, are in full force and effect and are valid and binding upon the District and enforceable in accordance with their respective terms; (ii) the Master Indenture, as amended and supplemented by this Eleventh Supplemental Indenture, creates the valid pledge which it purports to create of the Series 2024 Trust Estate in the manner and to the extent provided in the Master Indenture and this Eleventh Supplemental Indenture; and (iii) the Series 2024 Bonds are valid, binding, special obligations of the District, enforceable in accordance with their terms and the terms of the Master Indenture and this Eleventh Supplemental Indenture, subject to bankruptcy, insolvency or other

registration books kept by the Bond Registrar, of any notice with respect to the Series 2024 Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2024 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each Series 2024 Bond is registred in the registration books kept by the Bond Registrar as the absolute owner of such Series 2024 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2024 Bond, for the purpose of registering transfers with respect to such Series 2024 Bond, for the purpose of registering transfers with respect to such Series 2024 Bond, for the purpose of registering transfers with respect to such Series 2024 Bond, for the purpose of registering transfers with respect to such Series 2024 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2024 Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2024 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Series 2024 Bonds to the extent of the Sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Series 2024 Bond evidencing the obligation of the District to make payments of principal, premium, if any,

Upon receipt by the Trustee or the District of written notice from DTC: (i) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding Series 2024 Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the beneficial owners of the Series 2024 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Series 2024 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, but may be registered in whatever name or names Owners transferring or exchanging the Series 2024 Bonds shall designate, in accordance with the provisions hereof.

Section 202. Terms The Series 2024 Bonds shall be issued as three (3) Term Bonds, shall be issued in one series, shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates set forth below:

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laws affecting the rights of creditors generally and entitled to the benefits of the Act as amended to the date of such opinion, and the Series 2024 Bonds have been duly and validly authorized and issued in accordance with law and the Master Indenture and this Eleventh Supplemental Indenture; and a customary bond counsel tax opinion opining that interest on the Series 2024 Bonds is exempt from federal income taxation:

- (d) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2024 Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this Eleventh Supplemental Indenture;
- Series 2024 Engineer's Report prepared by the Consulting Engineer describing the Series 2024 Project;
  - (f) Customary closing opinions of District Counsel and Bond Counsel;
- (g) A certified copy of the final judgments of validation with a certificate of no appeal with respect to the Series 2024 Bonds; and
- (h) Executed copies of the Arbitrage Certificate, the Continuing Disclosure Agreement, the Completion Agreements, the Declarations of Consent, the Collateral Assignments, the True-Up Agreements and the Acquisition Agreement.

Payment to the Trustee of \$56,187,210.00 being the net proceeds from the initial issuance of the Series 2024 Bonds shall constitute conclusive evidence that the conditions precedent to the issuance of the Series 2024 Bonds have been met to the satisfaction of the District and the Underwriter.

### ARTICLE III. REDEMPTION OF SERIES 2024 BONDS

Section 301. Bonds Subject to Redemption; Notice. The Series 2024 Bonds are subject to redemption prior to maturity as provided in the form thereof set forth as <a href="Exhibit B">Exhibit B</a> to this Eleventh Supplemental Indenture.

Notwithstanding anything in the Master Indenture or this Eleventh Supplemental Indenture to the contrary, notice of optional redemption may be conditioned upon the occurrence of non-occurrence of such event or events as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

# ARTICLE IV. DEPOSIT OF SERIES 2024 BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF

**Section 401. Establishment of Accounts**. There are hereby established, the following Funds and Accounts.

- (a) There are hereby established within the Acquisition and Construction Fund held by the Trustee the following accounts: (i) a "Series 2024 Acquisition and Construction Account," and (ii) a "Series 2024 Costs of Issuance Account."
- (b) There are hereby established within the Debt Service Fund held by the Trustee: (i) a "Series 2024 Debt Service Account" and therein a "Series 2024 Sinking Fund Account," a "Series 2024 Interest Account," and a "Series 2024 Capitalized Interest Account," and (ii) a "Series 2024 Redemption Account" and therein a "Series 2024 Prepayment Subaccount."
- (c) There is hereby established within the Reserve Fund held by the Trustee a "Series 2024 Reserve Account," which shall be held for the benefit of all of the Series 2024 Bonds, without distinction as to Series 2024 Bonds and without privilege or priority of one Series 2024 Bond over another.
- (d) There is hereby established within the Revenue Fund held by the Trustee a "Series 2024 Revenue Account."
- (e) There is hereby established within the Rebate Fund held by the Trustee a "Series 2024 Rebate Account."
- Section 402. Use of Series 2024 Bond Proceeds. The net proceeds of sale of the Series 2024 Bonds, consisting of \$56,985,000.00 principal amount of Series 2024 Bonds, less Underwriter's discount of \$797,790.00, resulting in net proceeds of sale of the Series 2024 Bonds of \$56,187,210.00, shall as soon as practicable upon the delivery thereof to the Trustee by the District pursuant to Section 207 of the Master Indenture, be applied as follows:
- (a) \$1,866,571.25, representing the Series 2024 Reserve Account Requirement shall be deposited to the credit of the Series 2024 Reserve Account;
- (b) \$300,052.50, representing the costs of issuance relating to the Series 2024 Bonds shall be deposited to the credit of the Series 2024 Costs of Issuance Account and applied to pay the costs of issuance of the Series 2024 Bonds;
- (c) \$2,678,253.22\$ shall be deposited into the Series 2024 Capitalized Interest Account and applied to pay capitalized interest on the Series 2024 Bonds; and
- (d) \$51,342,333.03 in aggregate amount of the remaining net proceeds of the Series 2024 Bonds shall be deposited to the credit of the Series 2024 Acquisition and Construction Account and applied to the respective Costs of the Series 2024 Project.

### Section 403. Series 2024 Acquisition and Construction Account and Series 2024 Capitalized Interest Account.

(a) Amounts on deposit in the Series 2024 Acquisition and Construction Account shall be held by the Trustee, except as provided in Section 403(b) below, and shall be requisitioned by the District, using the form of requisition attached hereto as <a href="Exhibit D">Exhibit D</a>, subject to the provisions of Section 707 hereof, to pay Costs of the Series 2024 Project as defined in the Series 2024 Engineer's Report upon compliance with the requisition provisions set forth in Section 503(b) of the Master

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Accounts therein and available therefor are insufficient and for no other purpose. Such Account shall consist only of cash and Series 2024 Investment Obligations.

On the earliest date on which there is on deposit in the Series 2024 Reserve Account, sufficient monies, after taking into account other monies available therefor (other than the Series 2024 Rebate Account and the Series 2024 Acquisition and Construction Account), to pay and redeem all of the Outstanding Series 2024 Bonds, together with accrued interest on such Series 2024 Bonds to the earliest date of redemption permitted therein and herein, then the Trustee shall transfer the amount on deposit in the Series 2024 Reserve Account into the Series 2024 Prepayment Subaccount in the Series 2024 Redemption Account to pay and redeem all of the Outstanding Series 2024 Bonds on the earliest date permitted for redemption therein and herein.

Anything in the Master Indenture or herein to the contrary notwithstanding, amounts on deposit in the Series 2024 Reserve Account shall, upon the occurrence and continuance of an Event of Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of Delinquent Assessment Interest.

Section 406. Amortization Installments. (a) The Amortization Installments for the Series 2024 Bonds shall be as set forth in the forms of Bonds attached hereto.

(b) Upon any redemption of Series 2024 Bonds (other than Series 2024 Bonds redeemed in accordance with scheduled Amortization Installments and other than Series 2024 Bonds redeemed at the direction of the District accompanied by a cash flow certificate as required by Section 506(b) of the Master Indenture), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so as to amortize the Outstanding Series 2024 Term Bonds in substantially equal annual installments of principal and interest (subject to rounding to the nearest \$5,000 increment of principal) over the remaining term of the Series 2024 Bonds.

Section 407. Tax Covenants and Rebate Accounts. The District shall comply with the covenants set forth in the District's Arbitrage Certificate issued in connection with the issuance of the Series 2024 Bonds, as amended and supplemented from time to time in accordance with their terms.

### Section 408. Establishment of Series 2024 Revenue Account in the Revenue Fund; Application of Revenues and Investment Earnings.

- (a) The Trustee is hereby authorized and directed to establish within the Revenue Fund a Series 2024 Revenue Account into which the Trustee shall deposit any and all amounts required to be deposited therein by this Section 408 or by any other provision of the Master Indenture or this Supplemental Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2024 Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Series 2024 Indenture and from all other moneys of the Trustee.
- (b) The Trustee shall deposit into the Series 2024 Revenue Account the Series 2024 Special Assessments, other than the Series 2024 Prepayment Principal which shall be identified by the District to the Trustee as such in writing upon deposit and which shall be deposited into

Indenture. Upon satisfaction of either the Reserve Release Conditions #1 or the Reserve Release Conditions #2, as the case may be, the amount on deposit in the Series 2024 Reserve Account in excess of the Series 2024 Reserve Account Requirement, as applicable and as calculated by the District, shall then be transferred by the Trustee to the Series 2024 Acquisition and Construction Account as directed in writing to the Trustee by the District Manager, upon consultation with the Consulting Engineer, and applied as provided in this Section 403(a).

Anything in the Master Indenture to the contrary notwithstanding, the Consulting Engineer shall establish a Date of Completion (as defined in the Master Indenture) for the Series 2024 Project, and any balance remaining in the Series 2024 Acquisition and Construction Account allocable to the Series 2024 Project (taking into account the moneys currently on deposit therein to pay any accrued but unpaid Costs of the Series 2024 Project which are required to be reserved in the Series 2024 Acquisition and Construction Account in accordance with the certificate of the Consulting Engineer establishing such Date of Completion), shall be deposited into the Series 2024 Prepayment Subaccount and applied to the redemption of the Series 2024 Bonds in accordance with Section 301 hereof and in the manner prescribed in the form of Series 2024 Bonds in formation of the Series 2024 Bonds in accordance with Section 301 hereof and in the manner prescribed in the form of Series 2024 Bonds set forth as Exhibit B hereto. Notwithstanding the foregoing, the Series 2024 Acquisition and Construction Account shall not be closed until after the Reserve Release Conditions #2 shall have occurred and the excess funds from the Series 2024 Reserve Account shall have been transferred to the Series 2024 Acquisition and Construction Account and applied in accordance with this Section 403(a). The Trustee shall not be responsible for determining the amount in the Series 2024 Project.

(b) Amounts on deposit in the Series 2024 Capitalized Interest Account shall, until and including November 1, 2025, be transferred into the Series 2024 Interest Account and applied to the payment of interest first coming due on the Series 2024 Bonds, and thereafter transferred into the Series 2024 Acquisition and Construction Account, and the Series 2024 Capitalized Interest Account shall be closed.

Section 404. Costs of Issuance Account. The amount deposited in the Series 2024 Costs of Issuance Account shall, at the written direction of an Authorized Officer to the Trustee, using the form of requisition attached hereto as Exhibit D, be used to pay the costs of issuance relating to the Series 2024 Bonds. On the earlier to occur of: (x) the written direction of an Authorized Officer or (y) six months after the date of delivery of the Series 2024 Bonds any amounts deposited in the Series 2024 Costs of Issuance Account which have not been requisitioned shall be transferred over and deposited into the Series 2024 Costs of Issuance Account shall be closed.

Section 405. Series 2024 Reserve Account. The Series 2024 Reserve Account shall be initially funded in an amount equal to the Series 2024 Reserve Account Requirement. Except as otherwise provided herein or in the Master Indenture, amounts on deposit in the Series 2024 Reserve Account shall be used only for the purpose of making payments into the Series 2024 Interest Account, and the Series 2024 Sinking Fund Account to pay Debt Service on the Series 2024 Bonds, when due, without distinction as to Series 2024 Bonds and without privilege or priority of one Series 2024 Bond over another, to the extent the moneys on deposit in such

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Series 2024 Prepayment Subaccount in the Redemption Account, and any other revenues required by other provisions of the Series 2024 Indenture to be deposited therein.

- (c) On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or if such forty-fifth (45th) day is not a Business Day, on the Business Day next preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the Series 2024 Prepaymet Subaccount of the Series 2024 Redemption Account and, shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2024 Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2024 Prepayment Subaccount in accordance with the provisions for extraordinary redemption of the Series 2024 Bonds set forth in the form of Series 2024 Bond attached hereto, Section 301 hereof, and Article III of the Master Indenture. In addition, and together with the moneys transferred from the Series 2024 Reserve Account pursuant to Section 405 above, if the amount on deposit is not sufficient to redeem a principal amount of the Series 2024 Bonds in an Authorized Denomination, the Trustee shall be authorized to withdraw amounts from the Series 2024 Revenue Account to round-up to the nearest Authorized Denomination. The Trustee is further authorized and directed to withdraw from the Series 2024 Interest Account (or the amounts in the Series 2024 Interest Account are insufficient, from the Series 2024 Revenue Account, the amount of interest accrued and due on the Series 2024 Bonds subject to redemption on any Redemption Date. Notwithstanding the foregoing, no transfers from the Series 2024 Revenue Account shall be made for the Series 2024 Bonds for the redemption pursuant to Section 301 hereof if as a result the deposits required under paragraph (d) below, FIRST through THIRD cannot be made in full.
- (d) On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1) commencing on May 1, 2025, the Trustee shall first transfer from the Series 2024 Capitalized Interest Account to the Series 2024 Interest Account the lesser of (x) the amount of interest coming due on the Series 2024 Bonds on such May 1 or November 1, less the amount already on deposit therein, or (y) the amount remaining in the Series 2024 Capitalized Interest Account.

Following the foregoing transfers, on such May 1 or November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall transfer amounts on deposit in the Series 2024 Revenue Account to the Funds and Accounts designated below in the following amounts and in the following order of priority:

FIRST, from the Series 2024 Revenue Account to the Series 2024 Interest Account of the Series 2024 Debt Service Account, an amount equal to the amount of interest payable on all Series 2024 Bonds then Outstanding on such May 1 or November 1, less any amount transferred from the Series 2024 Capitalized Interest Account in accordance with Section 403(b) hereof, and less any other amount already on deposit in the Series 2024 Interest Account not previously credited;

SECOND, on each May 1, to the Series 2024 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2024 Bonds subject to mandatory sinking fund redemption on such May 1, and the amount already on deposit in the Series 2024 Sinking Fund Account not previously credited;

THIRD, to the Series 2024 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2024 Reserve Account Requirement with respect to the Series 2024 Bonds; and

FOURTH, the balance shall be retained in the Series 2024 Revenue Account

- (e) On any date required by the Arbitrage Certificate, the District shall give the Trustee written direction, and the Trustee shall, transfer from the Series 2024 Revenue Account to the Series 2024 Rebate Account established for the Series 2024 Bonds in the Rebate Fund in accordance with the Master Indenture, the amount due and owing to the United States, which amount shall be paid, to the United States, when due, in accordance with such Tax Regulatory Covenants.
- (f) Anything herein or in the Master Indenture to the contrary notwithstanding, moneys of the Eposit in all of the Funds and Accounts held as security for the Series 2024 Bonds shall be invested only in Series 2024 Investment Obligations, and further, earnings on the Series 2024 Acquisition and Construction Account, the Series 2024 Capitalized Interest Account, and the Series 2024 Interest Account shall be retained, as realized, in such Accounts or subaccounts and used for the purpose of such Account or subaccount. Earnings on investments in the other Funds and Accounts other than the Series 2024 Reserve Account shall be deposited, as realized, to the credit of the Series 2024 Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2024 Reserve Account shall be disposed of as follows:

- (i) if there was no deficiency (as defined in Section 509 of the Master Indenture) in Series 2024 Reserve Account as of the most recent date on which amounts on deposit in the Series 2024 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2024 Reserve Account since such date which have created a deficiency, then earnings on the Series 2024 Reserve Account shall be deposited into the Series 2024 Capitalized Interest Account through November 1, 2025 and thereafter, earnings in the Series 2024 Reserve Account shall be deposited into the Series 2024 Revenue Account and used for the purpose of such Account; and
- (ii) if as of the last date on which amounts on deposit in the Series 2024 Reserve Account were valued by the Trustee there was a deficiency (as defined in Section 509 of the Master Indenture), or if after such date withdrawals have been made from the Series 2024 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2024 Reserve Account shall be deposited into the Series 2024 Reserve Account Requirement, and then earnings on the Series 2024 Reserve Account through November 1, 2025 and thereafter, earnings in the Series 2024 Reserve Account shall be deposited into the Series 2024 Reserve Account under 1, 2025 and the Requirement, and the Series 2024 Reserve Account shall be deposited into the Series 2024 R

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#### ARTICLE VII. MISCELLANEOUS

Section 701. Confirmation of Master Indenture. As supplemented by this Eleventh Supplemental Indenture, the Master Indenture is in all respects ratified and confirmed, and this Eleventh Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to this Eleventh Supplemental Indenture and to the Series 2024 Bonds issued hereunder.

Section 702. Continuing Disclosure Agreement. Contemporaneously with the execution and delivery hereof, the District has executed and delivered a Continuing Disclosure Agreement together with the Developer or any successor entity constituting an "obligated person" under the Continuing Disclosure Agreement, in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934. The District covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement, however, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but, instead shall be enforceable by mandamus, injunction or any other means of specific performance. Anything herein or in the Master Indenture to the contrary notwithstanding, the District shall not be required to provide financial statements or other reports to the Trustee to the extent that they are required to be filed with a national repository in accordance with the Continuing Disclosure Agreement.

Section 703. Additional Covenant Regarding Assessments. In addition, and not in limitation of, the covenants contained elsewhere in this Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2024 Special Assessments, including the Assessment Methodology Reports, and to levy the Series 2024 Special Assessments and any required true-up payments set forth in the Assessment Methodology Reports, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2024 Bonds, when due.

Section 704. Collection of Assessments. Anything herein or in the Master Indenture to the contrary notwithstanding, Series 2024 Special Assessments levied on platted lots and pledged hereunder to secure the Series 2024 Bonds shall be collected pursuant to the Uniform Method and Series 2024 Special Assessments levied on unplatted lots and pledged hereunder to secure the Series 2024 Bonds shall be collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method, in each case unless otherwise directed by the Trustee acting at the direction of the Majority Owners.

All Series 2024 Special Assessments that are collected directly by the District and not via the Uniform Method shall be due and payable by the landowner no later than thirty (30) days prior to each Interest Payment Date.

Section 705. Assignment of District's Rights Under Collateral Assignments. The District hereby assigns its rights under the Collateral Assignments to the Trustee for the benefit of

### ARTICLE V. CONCERNING THE TRUSTEE

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

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

Section 503. Trustee's Duties. Nothing contained herein shall limit the rights, benefits, privileges, protection and entillements inuring to the Trustee under the Master Indenture, including, particularly, Article VI thereof.

### ARTICLE VI. ADDITIONAL BONDS

### Section 601. No Parity Bonds; Limitation of Additional Debt.

The District covenants not to issue any other Bonds or other debt obligations secured by the Series 2024 Special Assessments levied on the Series 2024 Assessment Area. Such covenants not to issue any other Bonds or other debt obligations for capital projects, secured by Assessments not to issue any other Bonds or other debt obligations for capital projects, secured by Assessments on assessable lands which are subject to the Series 2024 Special Assessments levied on the Series 2024 Assessment Area, except for the SIB Loan Special Assessments (as it relates to the lands in Charlotte County), unless the Series 2024 Special Assessments have been Substantially Absorbed. As stated, certain lands in Charlotte County will be encumbered with both the Series 2024 Special Assessment and the SIB Loan Special Assessments, which while on parity, the SIB Loan Special Assessments will be collected directly by the District and paid to the Florida State Infrastructure Bank and not the Trustee, and therefore will not be commingled with the Series 2024 Special Assessment. The District shall be responsible for ensuring the SIB Loan Special Assessments are not comingled with the Series 2024 Special Assessments. The District shall present the Trustee with a certification that the Series 2024 Special Assessments. The District shall present the Trustee with a certification that the Series 2024 Special Assessments have been Substantially Absorbed and the Trustee may conclusively rely upon such certification with no duty to verify if the Series 2024 Special Assessments are Substantially Absorbed.

Notwithstanding any of the foregoing, the District shall not be precluded from imposing Special Assessments or non-ad valorem assessments on lands within the District for the health, safety, and welfare of the District's residents or for purposes of remediating any natural disaster, catastrophic damage, or failure that has occurred with respect to any capital project or any component thereof.

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the Owners, from time to time, of the Series 2024 Bonds. The Trustee has accepted no duties under the Collateral Assignments.

Section 706. Enforcement of Completion Agreements. The District, either through its own actions, or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the Completion Agreements, upon the occurrence and continuace of a default under the Completion Agreements, the District covenants and agrees that the Trustee, at the direction of the Majority Owners, but subject to Trustee's rights under Section 604 of the Master Indenture, has the right to act on behalf of, and in the District's stead, to enforce the provisions of the Completion Agreements and to pursue all available remedies under applicable law or in equity. Anything herein or in the Master Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the Completion Agreements upon demand of the Majority Owners, or the Trustee at the direction of the Majority Owners, shall constitute an Event of Default under the Series 2024 Indenture without benefit of any period for cure, and entitle the Majority Owners of the Series 2024 Bonds to direct the Trustee to declare that the aggregate principal amount of all of Series 2024 Bonds then Outstanding shall be due and payable immediately pursuant to the provisions of Section 903 of the Master Indenture. The Trustee has accepted no duties under the Completion Agreements.

Section 707. Owner Direction and Consent with Respect to Series 2024 Acquisition and Construction Account Upon Occurrence of Event of Default. In accordance with the provisions of the Series 2024 Indenture, the Series 2024 Bonds are payable solely from the Series 2024 Trust Estate. Anything in the Series 2024 Indenture to the contrary notwithstanding, the District hereby acknowledges that (i) the Series 2024 Pledged Funds includes, without limitation, all amounts on deposit in the Series 2024 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the Series 2024 Bonds, the Series 2024 Pledged Funds may not be used by the District (whether to pay costs of the Series 2024 Project or otherwise) without the consent of the Majority Owners, except to the extent that prior to the occurrence of the Event of Default the District had incurred a binding obligation with third parties for work on the Series 2024 Project and payment is for such work, and (iii) the Series 2024 Pledged Funds may be used by the Trustee, at the direction or with the approval of the Majority Owners, but subject to Trustee's rights under Section 604 of the Master Indenture, to pay costs and expenses incurred in connection with the pursuit of remedies under the Series 2024 Project after the occurrence of an Event of Default unless authorized in writing by the Majority Owners.

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

IN WITNESS WHEREOF, Babcock Ranch Community Independent Special District has caused these presents to be signed in its name and on its behalf by its Chair, and its official seal to be hereunto affixed and attested by its Assistant Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized officer.

(SEAL)	BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRIC	
Attest:		
Cindy Cerbone Assistant Secretary	By: William Vander May, Chair, Governing Board	
	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee	
	By: Amanda Kumar, Vice President	

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### EXHIBIT B

### FORM OF SERIES 2024 BONDS

No. R-

### UNITED STATES OF AMERICA

### STATE OF FLORIDA

#### BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024 (SERIES 2024 PROJECT)

Interest	Maturity	Dated	
Rate	Date	Date	CUSIP
%	May 1, 20	November 27, 2024	05616K

Registered Owner: CEDE & CO.

Principal Amount:

BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT, an independent special district duly established and existing pursuant to Chapter 2007-306, Laws of Florida, as amended (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Series 2024 Indenture mentioned hereinafter) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest to the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing May 1, 2025, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Series 2024 Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date balb be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Series 2024 Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular record date for such interest, which shall be the frifteenth (15th) day of the calendar month next preceding such Interest Payment Date, or, if such day is not a Business Day on the Business Day immediately preceding such day rovided, however, that on o

EXHIBIT A
DESCRIPTION OF SERIES 2024 PROJECT

Series 2024 Project includes, but is not limited to, the following improvements as described in the Series 2024 Engineer's Report

					Sens 2024 Project	D#				Total
1	Les County Parcel 1	Lee County Partel 2	Midfown Parset 5	MicTown Parcel 2	Midfows Parcel 3	Mofform Partel 4	Core - Plase 1C & 1D (5)(2)	Meddes Reserve (193)	Distracts (Phase 2) (2)	Cost Phase 18 Project
Channy, Grabbing, Earthwork	\$4,985,000	14,526,000	\$2,62,000	\$2,305,000	25,649.00	\$1,586,000	\$ 3,582,000	\$1,000,006	34/1/00	\$28,287,538
Esty Festures Stylholog	\$ 81,000	\$ 81,000	3, 81,000	\$ 81,000	\$ 81,000	\$ 81,000	11000	\$38,830		\$ 585,020
Megation	*	- 1		2	*	* *		*	\$1,536,000	\$1,006,000
Office	1311,000	\$ 120,000	\$ 212,000	\$223,000	\$141,000	\$ 234,000	\$57,000	\$38,63	\$ 3,600,000	11,001,00
Master Storm	\$1,100,000	\$ 564,000	\$1,000,000	\$ 1,058,000	1464,000	\$1,010,000	\$1,631,000	\$1,982,485	\$ 2,661,000	\$11,406,465
(adopte)	\$312,000	\$ 155,000	\$ 275,000	1300	\$159,000	\$ 275,000	\$ 580,000	\$ 596,329	\$ 7,528,000	120200
Design and Persolating	\$1573,000	\$304,000	\$ 594,000	\$153,000	\$384,000	\$ 999,000	\$1,144,000	1139,033	\$1,051,000	\$1,002,070
CRAME TOTAL	96,528,000	\$7,786,000	\$6,036,000	\$4,572,000	\$ 2,413,000	\$3,771,000	\$7,545,000	S7.578,542	916,367,000	362,064,542

Tollores Come 8 Wilde Reserve Indiate Paratum | Section | Section | Section | Section | Manager | Manager

College coace or segment and any propert compress destination some man experience covered in process. The propert compress destination to desting college and any any and any any and any and any and any and any and any any and a larger paid of a large

Souwer, Engineer's Report Phase I'll Project Area; Charlotte Coump. MalTown - Pareel 1, 2, 3, and 4, Charlotte Coump. - Webbs Rese Pareels I and 2. Supplement to Phase I Project Area Lee Coump. - Dilivost Pareel - Phase 2, and Charlotte Coump. - Tuckers May 2024, amended October 2024, prepared by Kimley-Horn & Associates.

which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. Except as provided herein, any payment of principal, Amortization Installment or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, located in Fort Lauderdale, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"). Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular record date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than \$1,000,000 in aggregate principal amount of the Series 2024 Bonds, as defined below). So long as the Bonds are held in book entry form, presentation shall not be required and the book entry system for payments shall control. Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is one of a duly authorized issue of bonds of the District designated "Special Assessment Revenue Bonds, Series 2024 (Series 2024 Project)" in the aggregate principal amount of \$56,985,000 (the "Series 2024 Bonds") (the Series 2024 Bonds, together with any other Bonds issued under and governed by the terms of, the Master Indenture, are hereinafter collectively referred to as the "Bonds"), under a Master Trust Indenture, dated December 1, 2015 (the "Master Indenture"), as supplemented by a Eleventh Supplemental Trust Indenture, dated as of November 1, 2024 (the "Eleventh Supplemental Indenture") and, together with the Master Indenture, the "Series 2024 Indenture"), each by and between the District and U.S. Bank Trust Company, National Association, located in Fort Lauderdale, Florida, as trustee (the "Trustee"). The Series 2024 Bonds are issued in an aggregate principal amount of \$56,985,000, which together with other available funds of the District will be used to: (i) finance a portion of the cost of acquiring, constructing and equipping the Series 2024 Project (as defined in the Eleventh Supplemental Indenture); (ii) pay certain costs associated with the issuance of the Series 2024 Bonds; (iii) pay a portion of the interest to become due on the Series 2024 Bonds; and (iv) make a deposit into the Series 2024 Reserve Account for the benefit of the Series 2024 Bonds.

NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE MASTER INDENTURE OR IN THE ELEVENTH SUPPLEMENTAL INDENTURE AUTHORIZING THE ISSUANCE OF THE SERIES 2024 BONDS. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE MASTER INDENTURE, THE ELEVENTH SUPPLEMENTAL INDENTURE, OR THE SERIES 2024 BONDS.

INDENTURE, OR THE SERIES 2024 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2024 TRUST ESTATE, ALL AS PROVIDED HEREIN, IN THE MASTER INDENTURE AND IN THE ELEVENTH SUPPLEMENTAL INDENTURE.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the ordinances and resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Series 2024 Indenture, have happened, exist and have been performed as so required. This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Series 2024 Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

THE TERMS AND PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE HEREOF AND SUCH CONTINUED TERMS AND PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

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### [FORM OF CERTIFICATE OF AUTHENTICATION FOR SERIES 2024 BONDS]

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

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

Date of Authentication:	By:
_	Amanda Kumar, Vice President

IN WITNESS WHEREOF, Babcock Ranch Community Independent Special District has caused this Bond to bear the signature of the Chair of its Governing Board and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Assistant Secretary to the Governing Board.

[Official Seal]	BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT
Attest:	
	By:
Cindy Cerbone	By: William Vander May

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### [TEXT OF SERIES 2024 BOND]

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 2007-306, Laws of Florida, as amended by Chapter 2016-257 Laws of Florida, and other applicable provisions of law and pursuant to the Series 2024 Indenture, exceed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Series 2024 Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Bonds issued under the Series 2024 Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Amortization Installment and Redemption Price of, and the interest on, the Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Assessments (as defined in the Series 2024 Indenture), the terms and conditions under which the Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Series 2024 Indenture and the rights of the registered Owners of the Bonds, and, by the acceptance of this Bond, the registered and beneficial Owners hereof assent to all of the provisions of the Series 2024 Indenture. The Series 2024 Bonds are equally and ratably secured by the Series 2024 Trust Estate, without preference or priority of one Series 2024 Bond over another. The Eleventh Supplemental Indenture does not authorize the issuance of any additional Bonds ranking on a parity with the Series 2024 Bonds as to the lien and pledge of the Series 2024 Trust Estate.

The Series 2024 Bonds are issuable only as registered bonds without coupons in current interest form in Authorized Denominations. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Fort Lauderdale, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Bond or Bonds, in the same aggregate principal amount as the Bond or Bonds transferred, will be issued to the transferee. At the corporate trust office of the Bond Registrar in Fort Lauderdale, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

### Optional Redemption

The Series 2024 Bonds maturing after May 1, 2035, are subject to redemption prior to maturity at the option of the District, in whole or in part, on any date on or after May 1, 2035, at the Redemption Price of 100% of the principal amount of such Series 2024 Bonds or portions thereof to be redeemed, together with accrued interest to the Redemption Date.

### Mandatory Redemption

The Series 2024 Term Bonds maturing May 1, 2031, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2024  $\,$ 

Sinking Fund Account established under the Eleventh Supplemental Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment
2026	\$865,000	2029	\$ 980,000
2027	900,000	2030	1,025,000
2028	940,000	2031*	1,070,000

<sup>\*</sup> Maturity

The Series 2024 Term Bonds maturing May 1, 2044, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2024 Sinking Fund Account established under the Eleventh Supplemental Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment
2032	\$1,120,000	2039	\$1,590,000
2033	1,180,000	2040	1,670,000
2034	1,240,000	2041	1,760,000
2035	1,300,000	2042	1,850,000
2036	1,370,000	2043	1,945,000
2037	1,440,000	2044*	2,045,000
2038	1,515,000		

<sup>\*</sup> Maturity

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redemption shall be in part, the District shall select such principal amount of Series 2024 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2024 Bonds is substantially level.

(c) on the date on which the amount on deposit in the Funds and Account (other than the Series 2024 Rebate Account and the Series 2024 Acquisition and Construction Account) are sufficient to pay and redeem all of the Series 2024 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2024 Bonds shall be called for redemption, the particular Series 2024 Bonds or portions of Series 2024 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Series 2024 Indenture.

Notice of each redemption of Series 2024 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the Redemption Date to each registered Owner of Series 2024 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Series 2024 Indenture, the Series 2024 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2024 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2024 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Series 2024 Indenture and the Owners thereof shall have no rights in respect of such Series 2024 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Series 2024 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.

As provided in the Series 2024 Indenture, notice of optional redemption may be conditioned upon the occurrence of non-occurrence of such event or events as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

The Owner of this Bond shall have no right to enforce the provisions of the Master Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Series 2024 Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Series 2024 Indenture.

In certain events, on the conditions, in the manner and with the effect set forth in the Series 2024 Indenture, the principal of all the Series 2024 Bonds then Outstanding under the Series 2024 Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

The Series 2024 Term Bonds maturing May 1, 2055, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2024 Sinking Fund Account established under the Eleventh Supplemental Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment
2045	\$2,150,000	2051	\$2,945,000
2046	2,265,000	2052	3,105,000
2047	2,390,000	2053	3,275,000
2048	2,515,000	2054	3,450,000
2049	2,655,000	2055*	3,635,000
2050	2,795,000		

As more particularly set forth in the Series 2024 Indenture, any Series 2024 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2024 Bonds. Amortization Installments are also subject to recalculation, as provided in the Eleventh Supplemental Indenture, as the result of the redemption of Series 2024 Bonds so as to reamortize the remaining Outstanding principal balance of the Series 2024 Bonds as set forth in the Eleventh Supplemental Indenture.

#### Extraordinary Mandatory Redemption

\* Maturity

The Series 2024 Bonds are subject to Extraordinary Mandatory Redemption prior to maturity, in whole on any date or in part on any Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

- (a) on or after the Date of Completion (as defined in the Master Indenture) of the Series 2024 Project, by application of moneys allocable to the Series 2024 Project transferred from the Series 2024 Acquisition and Construction Account in the Acquisition and Construction Fund established under the Series 2024 Indenture, to the Series 2024 Prepayment Subaccount of the Series 2024 Redemption Account together with moneys deposited therein in accordance with the provisions of the Eleventh Supplemental Indenture, as a result of the reduction of the Series 2024 Reserve Account Requirement from other than the occurrence(s) of the Reserve Release Conditions #1 or Reserve Release Conditions #2. If such redemption shall be in part, the District shall select such principal amount of Series 2024 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2024 Bonds is substantially level.
- (b) from Prepayments (as defined in the Master Indenture) or other moneys deposited into the Series 2024 Prepayment Subaccount of the Series 2024 Redemption Account. If such

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

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for six (6) years after the date when such Bond has become due and payable, either at its stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for six (6) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee cash or Federal Securities (as defined in the Series 2024 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 Series 2024 Indenture, together with the interest accrued to the due date, the lien of the Series 2024 Bonds as to the Series 2024 Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Series 2024 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.

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

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#### CERTIFICATE OF VALIDATION

This Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court of the Twentieth Judicial Circuit of Florida in and for Charlotte County, Florida, rendered on April 1, 2008, as subsequently amended and supplemented in a final judgment of the Circuit Court of the Twentieth Judicial Circuit of Florida in and for Charlotte, Collier, Glades, Hendry and Lee Counties, rendered on December 2, 2020.

/illiam	Vander	May		
hair				

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### EXHIBIT C

### FORM OF INVESTOR LETTER

[Date]

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

Re: \$56,985,000 Babcock Ranch Community Independent Special District Special Assessment Revenue Bonds, Series 2024 (Series 2024 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 \_\_\_\_, \_\_\_, 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:

- 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(1) 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:
  - $\hfill \square$  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

#### IFORM OF ABBREVIATIONS FOR SERIES 2024 BONDS

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 ENT as tenants by the entireties JT TEN as joint tenants with the right of survivorship and not as tenants in common UNIFORM TRANSFER MIN ACT - \_\_\_\_ Custodian Transfer to Minors Act Additional abbreviations may also be used though not in the above list. IFORM OF ASSIGNMENT FOR SERIES 2024 BONDSI For value received, the undersigned hereby sells, assigns and transfers unto this Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_\_, attorney to books of the District, with full power of substitution in the premises , attorney to transfer the said Bond on the Dated: Social Security Number or Employer: Identification Number of Transferee: Signature guaranteed: \_\_\_\_\_\_NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program. NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Bond in every particular without alteration or any change

limited liability company, not formed for the specific purpose of acquiring the Investor Bonds with assets exceeding \$5 million;

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- 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;
- $\Box$  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 November 4, 2024 of the Issuer and relating to the Bonds (the "Offering Document") and has reviewed the Offering Document and represents that such Offering Document has provided full and meaningful disclosure in order to make an informed decision to invest in the Investor Bonds.

Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Series 2024 Indenture.

[Name], [Type of Entity	1
By: Name:	
Title:	
Date:	
Or	
[Name], an Individual	

Very truly yours.

C-3

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

### BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT

By:		
	Authorized Officer	

### EXHIBIT D

#### FORMS OF REQUISITIONS

#### BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024 (SERIES 2024 PROJECT) COSTS OF ISSUANCE REQUISITION

The undersigned, an Authorized Officer of Babcock Ranch Community Independent Special District (the "District"), hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of December 1, 2015 (the "Master Indenture"), as amended and supplemented from time to time, particularly as supplemented by the Eleventh Supplemental Trust Indenture by and between the District and the Trustee, dated as of November 1, 2024 (the "Eleventh Supplemental Indenture" and, together with the Master Indenture, the "Series 2024 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2024 Indenture):

- (A) Requisition Number:
- (B) Name of Pavee:
- (C) Amount Payable:
- (D) 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):

Costs of Issuance for Series 2024 Bonds

(E) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2024 Costs of Issuance Account

The undersigned hereby certifies that this requisition is for Costs of Issuance payable from the Series 2024 Costs of Issuance Account that has not previously been paid.

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

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

D-1

#### BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024 (SERIES 2024 BONDS) SERIES 2024 ACQUISITION AND CONSTRUCTION ACCOUNT REQUISITION

The undersigned, an Authorized Officer of Babcock Ranch Community Independent Special District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of December 1, 2015 (the "Master Indenture"), as amended and supplemented from time to time, particularly as supplemented by the Eleventh Supplemental Trust Indenture by and between the District and the Trustee, dated as of November 1, 2024 (the "Eleventh Supplemental Indenture") and, together with the Master Indenture, the "Series 2024 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2024 Indenture):

- (A) Requisition Number:
- (B) Name of Payee:
- (C) Amount Payable:
- (D) 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):
  - (E) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2024 Acquisition and Construction Account

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and construction of a portion of the Series 2024 Project and each represents a Cost of the Series 2024 Project, and has not previously been paid.

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

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

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

# BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT

By:	
	Authorized Officer

# CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED INTEREST REQUESTS ONLY

If this requisition is for a disbursement for other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2024 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2024 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the Limited Offering Memorandum dated November 13, 2024, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Series 2024 Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Series 2024 Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

D-4

By:		
-	Consulting Engineer	

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# APPENDIX B FORM OF OPINION OF BOND COUNSEL



### [Date of Delivery]

Governing Board
Babcock Ranch Community Independent Special District
Charlotte and Lee Counties, Florida

Re: \$56,985,000 Babcock Ranch Community Independent Special District (Charlotte and Lee Counties, Florida) Special Assessment Revenue Bonds, Series 2024 (Series 2024 Project)

### Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance by the Babcock Ranch Community Independent Special District (the "District") of its \$56,985,000 original principal amount of Special Assessment Revenue Bonds, Series 2024 (Series 2024 Project) (the "Series 2024 Bonds"), issued and delivered on this date pursuant to Chapter 2007-306, Laws of Florida, effective on June 27, 2007, as amended by Chapter 2016-257, Laws of Florida, effective on March 25, 2016 (collectively, the "Act"). The Series 2024 Bonds are being issued pursuant to the Act, Resolution Nos. 2008-04, 2020-19 and 2024-89 adopted by the Governing Board of the District (the "Board") on November 1, 2007, July 30, 2020 and September 30, 2024, respectively (collectively, the "Resolution"). The Series 2024 Bonds are being issued and secured under that certain Master Trust Indenture, dated as of December 1, 2015 (the "Master Indenture"), as supplemented by that certain Eleventh Supplemental Trust Indenture, dated as of November 1, 2024 (together with the Master Indenture, the "Series 2024 Indenture"), each by and between the District and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee. Capitalized terms used herein without definitions have the meanings ascribed thereto in the Series 2024 Indenture.

The Series 2024 Bonds are being issued for the primary purpose of financing the Series 2024 Project.

To secure the payment of the Series 2024 Bonds, and subject to the terms of the Series 2024 Indenture, the District has pledged to the Holders of the Series 2024 Bonds, and granted a lien to the Holders of the Series 2024 Bonds on, the Series 2024 Trust Estate, which is comprised of the Series 2024 Pledge Revenues and the Series 2024 Pledged Funds.

In connection with this opinion, we have examined the Act, certified copies of the Resolution, the Series 2024 Indenture, the Arbitrage Certificate, a transcript of the proceedings related to the issuance of the Series 2024 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

Governing Board
Babcock Ranch Community Independent Special District
Charlotte and Lee Counties, Florida
[Date of Delivery]
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opinion. As to 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 Babcock Property Holdings, L.L.C., a Delaware limited liability company, without undertaking to verify such representations by independent investigation.

In connection with the execution and delivery of the Series 2024 Bonds, in our capacity as Bond Counsel, we have been requested to render the opinions contained in this letter. The opinions set forth below are expressly limited to, and we opine only with respect to, the laws of the State of Florida and the federal income tax laws of the United States of America.

Based on the foregoing, and subject to the qualifications and limitations stated herein, we are of the opinion that:

- 1. The District has the power to authorize, execute and deliver the Series 2024 Indenture, to perform its obligations thereunder and to issue the Series 2024 Bonds.
- 2. The Series 2024 Indenture has been duly authorized, executed and delivered by the District. The Series 2024 Indenture creates a valid pledge of the Series 2024 Trust Estate with respect to the Series 2024 Bonds 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 Series 2024 Bonds have been duly authorized by the District and, assuming the due authentication thereof, the Series 2024 Bonds constitute valid and binding limited obligations of the District, payable in accordance with, and as limited by, the terms of the Series 2024 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 Series 2024 Bonds in order that interest on the Series 2024 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 Series 2024 Bonds to be included in gross income for federal income tax purposes retroactive to their date of issuance. The District has covenanted in the Series 2024 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 2024 Bonds.

Under existing statutes, regulations, rulings and court decisions, subject to the assumption stated in the following paragraph, interest on the Series 2024 Bonds is excludable from the gross income of the owners thereof for federal income tax purposes. Furthermore, interest on the Series 2024 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In the case of the alternative minimum tax imposed by Section 55(b)(2) of the Code on applicable corporations (as defined in Section 59(k) of the Code), interest on the Series 2024 Bonds is not excluded from the determination of adjusted financial statement income.

Governing Board
Babcock Ranch Community Independent Special District
Charlotte and Lee Counties, Florida
[Date of Delivery]
Page 3 of 3

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 Series 2024 Bonds in order that interest on the Series 2024 Bonds not be included in gross income for federal income tax purposes.

5. The Series 2024 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, <u>Florida Statutes</u>, as amended, on interest, income or profits on debt obligations owned by corporations as defined in Chapter 220.

Except as stated in paragraphs 4 and 5 above, we express no opinion regarding federal or state tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of the Series 2024 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 Series 2024 Bonds are limited obligations of the District payable solely from the Series 2024 Trust Estate, and neither the full faith and credit nor the taxing power of the District, Charlotte and Lee Counties, Florida, the State of Florida or any other political subdivision thereof is pledged as security for the payment of the Series 2024 Bonds. The Series 2024 Bonds do not constitute an indebtedness of the District within the meaning of any constitutional or statutory provision or limitation.

We express no opinion herein with respect to any other document or agreement entered into by the District or by any other person in connection with the Series 2024 Bonds, other than as expressed herein.

Our opinions expressed herein are predicated upon present laws, facts and circumstances, and we assume no affirmative obligation to update the opinions expressed herein if such laws, facts or circumstances change after the date hereof.

Respectfully submitted,



# APPENDIX C ENGINEER'S REPORT



# Engineer's Report for Phase VII -

# **Project Area:**

Charlotte County - MidTown - Parcel 1,2,3, and 4;
Charlotte County - Webbs Reserve;
Lee County - Lee County Parcels 1 and 2;
Supplement to Phase VI Project Area (Lee County - DiVosta Parcel - Phase 2; and
Charlotte County - Tuckers Cove (Phase 1C & 1D)

# Babcock Ranch Community Independent Special District

May 2024, amended October 2024

# **Prepared for**

Governing Board
Babcock Ranch Community Independent Special District

Prepared by

KIMLEY-HORN & ASSOCIATES 1514 Broadway, Suite 301 FORT MYERS, FL 33901

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# INTRODUCTION

#### **Purpose**

The purpose of this report is to amend the report dated May 2024 to remove the Lee County Parcel 3 scope to account for changes to the development plan and timing and to describe the gross 1,189 +/- acres comprising of Lee County Parcels 1 and 2, MidTown Parcels 1,2,3, and 4, and Webbs Reserve, (hereinafter collectively referred to as "Phase VII") and Tuckers Cove (Phase 1C & 1D), and DiVosta Parcel Phase 2 (hereinafter collectively referred to as supplement to "Phase VI") of Babcock Ranch Community Independent Special District (hereinafter referred to as "BRCISD") which is located east of State Road 31 in Charlotte County and Lee County, Florida. The report will also describe the capital improvements to be constructed and financed by the BRCISD and their probable construction cost. The capital improvements described herein includes the master improvements necessary for the development of portions of Phase VI and Phase VII as well as neighborhood improvements that will specially benefit the Tuckers Cove (Phase 1C & 1D) Parcel. This report also describes the portion of the improvements that will be financed by the Series 2024 Bonds (as hereinafter defined).

### **General Description of the Proposed Development**

The Project Area is located in Charlotte and Lee County east of State Road 31, with MidTown Parcels 1,2,3 and 4 located east of Phase VI (Village 2), Lee County Parcels 1 and 2 are located south of VI (Village 2) and Phase 5 (Crescent Grove) and northeast of Phase VI (Divosta). Tuckers Cove (Phase 1C & 1D) Parcel located northeast of Phase 3 (Babcock National) and north of Phase VI (Village 2). DiVosta Parcel (Phase 2) located within Lee County in the southwest section of Babcock. The development of infrastructure for Phase 1A commenced in 2015 and the development of infrastructure for Phase 2A commenced in 2018, The development of infrastructure for 2B and 3A commenced in 2019, Phases 2C and 3B commenced in 2020, and the Series 2022 Project portion of Phase VI in 2022. Phases 1A, 2A, 2B, 2C, 2D, 4, and 5 are substantially complete with only general punch-list items and final top course of roadways remaining in select section. Phases 3C, 3D and 3E are currently under construction with the majority of the infrastructure complete and nearing completion of home construction, the location of Lee County Parcels 1 and 2, MidTown Parcels 1,2,3, and 4, Tuckers Cove (Phase 1C & 1D), Webbs Reserve, and DiVosta Parcel Phase 2, as well as their proximity to the previous assessment areas is shown in Exhibit 1.

The development of Phase VII and additional portion of Phase VI will include single-family, twin villa, and multifamily residential units, stormwater management systems, utility infrastructure, and landscaped roadways. Specifically, Lee County Parcel 1 is comprised of approximately 124.92 gross acres planned for 249 residential units, Lee County Parcel 2 comprised of approximately 175.77 gross acres planned for 124 residential units, MidTown Parcel 1 is comprised of approximately 58.0 gross acres planned for 220 residential units, MidTown Parcel 2 is comprised of approximately 58.55 gross acres planned for 231 residential units, MidTown Parcel 3 is comprised of approximately 32.89 gross acres planned for 146 residential units, MidTown Parcel 4 is comprised of approximately 30.62 gross acres planned for 222 residential units, Tuckers Cove (Phase 1C & 1D) is comprised of approximately 107.0 gross acres planned for 383 residential units, Webbs Reserve is comprised of approximately 416.9 gross acres planned for 1202 residential units, and DiVosta Parcel Phase 2 is comprised of approximately 184.25 gross acres planned for 500 residential units.

Only those portions of the public infrastructure improvements associated with the development of Phase 1 of Webbs Reserve, which contains 149.85 +/- acres and is planned for 398 residential units, will be part of the Series

2024 Project (as defined herein). Additional phases of Webbs Reserve are anticipated to be funded by future bond issuances.

Phase VII will encompass the areas shown in Exhibit 2. The BRCISD will construct or acquire, operate, and maintain portions of the infrastructure to support the proposed development. See "Ownership and Maintenance" herein for more detailed information.

#### **Overview**

At this time, the projected maximum plan of development for the land within Phase VII (referred to herein as the "Phase VII Project") includes master and a portion of the on-parcel infrastructure to service the 898+/acres described above and approximately 2,394 residential units. The portion of Phase VI Project area includes 291 +/- acres described above and approximately 883 residential units. A portion of the Phase VII Project and a portion of the remaining Phase VI Project is anticipated to be financed by the Series 2024 Bonds (the "Series 2024 Project"). As previously provided in Engineer's Report for Phase VI – Project Area, dated February 2022 ("2022 Engineer's Report"), portion of Series 2024 Bonds will be used to fund additional portions of master infrastructure improvements of the Phase VI Project associated with development areas generally known as Trabue (which encompasses Tuckers Cove) and DiVosta (Lee County Pulte Parcel) not previously funded by Series 2022 Bonds. The remainder of the Phase VI Project and Phase VII Project is anticipated to be financed by future series of bonds as will be detailed in supplemental engineer's reports. The Series 2024 Project is comprised of only master improvements, located within and offsite of the respective parcels, no neighborhood improvements are included within the Series 2024 Project. Planned development by area is shown in the below tables. All units will benefit from the Series 2024 Project. It is anticipated that the units not included within scope of the Series 2024 Project development plan will be specially benefitted by portions of the Phase VII Project that will be financed by future bond issuances as further discussed later in this report.

Lee County Parcel 1 – 124.92 ac +/-		
Single Family		
50' x 130' (Front Load)	119	Units
60' x 130' (Front Load)	130	Units
Total Units	24	9

Lee County Parcel 2 – 175.77 ac +/-		
Single Family		
120' x 130' (Front Load)	83	Units
150' x 130' (Front Load) 41 Units		Units
Total Units	12	4

MidTown Parcel 1 – 58.0 ac +/-		
Single Family		
40' x 130' (Front Load)	99	Units

50' x 130' (Front Load)	121	Units
Total Units	22	0

MidTown Parcel 2 – 58.55 ac +/-		
Single Family		
40 x 130' (Front Load) 231 Units		
Total Units	23	1

MidTown Parcel 3 – 32.89 ac +/-		
Single Family		
38' x 130' (Front Load) 146 Units		
Total Units	14	6

MidTown Parcel 4 – 30.62 ac +/-		
Single Family		
30' x 130' (Front Load) 222 Units		
Total Units	22	2

Tuckers Cove Parcel – 689.1 ac +/-		
Single Family	1861	
Multi-Family	404	
Total Units 2265		
Tuckers Cove (Phase 1C & 1D) Parcel – Series 2024 – 107.0 ac +/-		
Single Family – Phase 1C	236	
Single Family – Phase 1D	147	

Webbs Reserve Parcel – 416.9 ac +/-	
Single Family	406
Multi-Family	796
Total Units 1202	
Webbs Reserve Phase 1 – 149.85 ac +/-	
Single Family & Town Homes	398
Total	398

DiVosta Parcel – 426.1 ac+/-	
Single Family	
Total Units 1000	

DiVosta Parcel – Series 2024		
184.25 ac +/-		
Single Family 500		
Total Units 500		

The parcels comprising Phase VII and a portion of Phase VI are subdivided into nine major parcels (additional plats may be forthcoming). Anticipated land uses within each area of Phase VII and a portion of Phase VI are generally described as follows:

Description	Area (acres)
Residential	441
Lakes	293
Right-Of-Way	106
Future ROW & Lots	18
Open Space	173
Amenity	23
Golf Course	135
Preserve	0
Gross BRCISD Phase VII Area	1,189

In order to serve the residents and property owners of Phase VII and a portion of Phase VI, the BRCISD is developing a Capital Improvement Program (hereinafter referred to as the "Program") for the financing, construction and maintenance of certain improvements and facilities within, and adjacent to, each of the nine parcels, Lee County Parcels 1 and 2, MidTown Parcels 1,2,3, and 4, Tuckers Cove Phase 1C and 1D, Webbs Reserve, and DiVosta Parcel Phase 2 as described below. These improvements are required by, or are consistent with, the requirements of Charlotte County and/or Lee County, Florida, the South Florida Water Management District (SFWMD), the Florida Department of Transportation (FDOT), Babcock Ranch Community Independent Special District (BRCISD) and other applicable, regulatory, and jurisdictional entities. Brief descriptions of the improvements are included in the body of this report.

The Program contained in this report reflects the present intentions for the development of Phase VII and portion of Phase VI. The exact location of facilities may be modified during the course of approval and implementation, but these changes will not diminish or alter the benefits to be received by the land. BRCISD retains the right to make reasonable adjustments in the Program to meet the requirements of any governmental agency while providing the same or greater benefits to the land. Regulatory criteria will continue to evolve, and future changes may affect the implementation of the Program, as it may be changed from time to time. The implementation of any improvement outlined within the Program requires the final approval of the BRCISD'S Board of Governors.

Costs contained in this report have been prepared based on opinions of probable costs using available

information. It is possible that the probable costs could vary based on final engineering and ultimate construction bids.

A summary of the total Program of improvements and associated opinions of probable cost are included in Attachment 1.

# **BRCISD BOUNDARY AND PROPERTY SERVED**

#### **BRCISD Boundary**

Exhibit 2 illustrates the boundaries of each component of Phase VI and Phase VII. Lee County Parcels 1 and 2 lying east of Divosta, the MidTown Parcels 1,2,3, and 4 located east of the Village 2 Parcels and southeast of Webbs Reserve. Tuckers Cove and Webbs Reserve Parcels located east of Phase 3A (Babcock National) and north of the Village 2 parcels. DiVosta Parcel located within Lee County in the southwest section of Babcock. State Road 31 lies to the west of the property, and to the east and west of the subject property is the Curry Lake Canal proposed conservation easement. The parcels are located within Charlotte and Lee Counties.

#### **Property Served**

The site is currently agricultural and undeveloped land. Unpaved roads currently traverse the site. Offsite access to the site consists of access via BRCISD roadways, some of which were completed with Phase 1A and the Series 2022 Project component of Phase VI. Internal access to the site exists via unpaved roads. The terrain elevations fall from north to south, with elevations ranging from approximately 30 to 17 ft. North American Vertical Datum 1988 (NAVD).

Construction of the proposed Phase VII Project will commence in the fourth quarter of 2024. The infrastructure within the Phase VII Project and a portion of the remaining master improvements within Phase VI, including storm water management systems, parks, and landscaped roadways, will include the infrastructure connecting the nine phases, Lee County Parcels 1 and 2, MidTown Parcels 1,2,3, and 4, Tuckers Cove Phase 1C and 1D, Webbs Reserve, and DiVosta Parcel Phase 2 to each other and to the existing infrastructure in prior phases. The Phase VII lands will also be served by master infrastructure that was included in the 2015, 2016, 2017,2018, 2019, 2020, 2021 and 2022 Projects as the master infrastructure improvements are a system of improvements. The initial development in Phase VII will be platted to include single family lots, twin-villa lots, multi-family buildings, streets, open space, trails, and parks. It is anticipated that all parcels will commence construction by late 2024, into mid-2025. The majority of the parcels are currently in permitting and planned to include single family lots, villas, multi-family, streets, stormwater infrastructure and open space.

# **Existing Utility Infrastructure**

Currently, there are water, wastewater, and reuse utilities providing service to Phase 1, Phase 2A, Phase III and Phase IV, Phase V and Phase VI. There is also existing power service within the same area, but additional infrastructure will need to be put in place to service Phase VII. Florida Power and Light (FPL) will be providing new electric utility infrastructure to support the future development in Phase VII. There is an

existing network of roadways within Phase 1, Phase 2A, Phase III, Phase IV, Phase V and Phase VI that provide the road infrastructure to access the entrance into Divosta, however no roadways internal to Lee County Parcels 1 and 2, MidTown Parcels 1,2,3, and 4, Tuckers Cove Phase 1C and 1D, Webbs Reserve exist at this time. The existing series of lakes, partially within Phases V and VI will be utilized for stormwater treatment and attenuation in addition to onsite lakes, and additional offsite adjacent lakes. A Conceptual Environmental Resource Permit (ERP) was issued September 23, 2021 which includes the area of Phases I, II, III, IV, V and VI. Nine (9) water control structures have been installed, as part of the Phase VI improvements, to prepare the lakes for this development. It is anticipated that seven (7) control structures will be needed in addition to the current control structures in place for the remaining portion of Phase VI and proposed Phase VII development areas, additionally, changes in the weir openings may be necessary to maintain proper drainage for the entire site.

Potable water, sanitary sewer, and irrigation quality (IQ) water will be provided by Babcock Ranch Water Utilities, a department of BRCISD, through BRCISD's agreement with MSKP Town and Country Utilities, LLC, and Babcock Ranch Irrigation, LLC, which owns the treatment plant and spine infrastructure.

# **DESCRIPTION OF PHASE VII PROJECT**

# **Summary of Phase VII**

The proposed Phase VII Project infrastructure is a network of roadways, drainage systems, and stormwater management facilities, sanitary sewer collection systems, potable water distribution systems, irrigation distribution systems, and wire utility conduit. It also includes the access to parks, open space areas, and sidewalks and trails. The portion of the Phase VII Project that consists of capital costs for public improvements to be funded by BRCISD and owned and operated by BRCISD, or other local or state governmental entity, will be referred to herein as the capital improvement program ("CIP").

#### Water, Sanitary Sewer, Irrigation Water Supply Systems

Transmission lines servicing sanitary sewer, potable water transmission lines, and IQ water supply systems are included within the Phase VII and Series 2024 Project. All such costs including total distribution and collection (local utility) costs will be funded by Babcock Property Holdings, LLC, the (the "Developer") and owned by MSKP Town and Country Utilities, LLC, and Babcock Ranch Irrigation, LLC, and are not included in the CIP.

#### **Power Distribution Systems**

Power distribution improvement are included in the Phase VII and Series 2024 Project. The power distribution systems will be funded by the Developer. No power distribution has been included in the Series 2024 CIP.

#### **Telecommunication Systems**

Telecommunications improvement are in the Series 2024 Project. Conduit for the distribution will be funded by Developer and is not included in the CIP.

#### **Stormwater Management Systems and Roadways**

The stormwater management system will include master drainage systems within and abutting Phase VII, as well as the portion of the drainage systems lying within Phase 1, Phase 2A, Phase III, Phase IV, Phase V, and Phase VI which are necessary and will be utilized by the area described herein and is included in the CIP. The stormwater management systems will be constructed in accordance with Florida Department of Environmental Protection (FDEP), Babcock Ranch Community Independent Special District (BRCISD), and SFWMD standards for stormwater quality treatment and flood control. The ERP approved drainage plan is referenced in Exhibit 3. All roads will be designed and will be constructed in accordance with applicable jurisdictional agency standards (i.e., Charlotte County, ISD and FDOT), and be publicly accessible roads and are included in the CIP. Typically, but not limited to, roadway construction will include sub-grade base, curbing, sidewalks, signage, striping, landscaping, landscape irrigation, and lighting. The proposed roadway plan is referenced in Exhibit 4. Master transportation improvements will consist of right-of-way dedications, entrance intersection construction, traffic signals when warranted, and drainage facilities to support those improvements.

#### Streetscape, Landscape & Hardscape

Streetscape and landscape improvements will take place outside of the Phase VII area to benefit the area and will include street landscaping, signage within public areas and are included in the CIP, and landscaping of common areas. Landscape and streetscape elements will be provided along all new roadways outside of the Phase VII area that connect the areas within the Phase. Landscaping will include canopy and understory trees, shrubs and ground cover within the streets and public spaces. Streetscape features included in the Phase VII Project are to be constructed along the corridors outside of Phase VII that will serve the Phase VII area and may include decorative pavers at specific locations, decorative streetlights, wayfinding signage, trash receptacles and benches.

#### **Open Space (Parks)**

Development plans that have been implemented and are being implemented in the future include improvements creating neighborhood parks with special landscape and hardscape features, greenspace with linear parks, and trails that will be utilized by Phase VII owners. Additional improvements to these facilities that service the Phase VII area are part of both the Phase VII Project and the Series 2024 Project. Open Space Improvements have been included in the CIP and are open to, and accessible by, the general public.

#### Water Features

Phase 1, Phase 2A, Phase III, Phase IV, Phase V and Phase VI included improvements to the existing onsite lakes. These lakes will be utilized for stormwater treatment and attenuation that also serve Phase VII. This work included lake bank reclamation and additional excavation within the existing lakes. Additional improvements to these facilities that service the Phase VII area are part of both the Phase VII Project and the Series 2024 Project and have been included in the CIP and will be owned and maintained by BRCISD.

#### **Miscellaneous Improvements**

In addition to items above, miscellaneous improvements will be constructed, such as earthwork not previously addressed, on-site clearing and grubbing, exotic species removal, and required on-site

# **OWNERSHIP AND MAINTENANCE**

BRCISD will finance the construction of the improvements or acquire completed improvements from the Developer or in limited instances its assigns. It will then own, operate, and maintain or transfer the improvements to the following entity for operation and maintenance:

Babcock Ranch				
Phase VII Project Ownership, Operation, & Maintenance Assignment				
	Own Operate Maintain			
Utilities** (water, wastewater, reuse)	TCU/BRI	TCU/BRI	TCU/BRI	
Power Distribution*	FPL	FPL	FPL	
Telecommunication*	BRCISD	LUMEN	LUMEN	
Stormwater Management System/Drainage	BRCISD	BRCISD	BRCISD	
Roadway	BRCISD	BRCISD	BRCISD	
Streetscape/LA	BRCISD	BRCISD	BRCISD	
Parks	BRCISD	BRCISD	BRCISD	
Water Features	BRCISD	BRCISD	BRCISD	

<sup>\*</sup>These utilities will be funded by the Developer.

Other improvements are within the Phase VII boundary but not financed by the BRCISD or included in the Series 2024 Project, including, but not limited to private landscape areas, private irrigation systems, parking lots and driveways, private drainage systems and backflow preventers will belong to, and be maintained by, either the owner of the tract or by a homeowner's or property owner's association. Restoration and maintenance of roadway public improvements will be the responsibility of the BRCISD.

# **PERMITTING**

The permits required for the development of each parcel within Phase VII either have been obtained from the appropriate agencies or are reasonably expected to be obtained through the normal course of development. The following is a list of Permit Applications previously submitted:

Agency	Permit Holder	Description	Issued
SFWMD	ВРН	Tract A Lake A200 01 & 02 Spine Road BB	2/14/2019
FDEP	врн/т&С	Spine Road BB	3/21/2019

<sup>\*\*</sup> These utilities will be funded by the Developer and Utility.

SFWMD	ВРН	Tract a Lake A400-05 &A800-02 Spine Road DD & GG	7/27/2019
FDEP	ВРН	Spine Road DD & GG	8/16/2019
Charlotte County	ВРН	Spine Road DD & GG	10/3/2019
SFWMD	ВРН	Spine Road HH II	3/3/2019
FDEP	BPH/T&C	Spine Road HH & II	5/26/2019
Charlotte County	ВРН	Spine Road HH & II	10/2/2019
SFWMD	ВРН	Spine Road GG1	5/30/2019
FDEP	врн/т&с	Spine Road GG1	7/19/2019
Charlotte County	ВРН	Spine Road GG1	10/2/2019
SFWMD	ВРН	Tract A Lake A400-26 Bulk Fill	10/25/2019
SFWMD	ВРН	Tract A Lakes A100-14, A200-14 & 15, A400-2,5,28&29, Basin 3	2/26/2020
SFWMD	ВРН	Tracts A&B - Spine Road EE1-5, & GG 5 (Lee County Portion)	2/3/2022
SFWMD	ВРН	Tracts A&B - Spine Road EE1-5, & GG 5 (Charlotte County portion)	11/17/2021
Charlotte County	ВРН	Tracts A&B - Spine Road EE1-5, & GG 5 (Lee County Portion)	11/18/2021
SFWMD	ВРН	BRC Spine Road DD18- DD19	7/6/2021
FDEP	ВРН	BRC Spine Road DD18- DD19	6/11/2021
Charlotte County	ВРН	BRC Spine Road DD18- DD19	3/4/2021
SFWMD	ВРН	Spine Road DD8 & II2	10/6/2021
FDEP	ВРН	Spine Road DD8 & II2	8/9/2021
Charlotte County	ВРН	Spine Road DD8 & II2	11/18/2021
SFWMD	ВРН	Tract D & E Spine Road YY1-YY3 & II3	10/7/2021
FDEP	ВРН	Tract D & E Spine Road YY1-YY3 & II3	8/11/2021
Charlotte County	ВРН	Tract D & E Spine Road YY1-YY3 & II3	4/8/2021

# OPINIONS OF PROBABLE CONSTRUCTION COST

BRCISD anticipates the Phase VII project will be financed by multiple series of bonds, the first of which will be issued in 2024 (the "Series 2024 Bonds"). It is also anticipated the Series 2024 Bonds will finance a portion of the remaining Phase VI Project. It is anticipated that additional series of bonds will be issued to fund additional portions of the Phase VI Project associated with the development of the future phases of Tuckers Cove. The Series 2024 Project master improvements will be financed by bonds secured by assessments levied over Lee County Parcels 1 and 2, MidTown Parcels 1,2,3, and 4, Tuckers Cove (Phase 1C and 1D), Webbs Reserve and DiVosta Parcel Phase 2. Accordingly, the costs of the Phase VII Project and a remaining portion of Phase VI Project which collectively comprise the Series 2024 Project have been allocated below in accordance with each parcel's respective projected use and proportionate share of the Phase VI, Phase VII and Series 2024 Project improvements as depicted below in the Opinions of Probable cost. Due to construction schedules, the Phase VII Project and Series 2024 Project have been allocated to the parcels based on construction timelines. The Phase VII Project is depicted below. The Series 2024 Project, the portion of the Phase VII Project to be financed in part by the Series 2024 Bonds is also depicted below.

Opinions of Probable Cost for the proposed improvements are provided below. The opinions of cost are based on unit prices currently being experienced for ongoing and similar items of work in the area. Quantities have been determined using the best available information at this time. That information ranges from construction level plans to concept plans and written descriptions of improvements. The labor market, future costs of equipment and materials, and the actual construction process are all beyond the engineer's control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this estimate.

# Clearing, Grubbing, and Earthwork

In general, clearing, grubbing, and earthwork costs include: Clearing public infrastructure development areas in Phase VII, debris disposal, site BMPs and excavation of the lakes. Contingency and mobilization are also included as part of the costs. The CIP does not include the cost of the transportation or use of fill for private lots or the grading of any private lots. The Series 2024 Project includes the prorated portion of the infrastructure associated with the development for the 383 lots of the Tuckers Cove (Phase 1C & 1D) Parcel and remaining 500 lots of the DiVosta Phase 2 Parcel. The portion of the Phase VI Project associated with development of the remaining lots within the Tuckers Cove Parcel will be funded by future series of bonds as described in future supplemental engineer's reports. Cost included in master Clearing, Grubbing, and Earthwork for Tuckers Cove Parcel includes previously described neighborhood improvements form the Phase VI Project that are comprised of onsite Master infrastructure.

Total Phase VII and Portion of Phase VI Master Clearing Grubbing, and		
Earthwork	\$90,163,000	
Total Lee County Parcel 1	\$4,189,000	
Total Lee County Parcel 2	\$6,526,000	

Total Lee County Parcel 3  Total MidTown Parcel 1	\$5,677,000
	\$2,862,0000
Total MidTown Parcel 2	
	\$2,305,000
Total MidTown Parcel 3	
	\$949,000
Total MidTown Parcel 4	A4 500 000
T. 1. T	
	\$34,944,000
	\$12,635,000
Total DiVosta (Phase 2) Parcel	\$688,000
Total Series 2024 Master Clearing Grubbing, a	
Total Lee County Parcel 1	\$4,189,000
Total Lee County Parcel 1  Total Lee County Parcel 2	
Total Lee County Parcel 1 Total Lee County Parcel 2 Total MidTown Parcel 1	\$4,189,000 \$6,526,000
Total Lee County Parcel 1  Total Lee County Parcel 2  Total MidTown Parcel 1	\$4,189,000 \$6,526,000
Total Lee County Parcel 1  Total Lee County Parcel 2  Total MidTown Parcel 1  Total MidTown Parcel 2	\$4,189,000 \$6,526,000 \$2,862,0000
Total Lee County Parcel 1	\$4,189,000 \$6,526,000 \$2,862,0000
Total Lee County Parcel 1	\$4,189,000 \$6,526,000 \$2,862,0000 \$2,305,000
Total Lee County Parcel 1 Total Lee County Parcel 2 Total MidTown Parcel 1 Total MidTown Parcel 2 Total MidTown Parcel 3	\$4,189,000 \$6,526,000 \$2,862,0000 \$2,305,000
Total Lee County Parcel 1 Total Lee County Parcel 2 Total MidTown Parcel 1 Total MidTown Parcel 2 Total MidTown Parcel 3 Total MidTown Parcel 4	
Total Lee County Parcel 1 Total Lee County Parcel 2 Total MidTown Parcel 1 Total MidTown Parcel 2 Total MidTown Parcel 3 Total MidTown Parcel 4	
Total Lee County Parcel 1 Total Lee County Parcel 2 Total MidTown Parcel 1 Total MidTown Parcel 2 Total MidTown Parcel 3 Total MidTown Parcel 4 Total Tuckers Cove (Phase 1C & 1D) Par	
Total Lee County Parcel 1 Total Lee County Parcel 2 Total MidTown Parcel 1 Total MidTown Parcel 2 Total MidTown Parcel 3 Total MidTown Parcel 4 Total Tuckers Cove (Phase 1C & 1D) Par Webbs Reserve Parcel (Phase 1)	

# **Entry Features and Wayfinding**

In general, the estimated costs for entry features and wayfinding includes capital expenditures expected to be levied in the current year. Such improvements include: hardscape, pavers, lighting, and signage. Contingency and mobilization are also taken into account. All costs are included in both the Phase VII and portion of Phase VI comprising the Series 2024 Project. Because the DiVosta parcel is anticipated to be a gated community and abuts SR 31, it is not anticipated that additional wayfinding will be allocated to DiVosta as part of the Series 2024 Project.

Total Phase VII and Portion of Phase VI Master Entry Features	s and
Wayfinding	\$1,067,000
Total Lee County Parcel 1	\$81,000
Total Lee County Parcel 2	\$81,000
Total MidTown Parcel 1	
	\$81,000
Total MidTown Parcel 2	
\$	81,000
Total MidTown Parcel 3	
	\$81.000

Total MidTown Parcel 4	
\$8	1,000
Total Tuckers Cove Parcel	\$500,000
Webbs Reserve Parcel (Phase 1)	\$81,000
Total DiVosta (Phase 2) Parcel	
Total Series 2024 Master Entry Features and Wayfinding	\$593,820.30
Total Lee County Parcel 1	
Total Lee County Parcel 2	
Total MidTown Parcel 1	
\$8	1,000
Total MidTown Parcel 2	
\$81,	000
Total MidTown Parcel 3	
\$8	1,000
Total MidTown Parcel 4	
\$8	1,000
Total Tuckers Cove (Phase 1C & 1D) Parcel	
Webbs Reserve Parcel (Phase 1)	
Total DiVosta (Phase 2) Parcel	
,	·

#### **Mitigation**

In general, the estimated costs for mitigation include: cost of mitigating (through the clearing of non-native and invasive plants, and the necessary upkeep of the area through controlled means such as controlled burns) offsite lands owned by BRCISD and within BRCISD, consistent with local, state, and federal permitting requirements. Mitigation activities include both initial clearing of non-native invasive species and continuing maintenance. The Series 2024 Project includes the prorated portion of the infrastructure associated with the development for the 383 lots of the Tuckers Cove (Phase 1C & 1D) Parcel and remaining 500 lots of the DiVosta Phase 2 Parcel. The portion of the Phase VI Project associated with development of the remaining lots within the Tuckers Cove Parcel will be funded by future series of bonds as described in future supple mental engineer's reports.

Total Phase VII and Portion of Phase VI Master Mitigation  Total Lee County Parcel 1	
Total Lee County Parcel 2	
Total MidTown Parcel 1	·
	.\$0
Total MidTown Parcel 2	
	60
Total MidTown Parcel 3	Φ0
Total MidTown Parcel 4	.\$0
Total Mid Lowit Parcel 4	\$0
Total Tuckers Cove Parcel.	
Webbs Reserve Parcel (Phase 1)	
Total DiVosta (Phase 2) Parcel	

**Total Series 2024 Master** 

Mitigation	\$1,036,000
Total Lee County Parcel 1	
Total Lee County Parcel 2	\$0
Total MidTown Parcel 1	•
	\$0
Total MidTown Parcel 2	
	\$0
Total MidTown Parcel 3	ΨΟ
	0.2
Total MidTown Parcel 4	
Total Mid Town F arcel 4	\$0
Total Tuckers Cove (Phase 1C & 1D) Parcel	
Webbs Reserve Parcel (Phase 1)	\$0
Total DiVosta (Phase 2) Parcel	\$1,036,000

#### **Offsite Improvements**

The offsite improvement costs include the required improvements to roadways; the design, permitting and construction of the stormwater management lakes for roadway expansion; the design, permitting and construction of trails, greenways, and parks that will services the community; and offsite intersection improvements to accommodate the Phase VII and are included in the CIP. The Series 2024 Project includes the prorated portion of the infrastructure associated with the development for the 383 lots of the Tuckers Cove (Phase 1C & 1D) Parcel and remaining 500 lots of the DiVosta Phase 2 Parcel. The portion of the Phase VI Project associated with development of the remaining lots within the Tuckers Cove Parcel will be funded by future series of bonds described in future supplemental engineer's as

Total Phase IV Master and Portion of Phase VI Series 2024	
Improvements  Total Lee County Parcel 1	
•	
Total Lee County Parcel 2	\$120,000
Total MidTown Parcel 1	
	\$212,000
Total MidTown Parcel 2	
	\$223,000
Total MidTown Parcel 3	
	\$141 000
Total MidTown Parcel 4	
Total Mid Town Falser 4	\$215,000
Total Tuckers Cove Parcel	
Webbs Reserve Parcel (Phase 1)	
Total DiVosta (Phase 2) Parcel	\$6,002,000
Total Series Master Series 2024 Offsite Improvements	\$5,505,424.29
Total Lee County Parcel 1	
Total Lee County Parcel 2	
Total MidTown Parcel 1	Ψ120,000
	¢212.000
	⊅∠ 1∠,∪∪∪

Total MidTown Parcel 2	
	\$223,000
Total MidTown Parcel 3	
	\$141,000
Total MidTown Parcel 4	
	\$215,000
Total Tuckers Cove (Phase 1C & 1D) Parcel	\$570,000
Webbs Reserve Parcel (Phase 1)	\$584,424.29
Total DiVosta (Phase 2) Parcel	\$3,600,000

#### **Master Storm**

In general, the estimated costs for the master storm include master stormwater improvements and permitting, reclamation of existing lake banks and master stormwater infrastructure to service the overall community drainage system. The Series 2024 Project includes the prorated portion of the infrastructure associated with the development for the 383 lots of the Tuckers Cove (Phase 1C & 1D) Parcel and remaining 500 lots of the DiVosta Phase 2 Parcel. The portion of the Phase VI Project associated with development of the remaining lots within the Tuckers Cove Parcel will be funded by future series of bonds as described in future supplemental engineer's reports.

Total Phase VII and Portion of Phase VI Master Store Total Lee County Parcel 1 Total Lee County Parcel 2	\$1,133,00	0
Total MidTown Parcel 1		
	\$1,001,000	
Total MidTown Parcel 2	<b>#4.050.000</b>	
T 4 IM/IT D 10	\$1,050,000	
Total MidTown Parcel 3	ФСС4 000	
Total MidTown Parcel 4	\$664,000	
Total Mid Lown Parcel 4	\$1,010,000	
Total Tuckers Cove Parcel		
Webbs Reserve Parcel (Phase 1)		
Total DiVosta (Phase 2) Parcel	\$4,470,00	0
Total Series 2024 Master Storm	****	_
Total Series 2024 Master Storin	\$11,654,204.6	6
Total Lee County Parcel 1		
	\$1,133,00	0
Total Lee County Parcel 1	\$1,133,00	0
Total Lee County Parcel 1 Total Lee County Parcel 2	\$1,133,00 \$564,00	0
Total Lee County Parcel 1  Total Lee County Parcel 2  Total MidTown Parcel 1	\$1,133,00 \$564,00	0
Total Lee County Parcel 1 Total Lee County Parcel 2 Total MidTown Parcel 1	\$1,133,00 \$564,00 \$1,001,000	0
Total Lee County Parcel 1  Total Lee County Parcel 2  Total MidTown Parcel 1  Total MidTown Parcel 2	\$1,133,00 \$564,00 \$1,001,000	0
Total Lee County Parcel 1 Total Lee County Parcel 2 Total MidTown Parcel 1 Total MidTown Parcel 2	\$1,133,00 \$564,00 \$1,001,000 \$1,050,000	0
Total Lee County Parcel 1 Total Lee County Parcel 2 Total MidTown Parcel 1 Total MidTown Parcel 2 Total MidTown Parcel 3 Total MidTown Parcel 4	\$1,133,00 \$564,00 \$1,001,000 \$1,050,000 \$664,000	0
Total Lee County Parcel 1 Total Lee County Parcel 2 Total MidTown Parcel 1 Total MidTown Parcel 2  Total MidTown Parcel 3  Total MidTown Parcel 4	\$1,133,00 \$564,00 \$1,001,000 \$1,050,000 \$664,000 \$1,010,000	00
Total Lee County Parcel 1 Total Lee County Parcel 2 Total MidTown Parcel 1 Total MidTown Parcel 2 Total MidTown Parcel 3 Total MidTown Parcel 4 Total Tuckers Cove (Phase 1C & 1D) Parcel	\$1,133,00 \$564,00 \$1,001,000 \$1,050,000 \$664,000 \$1,010,000 \$1,631,00	000000000000000000000000000000000000000
Total Lee County Parcel 1 Total Lee County Parcel 2 Total MidTown Parcel 1 Total MidTown Parcel 2  Total MidTown Parcel 3  Total MidTown Parcel 4	\$1,133,00 \$564,00 \$1,001,000 \$1,050,000 \$664,000 \$1,010,000 \$1,631,00	000000000000000000000000000000000000000

# Landscaping

In general, the estimated costs for landscaping include: landscape and planters within BRCISD-owned areas, Parks, trails, and open space within BRCISD-owned areas. Landscaping costs for projects in which are gated only include lake bank stabilization, lake littoral plantings, and perimeter berm native plantings associed with master stormwater systems. Contingency and mobilization are also taken into account and are included in the CIP. The Series 2024 Project includes the prorated portion of the infrastructure associated with the development for the 383 lots of the Tuckers Cove (Phase 1C & 1D) Parcel and remaining 500 lots of the DiVosta Phase 2 Parcel. The portion of the Phase VI Project associated with development of the remaining lots within the Tuckers Cove Parcel will be funded by future series of bonds as described in future supplemental engineer's reports.

Total Phase VII and Portion of Phase VI Master Landscapi Total Lee County Parcel 1 Total Lee County Parcel 2 Total MidTown Parcel 1	\$312,000 \$155,000
Total MidTown Parcel 2	\$270,000
	.\$290,000
Total MidTown Parcel 3	
	\$184,000
Total MidTown Parcel 4	\$279.000
Total Tuckers Cove Parcel	1 - /
Webbs Reserve Parcel (Phase 1)	\$1,508,000
Total DiVosta (Phase 2) Parcel	
Total Master Series 2024 Landscaping	\$10,002,321.13
Total Master Series 2024 Landscaping  Total Lee County Parcel 1	
	\$312,000
Total Lee County Parcel 1	\$312,000
Total Lee County Parcel 1  Total Lee County Parcel 2	\$312,000 \$155,000
Total Lee County Parcel 1  Total Lee County Parcel 2  Total MidTown Parcel 1	\$312,000 \$155,000
Total Lee County Parcel 1 Total Lee County Parcel 2 Total MidTown Parcel 1 Total MidTown Parcel 2	\$312,000 \$155,000 \$276,000
Total Lee County Parcel 1 Total Lee County Parcel 2 Total MidTown Parcel 1 Total MidTown Parcel 2 Total MidTown Parcel 3	\$312,000 \$155,000 \$276,000 .\$290,000
Total Lee County Parcel 1 Total Lee County Parcel 2 Total MidTown Parcel 1 Total MidTown Parcel 2	\$312,000 \$155,000 \$276,000 .\$290,000
Total Lee County Parcel 1 Total Lee County Parcel 2 Total MidTown Parcel 1 Total MidTown Parcel 2 Total MidTown Parcel 3	\$312,000 \$155,000 \$276,000 \$290,000 \$184,000

# **Design and Permitting**

In addition to the construction costs for items directly in the Phase VII Project as identified above, design and

permitting fees were incurred prior to construction, which may include: engineering fees, biological opinions, and permitting fees for state, local, and federal permits, and are included in the CIP. The Series 2024 Project includes the prorated portion of the infrastructure associated with the development for the 383 lots of the Tuckers Cove (Phase 1C & 1D) Parcel and remaining 500 lots of the DiVosta Phase 2 Parcel. The portion of the Phase VII Project associated with development of the remaining lots within the Tuckers Cove Parcelwill be funded by future series of bonds as described in future supplemental engineer's reports.

Total Phase VII and Portion of Phase VI Design and Permitting  Total Lee County Parcel 1	
Total Lee County Parcel 2	
Total MidTown Parcel 1	φσσ+,σσσ
\$594,000	
Total MidTown Parcel 2	
\$623,000	
Total MidTown Parcel 3	
\$394,000	
Total MidTown Parcel 4	
\$599,000	
Total Tuckers Cove Parcel	\$3.017.000
Webbs Reserve Parcel (Phase 1)	
Total DiVosta (Phase 2) Parcel	
Total Divosta (Fliase 2) Faice	φ1,751,000
Total Series 2024 Design and	
Permitting	\$6 375 136 <i>44</i>
Total Lee County Parcel 1	
Total Lee County Parcel 2	
Total MidTown Parcel 1	φοσ-,σοσ
\$594,000	
Total MidTown Parcel 2	
\$623,000	
Total MidTown Parcel 3	
\$394,000	
Total MidTown Parcel 4	
\$599,000	M4 444 000
Total Tuckers Cove (Phase 1C & 1D) Parcel	
Webbs Reserve Parcel (Phase 1)	
Total DiVosta (Phase 2) Parcel	\$1,051,000

# **Cumulative Summary of Costs**

	Master Phase VII Project and Portion of Phase VI Project								Total Estimated		
Item	Lee County Parcel 1	Lee County Parcel 2	MidTown Parcel 1	MidTown Parcel 2	MidTown Parcel 3	MidTown Parcel 4	Tuckers Cove (1)(2)	Webbs Reserve (1)(2)	DiVosta (2)	Cost Phase VII Project	
Clearing, Grubbing, Earthwork	\$ 4,189,000	\$ 6,526,000	\$ 2,862,000	\$ 2,305,000	\$ 949,000	\$ 1,588,000	\$ 34,944,000	\$ 12,635,000	\$ 688,000	\$ 90,163,000	
Entry Features Wayfinding	\$ 81,000	\$ 81,000	\$ 81,000	\$ 81,000	\$ 81,000	\$ 81,000	\$ 500,000	\$ 81,000	\$ -	\$ 1,067,000	

Mitigation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,853,000	\$ -	\$ 1,726,000	\$ 5,579,000
Offsite Improvements	\$ 241,000	\$ 120,000	\$ 212,000	\$ 223,000	\$ 141,000	\$ 214,000	\$ 13,404,000	\$ 1,161,000	\$ 6,002,000	\$ 21,718,000
Master Storm	\$ 1,133,000	\$ 564,000	\$ 1,001,000	\$ 1,050,000	\$ 664,000	\$ 1,010,000	\$ 11,212,000	\$ 5,467,000	\$ 4,470,000	\$ 26,571,000
Landscaping	\$ 312,000	\$ 155,000	\$ 276,000	\$ 290,000	\$ 184,000	\$ 279,000	\$ 28,013,000	\$ 1,508,000	\$12,544,000	\$ 43,561,000
Design and Permitting	\$ 672,000	\$ 334,000	\$ 594,000	\$ 623,000	\$ 394,000	\$ 599,000	\$ 3,914,000	\$ 3,244,000	\$ 1,751,000	\$ 12,125,000
GRAND TOTAL	\$ 6,628,000	\$ 7,780,000	\$ 5,026,000	\$4,572,000	\$2,413,000	\$3,771,000	\$ 95,840,000	\$ 24,096,000	\$27,181,000	\$ 177,307,000

- (1) Tuckers Cove & Webbs Reserve include both onsite and offsite master infrastructure.
- (2) DiVosta, Tucker's Cove and Webbs Reserve are planned as gated communities. As a result, nonresidents will not have public access to DiVosta, Tucker's Cove and Webbs Reserve improvements located behind the gates. No roads, sidewalks, recreation areas, landscaping, earthwork, mitigation, hardscaping or other improvements that are behind the gates and are not available to the general public or are not considered to be a part of a larger public system, will be financed by the District. The project components and amounts shown in the table above with respect to DiVosta will be available to the general public or are part of a larger public system as they are located outside of the gated area. The project components and amounts shown in the table above with respect to Clearing, Grubbing, Earthwork and Master Storm within Tucker's Cove and Webbs Reserve are only comprised of necessary master stormwater management system improvements located behind hard gates while part of the master stormwater management system are part of a larger public system. The other improvements within Tucker's Cove and Webbs Reserve are located outside the gates and will be available to the general public or are part of a larger public system. No other Parcel or area identified above is a gated community.

	Series 2024 Project							Total Estimated		
Item	Lee County Parcel 1	Lee County Parcel 2	MidTown Parcel 1	MidTown Parcel 2	MidTown Parcel 3	MidTown Parcel 4	Tuckers Cove - Phase 1C & 1D (1)(2)	Webbs Reserve (1)(2)	DiVosta (Phase 2) (2)	Cost Phase VII Project
Clearing, Grubbing, Earthwork	\$ 4,189,000	\$ 6,526,000	\$ 2,862,000	\$ 2,305,000	\$ 949,000	\$ 1,588,000	\$ 3,582,000	\$ 3,883,636	\$ 413,000	\$ 26,297,636
Entry Features Wayfinding	\$ 81,000	\$ 81,000	\$ 81,000	\$ 81,000	\$ 81,000	\$ 81,000	\$ 81,000	\$ 26,820	\$ -	\$ 593,820
Mitigation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,036,000	\$ 1,036,000
Offsite Improvements	\$ 241,000	\$ 120,000	\$ 212,000	\$ 223,000	\$ 141,000	\$ 214,000	\$ 570,000	\$ 584,424	\$ 3,600,000	\$ 5,905,424
Master Storm	\$ 1,133,000	\$ 564,000	\$ 1,001,000	\$ 1,050,000	\$ 664,000	\$ 1,010,000	\$ 1,631,000	\$ 1,692,465	\$ 2,681,000	\$ 11,426,465
Landscaping	\$ 312,000	\$ 155,000	\$ 276,000	\$ 290,000	\$ 184,000	\$ 279,000	\$ 581,000	\$ 599,321	\$ 7,526,000	\$ 10,202,321
Design and Permitting	\$ 672,000	\$ 334,000	\$ 594,000	\$ 623,000	\$ 394,000	\$ 599,000	\$ 1,144,000	\$ 1,191,876	\$ 1,051,000	\$ 6,602,876
GRAND TOTAL	\$6,628,000	\$7,780,000	\$5,026,000	\$4,572,000	\$ 2,413,000	\$ 3,771,000	\$7,589,000	\$7,978,542	\$16,307,000	\$62,064,542

- (1) Tuckers Cove & Webbs Reserve include both onsite and offsite master infrastructure.
- (2) DiVosta, Tucker's Cove and Webbs Reserve are planned as gated communities. As a result, nonresidents will not have public access to DiVosta, Tucker's Cove and Webbs Reserve improvements located behind the gates. No roads, sidewalks, recreation areas, landscaping, earthwork, mitigation, hardscaping or other improvements that are behind the gates and are not available to the general public or are not considered to be a part of a larger public system, will be financed by the District. The project components and amounts shown in the table above with respect to DiVosta will be available to the general public or are part of a larger public system as they are located outside of the gated area. The project components and amounts shown in the table above with respect to Clearing, Grubbing, Earthwork and Master Storm within Tucker's Cove and Webbs Reserve are only comprised of necessary master stormwater management system improvements located behind hard gates while part of the master stormwater management system are part of a larger public system. The other improvements within Tucker's Cove and Webbs Reserve are located outside the gates and will be available to the general public or are part of a larger public system. No other Parcel or area identified above is a gated community.

# SUMMARY AND CONCLUSION

The Phase VII Project, a component of which is the Series 2024 Project, as outlined above, is necessary for the functional development of BRCISD Phase VII and a portion of the Phase VI Project not included in the Series 2022 Project as required by the applicable jurisdictional and governmental agencies. The planning and design of the infrastructure will be in accordance with current governmental regulatory requirements and industrial standards. The infrastructure will serve its intended function so long as the construction is in substantial compliance with the design, permits and local governing agencies. Items for construction in this report are based on current plan quantities for infrastructure construction and these infrastructure improvements will benefit and add value to BRCISD Phase VII and portions of Phase VI. All CIP improvements will be located on land owned by or subject to a permanent easement in favor of the BRCISD or any governmental entity. Costs of the CIP improvements will be equal to or less than the special benefit received therefrom. BRCISD will pay the less of the fair market value or the actual costs for the CIP improvements.

# **ENGINEER'S CERTIFICATION**

It is our opinion that the extent of proposed improvements and probable costs are fair and reasonable. The impact of market conditions, increased regulatory actions, and other factors that may affect future costs cannot be completely assessed and may impact the project over time. Where necessary, information from other professionals and contractors has been used in the preparation of this report. Qualified professionals from these entities have provided design, permitting, and cost information for the purposes of this report. Assuming the construction occurs as scheduled, it is our opinion that the improvements can be permitted, constructed, and installed at the costs described in this report.

I hereby certify that the foregoing is a true and correct copy of the Engineer's Report for the Babcock Ranch Community Independent Special District Phase VII Project and Series 2024 Project.



David Mercer, P.E Florida Registration Number 90785 Date: October 22, 2024

Prepared By: Kimley-Horn and Associates, Inc. 1514 Broadway, Suite 300 Fort Myers, FL 33901 (239) 271-2650

# APPENDIX D ASSESSMENT METHODOLOGY



# BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT

Amended Master Special Assessment
Methodology Report
for Phase VII and Supplement to Master Special
Assessment Methodology Report
for Phase VI for the Tucker's Cove, former Trabue, and
DiVosta Parcels

May 29, 2024 Amended September 26, 2024



Provided by:

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#### 1.0 Introduction

#### 1.1 Purpose

This Amended Master Special Assessment Methodology Report for Phase VII and Supplement to Master Special Assessment Methodology Report for Phase VI for the Tucker's Cove, former Trabue, and DiVosta Parcels (the "Amended Report") was developed to amend the Master Special Assessment Methodology Report for Phase VII and Supplement to Master Special Assessment Methodology Report for Phase VI for the Tucker's Cove, former Trabue, and DiVosta Parcels (the "Original Report") dated May 29, 2024 to account for the removal of the Lee County Parcel 3 portion as there have been changes to the development plan and timing of the Babcock Ranch Community Independent Special District's (the "District") Phase VII (to be defined further herein). The Original Report, as amended by the Amended Report, was developed to provide a master financing plan and a master apportionment methodology for the Phase VII (separately, "Lee County Parcel 1", "Lee County Parcel 2", "Midtown Parcel 1", "Midtown Parcel 2". "Midtown Parcel 3", "Midtown Parcel 4", and "Webb's Reserve" and cumulatively "Phase VII") related to funding the costs of the acquisition and construction of public infrastructure improvements contemplated to be provided by the District within Phase VII. This Amended Report was also developed to provide a supplement to the Master Special Assessment Methodology Report for Phase VI dated February 24, 2022 (the "Master Phase VI Report") with respect to the portions of the Phase VI known as the Tucker's Cove, former Trabue, and DiVosta Parcels.

The District is located in Charlotte and Lee Counties in Florida, and was established by House Bill 1515 (codified in Chapter 2007-306, Laws of Florida) passed by the Florida Legislature and approved by the Governor of the State of Florida on June 27, 2007, while House Bill 1039 (codified as amended in Chapter 2016-257, Laws of Florida), added additional acreage (Chapter 2007-306 and 2016-257 together the "Act"). The District has a total of 17,787 acres of land, with Phase VII comprising approximately 1,054.73 +/- gross acres respectively and located in Charlotte County and Lee County.

#### 1.2 Scope of the Amended Report

This Amended Report presents the projections for financing the District's public infrastructure improvements for Phase VII (the "Phase VII Project"). The Phase VII Project, as well as those portions of the Phase VI Project (to be defined further herein) which serve the

portions of the Tucker's Cove and DiVosta Parcels which are projected to be implemented and financed concurrently with portions of the Phase VII Project, are described in the Engineer's Report for Phase VII – Project Area: Charlotte County - Midtown - Parcel 1,2,3, and 4; Charlotte County – Webb's Reserve; Lee County – Lee County Parcel 1 and 2 and Supplement to Phase VI Project Area (Lee County – DiVosta Parcel – Phase 2 and Charlotte County – Tuckers Cove Phase 1C & 1D) of Kimley-Horn & Associates, Inc. (the "District Engineer") dated May, 2024 amended September 2024 (the "2024 District Engineer's Report"). This Amended Report also describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the Phase VII Project.

#### 1.3 Special Benefits and General Benefits

Public infrastructure improvements undertaken and funded by the District as part of the Phase VII Project create special and peculiar benefits, different in kind and degree than general benefits, for properties within Phase VII, as well as general benefits for properties within the District's borders but outside Phase VII, and general benefits to the public at large. However, as discussed within this Amended Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to properties within Phase VII. The Phase VII Project enables properties within its boundaries to be developed.

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

The Phase VII Project will provide the public infrastructure improvements necessary to make the lands within the Phase VII developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within Phase VII to increase by more than the sum of the financed cost of the individual components of the Phase VII Project. Even though the

exact value of the benefits provided by the Phase VII Project is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

#### 1.4 Organization of the Amended Report

Section Two describes the development program for the Phase VII and those portions of Phase VI (the DiVosta and Tucker's Cove Parcels) that are proposed to be developed to whole or partial completion concurrently with a portion of Phase VII, as proposed by the Developer, as defined below.

Section Three provides a summary of the Phase VII Project and those portion of the Phase VI Project that are proposed to serve the DiVosta and Tucker's Cove Parcels and which are projected to be implemented and financed concurrently with portions of the Phase VII Project, as determined by the District Engineer.

Section Four discusses the proposed financing program for Phase VII.

Section Five introduces the special assessment methodology for Phase VII.

#### 2.0 Development Program

#### 2.1 Overview

Phase VII represents a portion of the Babcock Ranch development (the "Development") which is a mixed-use, master planned development located in Charlotte and Lee Counties, Florida. The District, which serves the Development, is generally located in southern Charlotte County and northern Lee County east of State Road 31 and currently consists of approximately 17,787 +/- acres.

Phase VII has a total combined area of approximately 897.65 +/-acres, which includes the areas of Lee County Parcel 1, Lee County Parcel 2, Midtown Parcel 1, Midtown Parcel 2, Midtown Parcel 3, Midtown Parcel 4, and Webb's Reserve being approximately 124.92, 175.77, 58.00, 58.55, 32.89, 30.62 and 416.90 +/- gross acres respectively. Phase VII is located in Charlotte and Lee Counties east of State Road 31, with Lee County Parcels 1 and 2 located in Lee County south of Phase VI (Village 2) and Phase 5 (Crescent Grove) and northeast of Phase VI (DiVosta), Midtown Parcels 1,2,3 and 4 located in Charlotte County east of Phase VI (Village 2), and Webb's

Reserve located in Charlotte County northeast of Phase VI (Village 2).

#### 2.2 The Development Program

The development of Phase VII is anticipated to be conducted by Babcock Property Holdings, LLC or its associates or assigns ("BPH") (the "Developer"). Within Phase VII, the development plan for Lee County Parcel 1 envisions a total of 249 residential units, Lee County Parcel 2 envisions a total of 124 residential units, Midtown Parcel 1 envisions a total of 220 residential units, Midtown Parcel 2 envisions a total of 231 residential units, Midtown Parcel 3 envisions a total of 146 residential units, Midtown Parcel 4 envisions a total of 222 residential units, and Webb's Reserve envisions a total of 1,202 residential units, although land use types and unit numbers may change throughout the development period.

Please note that according to the Developer, portions of the DiVosta and Tucker's Cove Parcels, both of which commenced their development in 2022, will continue to be developed in 2024 concurrently with the development of the Phase VII, and that the DiVosta Parcel is projected to complete its development in 2024 while the Tucker's Cove Parcel is projected to continue its development, in part, in 2024 and, in part, after 2024. The development plan for the DiVosta Parcel envisions a total of 1,000 residential units, with the initial 500 developed in 2022 and the remaining 500 projected to be developed in 2024. The development plan for the Tucker's Cove Parcel envisions a total of 2,266 residential units (a revision from the initial development plan of 2,259 residential units contemplated in the Master Phase VI Report, which also referred to the parcel as Trabue), with the initial 252 developed in 2022, 383 projected to be developed in 2024, and the remaining 1,631 projected to be developed after 2024.

Table 1 in the *Appendix* illustrates the development plan for the Tucker's Cove and DiVosta Parcels of Phase VI as well as all parts of Phase VII

#### 3.0 The Capital Improvement Program

#### 3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the District Engineer's Report. Only public infrastructure that may qualify for bond financing by the

District under the Act and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

#### 3.2 Capital Improvement Program

The Phase VII Project is projected to consist of a network of roadways, drainage systems, stormwater management facilities, sanitary sewer collection systems, potable water distribution systems, irrigation distribution systems, and wire utility conduit. It also includes the access to parks, open space areas, and sidewalks and trails. As described in the 2024 District Engineer's Report, the Phase VII Project is comprised of master public infrastructure improvements, located both within and offsite the respective parcels, which will serve and benefit all areas within Phase VII (the "Master Improvements").

In addition to describing the Phase VII Project, the 2024 District Engineer's Report also describes the portions of the Phase VI Project (the public infrastructure improvements necessary for the development of Phase VI) that are necessary for the development of the DiVosta and Tucker's Cove Parcels that are projected to be developed in 2024 concurrently with the development of a portion of Phase VII. Similar to the Phase VII Project, the portions of the Phase VI Project for the DiVosta and Tucker's Cove Parcels consist of a network of roadways, drainage systems, stormwater management facilities, sanitary sewer collection systems, potable water distribution systems, irrigation distribution systems, wire utility conduit, access to parks, open space areas, and sidewalks and trails. Those portions of the Phase VI Project for the DiVosta and Tucker's Cove Parcels which will serve and benefit all areas within the DiVosta and Tucker's Cove Parcels are part of the Master Improvements, located both within and offsite the respective parcels.

Table 2 in the *Appendix* illustrates the specific components of the continued Phase VI Project and the Phase VII Project and their costs, as well as the projections for those portions of the continued Phase VI Project and the portion of the Phase VII Project (the "Series 2024 Project") which are projected to be commenced in 2024 to support the development and provide the public infrastructure improvements for the units projected to be developed in 2024 and funded with proceeds of bonds issued by the District in 2024. This Amended Report will be supplemented by a series 2024 supplement describing the Series 2024 Project and the areas specially benefitted which will include portions of Phase VI and Phase VII as preliminarily described herein.

#### 4.0 Financing Program

#### 4.1 Overview

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

Even though the actual financing plan may change, this Amended Report provides a master financing plan under which the District would issue approximately \$74,625,000 in par amount of special assessment bonds (the "Bonds") to fund approximately \$54,286,000 in the Phase VII Project costs. The Bonds would also include funding for capitalized interest, a debt service reserve account, and costs of issuance.

Please note that as the District previously levied special assessment liens on the lands comprising the DiVosta and Tucker's Cove Parcels and that the purpose of this Amended Report is to allocate the benefit of the Phase VII Project to the various land uses within Phase VII and based on such benefit allocation to apportion the maximum amount of special assessment necessary to fund the Phase VII Project on the Phase VII Assessment Area, which comprises all lands that comprise Phase VII, the total costs of the Phase VII project estimated at \$54,286,000 and the total amount of the Bonds necessary to fund such construction amount is estimated at \$74,625,000. The discussion of the structure and size of the indebtedness is preliminary, based on various estimates and is subject to change.

#### 4.2 Types of Bonds Proposed

The proposed master financing plan for Phase VII provides for the issuance of the Bonds in the approximate principal amount of \$74,625,000 to finance costs estimated at \$54,286,000. The Bonds as projected under this master financing plan would be structured to be amortized in 30 annual installments following a 24-month capitalized interest period. Interest payments on the Bonds would

be made every May 1 and November 1, and principal payments on the Bonds would be made every November 1.

In order to finance the Phase VII Project improvement costs, the District would need to borrow more funds and incur indebtedness in the total amount of \$74,625,000. The difference is comprised of debt service reserve, capitalized interest, and costs of issuance, including the underwriter's discount. Preliminary sources and uses of funding for the Bonds are presented in Table 3 in the *Appendix*.

Please note that the structure of the Bonds as presented in this Amended Report is preliminary and may change due to changes in the development program, market conditions, timing of infrastructure installation as well as for other reasons. The District maintains complete flexibility as to the structure of the Bonds and reserves the right to modify it as necessary.

#### 5.0 Assessment Methodology

#### 5.1 Overview

The issuance of the Bonds provides the District with funds necessary to construct/acquire the Phase VII Project public infrastructure improvements outlined in *Section 3.2* and described in more detail by the District Engineer in the District Engineer's Report. These improvements yield special and general benefits, with special benefits accruing to properties within the boundaries of Phase VII and general benefits accruing to areas outside of Phase VII and outside the District and being only incidental in nature. The debt incurred in financing the public infrastructure included in the Phase VII Project will be paid off by assessing properties that derive special and peculiar benefits from the Phase VII Project. All properties that derive special benefits from the Phase VII Project will be assessed for their fair share of the debt issued in order to finance the Phase VII Project.

#### 5.2 Benefit Allocation

The current development plan for Phase VII envisions the development of a total of 2,394 residential units, although unit numbers and land use types may change throughout the development period.

As described in the District Engineer's Report, the Phase VII Project is comprised of Master Improvements which will serve and benefit all

of the lands in Phase VII. The Master Improvements will serve and benefit all of the lands in Phase VII and the Master Improvements will comprise an interrelated system of improvements, which means all of the improvements will serve the entire Phase VII, and the improvements will be interrelated such that they will reinforce one another and their combined benefits will be greater than the sum of their individual benefits. All of the land uses within Phase VII will benefit from each infrastructure improvement category of the Master Improvements, as the Master Improvements provide basic infrastructure to all lands within Phase VII as an integrated system of improvements.

As stated previously, the Phase VII Project has a logical connection to the special and peculiar benefits received by the land within Phase VII and the development of the properties within Phase VII. Based upon the connection between the improvements and the special and peculiar benefits to the land within Phase VII, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the cost of, or the actual non-ad valorem assessment amount levied on that parcel.

The benefit associated with the Master Improvements portion of the Phase VII Project are proposed to be allocated to the residential units projected to be developed within the Phase VII in proportion to the density of development and intensity of use of infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the product types contemplated to be developed within Phase VII based on the densities of development and the intensities of use of infrastructure, the total ERU counts for each land use category, for each parcel and the share of the benefit received by each product type within each parcel.

The rationale behind different ERU weights is supported by the fact that generally and on average smaller units will use and benefit from the District's public infrastructure improvements less than larger units, as for instance, generally and on average smaller units produce less storm water runoff and may produce fewer vehicular trips. Additionally, the value of the larger units is likely to appreciate by more in terms of dollars than that of the smaller units as a result of the implementation of the infrastructure improvements. As the exact amount of the benefit and appreciation is not possible to be

calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received from the Phase VII Project.

Table 5 presents the allocation of the Phase VII Project costs and the apportionment of the assessment associated with the Bonds (the "Bond Assessments") in accordance with the ERU benefit allocation method presented in Table 4 in the *Appendix*. Table 6 in the *Appendix* presents the apportionment total and per residential unit Bond Assessments, as well as presents the annual levels of the projected annual debt service assessments.

#### 5.3 Assigning Bond Assessments

With the exception of the Webb's Reserve Parcel, the Bond Assessments lien is proposed to be allocated through independent parcel-specific assessment liens on each parcel within Phase VII based on the development plan associated therewith (rather than gross acreage) as the land within each parcel within Phase VII is anticipated to be sold in bulk prior to platting. Consequently, in the Lee County Parcel 1 portion of the Phase VII Assessment Area, the Bond Assessments will be levied initially on approximately 124.92 +/-gross acres within the Lee County Parcel 1 portion of the Phase VII Assessment Area based on the planned development of 249 residential units (as outlined in Table 1) within the Lee County Parcel 1, which shall be applied initially on an equal pro-rata gross acre basis and thus the total Bond Assessments in the amount of \$9,759,351.10 will be preliminarily levied on approximately 124.92 +/- gross acres at a rate of \$78,124.81 per acre.

In the Lee County Parcel 2 portion of the Phase VII Assessment Area, the Bond Assessments will be levied initially on approximately 175.77 +/- gross acres within the Lee County Parcel 2 portion of the Phase VII Assessment Area based on the planned development of 124 residential units (as outlined in Table 1) within the Lee County Parcel 2, which shall be applied initially on an equal pro-rata gross acre basis and thus the total Bond Assessments in the amount of \$10,685,486.29 will be preliminarily levied on approximately 175.77 +/- gross acres at a rate of \$60,792.43 per acre.

In the Midtown Parcel 1 portion of the Phase VII Assessment Area, the Bond Assessments will be levied initially on approximately 58.00 +/- gross acres within the Midtown Parcel 1 portion of the Phase VII Assessment Area based on the planned development of 220 residential units (as outlined in Table 1) within the Midtown Parcel 1, which shall be applied initially on an equal pro-rata gross acre basis

and thus the total Bond Assessments in the amount of \$7,243,559.49 will be preliminarily levied on approximately 58.00 +/- gross acres at a rate of \$124,888.96 per acre.

In the Midtown Parcel 2 portion of the Phase VII Assessment Area, the Bond Assessments will be levied initially on approximately 58.55 +/- gross acres within the Midtown Parcel 2 portion of the Phase VII Assessment Area based on the planned development of 220 residential units (as outlined in Table 1) within the Midtown Parcel 2, which shall be applied initially on an equal pro-rata gross acre basis and thus the total Bond Assessments in the amount of \$6,786,403.40 will be preliminarily levied on approximately 58.55 +/- gross acres at a rate of \$115,907.83 per acre.

In the Midtown Parcel 3 portion of the Phase VII Assessment Area, the Bond Assessments will be levied initially on approximately 32.89 +/- gross acres within the Midtown Parcel 3 portion of the Phase VII Assessment Area based on the planned development of 146 residential units (as outlined in Table 1) within the Midtown Parcel 3, which shall be applied initially on an equal pro-rata gross acre basis and thus the total Bond Assessments in the amount of \$4,132,318.49 will be preliminarily levied on approximately 32.89 +/- gross acres at a rate of \$125,640.57 per acre.

In the Midtown Parcel 4 portion of the Phase VII Assessment Area, the Bond Assessments will be levied initially on approximately 30.62 +/- gross acres within the Midtown Parcel 4 portion of the Phase VII Assessment Area based on the planned development of 222 residential units (as outlined in Table 1) within the Midtown Parcel 4, which shall be applied initially on an equal pro-rata gross acre basis and thus the total Bond Assessments in the amount of \$5,169,876.52 will be preliminarily levied on approximately 30.62 +/- gross acres at a rate of \$168,839.86 per acre.

As the land within the Webb's Reserve Parcel portion of the Phase VII Assessment Area has already been sold to a third-party owner and is presently partially platted, the Bond Assessments lien attributable to the Webb's Reserve Parcel is proposed to be allocated to the Webb's Reserve Parcel through independent parcel-specific assessment lien based on the development plan for the Webb's Reserve Parcel. Consequently, in the Webb's Reserve Parcel portion of Phase VII Assessment Area, the Bond Assessments will be levied on the 194 platted parcels comprising 117 52' parcels, 57 70' parcels and 20 12-Unit parcels in accordance with the figures illustrated in the Table 6 in the *Appendix*, and thus a total amount of \$7,481,810.90 in Bond Assessments will be allocated to the 194

platted parcels. As the balance of the land within the Webb's Reserve Parcel remains unplatted, the Bond Assessments will be levied initially on approximately 136.43 +/- gross acres within the unplatted portion of the Webb's Reserve Parcel portion of the Phase VII Assessment Area based on the planned development of 1,008 residential units, which shall be applied initially on an equal pro-rata gross acre basis and thus the total Bond Assessments in the amount of \$23,366,193.81 will be preliminarily levied on approximately 136.43 +/- gross acres at a rate of \$171,268.74 per acre.

As parcels are platted, the Bond Assessments will be allocated to such parcels that are platted or receive site plan approval based on the planned use for that parcel as reflected in Table 6 in the *Appendix*. Further, to the extent that any parcel that has not been platted, is sold to another developer or builder, the Bond Assessments will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessments transferred at sale.

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

As first discussed in *Section 1.3*, Special Benefits and General Benefits, the Phase VII Project creates special and peculiar benefits to properties within Phase VII. The Phase VII Project benefits assessable properties within Phase VII and accrues to all such assessable properties on an ERU basis as illustrated in Table 4 in the *Appendix*.

The Phase VII Project undertaken by the District for properties within Phase VII can be shown to be creating special and peculiar benefits to the property within Phase VII. The special and peculiar benefits resulting from each improvement are:

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

The Phase VII Project makes the land in Phase VII developable and saleable and provides special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of

numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

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

A reasonable estimate of the proportion of special and peculiar benefits received from the Phase VII Project is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

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

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

### 5.6 True-Up Mechanism

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

This mechanism is to be utilized to ensure that the Bond Assessments apportioned to properties with Phase VII Assessment Area on a per ERU basis never exceeds the initially allocated assessment as contemplated in the adopted assessment methodology. Please note that the True-Up Mechanism will be described in detail in the supplemental methodology.

### 5.7 Preliminary Assessment Roll

The preliminary assessment roll is included in Exhibit A.

### 6.0 Additional Stipulations

### 6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the Phase VII Project. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.

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

### 7.0 Appendix

Table 1

### **Community Independent Special District**

Supplemental Phase VI and Phase VII Proposed Development Plan

Product Type	Phase VI Units That Commenced Development in 2022	Phase VI Units That Are Projected to Commence Development in 2024	Phase VI Units That Are Projected to Commence Development After 2024	Total Number of Units
Supplemental Phase VI				
DiVosta Parcel				
34'	174		C	
50'	197		C	
64'	129		<u>C</u>	
Tuckor's Coup	500	500	O	1,000
Tucker's Cove 20'	0	106	298	404
52'	252		265	
62'	0		520	
Twin Villa	0		548	
	252		1,631	
Phase VII				
Lee County Parcel 1				
50'				119
60'				130 249
Lee County Parcel 2				243
120'				83
150'				41
				124
Midtown Parcel 1				
40'				99
50'				220 <u>121</u>
Midtown Parcel 2				220
40'				231
				231
Midtown Parcel 3				
38'				146
Address Broad 4				146
Midtown Parcel 4 30'				222
30				222
Webb's Reserve				
52'				264
70'				142
30-Unit				420
16-Unit				240
12-Unit Coach				24 112
Coacii				1,202
				1,202

Table 2

### **Community Independent Special District**

Continued Phase VI and Phase VII Project

			Lee County	Lee County	Midtown Parcel	Midtown Parcel	Midtown Parcel	Midtown Parcel		
Improvement	DiVosta Parcel	Tucker's Cove	Parcel 1	Parcel 2	1	2	3	4	Webb's Reserve	Total
Master Improvements										
Clearing, Grubbing, and Earthwork	\$688,000.00	\$34,944,000.00	\$4,189,000.00	\$6,526,000.00	\$2,862,000.00	\$2,305,000.00	\$949,000.00	\$1,588,000.00	\$12,635,000.00	\$66,686,000.00
Entry Features and Wayfinding	\$0.00	\$500,000.00	\$81,000.00	\$81,000.00	\$81,000.00	\$81,000.00	\$81,000.00	\$81,000.00	\$81,000.00	\$1,067,000.00
Mitigation	\$1,726,000.00	\$3,853,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,579,000.00
Offsite Improvements	\$6,002,000.00	\$13,404,000.00	\$241,000.00	\$120,000.00	\$212,000.00	\$223,000.00	\$141,000.00	\$214,000.00	\$1,161,000.00	\$21,718,000.00
Master Storm	\$4,470,000.00	\$11,212,000.00	\$1,133,000.00	\$564,000.00	\$1,001,000.00	\$1,050,000.00	\$664,000.00	\$1,010,000.00	\$5,467,000.00	\$26,571,000.00
Landscaping	\$12,544,000.00	\$28,013,000.00	\$312,000.00	\$155,000.00	\$276,000.00	\$290,000.00	\$184,000.00	\$279,000.00	\$1,508,000.00	\$43,561,000.00
Design and Permitting	\$1,751,000.00	\$3,914,000.00	\$672,000.00	\$334,000.00	\$594,000.00	\$623,000.00	\$394,000.00	\$599,000.00	\$3,244,000.00	\$12,125,000.00
	\$27,181,000.00	\$95,840,000.00	\$6,628,000.00	\$7,780,000.00	\$5,026,000.00	\$4,572,000.00	\$2,413,000.00	\$3,771,000.00	\$24,096,000.00	\$177,307,000.00
Total	\$27,181,000.00	\$95,840,000.00	\$6,628,000.00	\$7,780,000.00	\$5,026,000.00	\$4,572,000.00	\$2,413,000.00	\$3,771,000.00	\$24,096,000.00	\$177,307,000.00
	Phase VII P	roject-Only Costs	\$6,628,000.00	\$7,780,000.00	\$5,026,000.00	\$4,572,000.00	\$2,413,000.00	\$3,771,000.00	\$24,096,000.00	\$54,286,000.00

### Series 2024 Project

			Lee County	Lee County	Midtown Parcel	Midtown Parcel	Midtown Parcel	Midtown Parcel		
Improvement	DiVosta Parcel	Tucker's Cove	Parcel 1	Parcel 2	1	2	3	4	Webb's Reserve	Total
Master Improvements										
Clearing, Grubbing, and Earthwork	\$413,000.00	\$3,882,000.00	\$4,189,000.00	\$6,526,000.00	\$2,862,000.00	\$2,305,000.00	\$949,000.00	\$1,588,000.00	\$4,183,636.00	\$26,897,636.00
Entry Features and Wayfinding	\$0.00	\$81,000.00	\$81,000.00	\$81,000.00	\$81,000.00	\$81,000.00	\$81,000.00	\$81,000.00	\$26,820.00	\$593,820.00
Mitigation	\$1,036,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,036,000.00
Offsite Improvements	\$3,600,000.00	\$370,000.00	\$241,000.00	\$120,000.00	\$212,000.00	\$223,000.00	\$141,000.00	\$214,000.00	\$384,424.00	\$5,505,424.00
Master Storm	\$2,681,000.00	\$1,741,000.00	\$1,133,000.00	\$564,000.00	\$1,001,000.00	\$1,050,000.00	\$664,000.00	\$1,010,000.00	\$1,810,205.00	\$11,654,205.00
Landscaping	\$7,526,000.00	\$481,000.00	\$312,000.00	\$155,000.00	\$276,000.00	\$290,000.00	\$184,000.00	\$279,000.00	\$499,321.00	\$10,002,321.00
Design and Permitting	\$1,051,000.00	\$1,034,000.00	\$672,000.00	\$334,000.00	\$594,000.00	\$623,000.00	\$394,000.00	\$599,000.00	\$1,074,136.00	\$6,375,136.00
	\$16,307,000.00	\$7,589,000.00	\$6,628,000.00	\$7,780,000.00	\$5,026,000.00	\$4,572,000.00	\$2,413,000.00	\$3,771,000.00	\$7,978,542.00	\$62,064,542.00
Total	\$16,307,000.00	\$7,589,000.00	\$6,628,000.00	\$7,780,000.00	\$5,026,000.00	\$4,572,000.00	\$2,413,000.00	\$3,771,000.00	\$7,978,542.00	\$62,064,542.00

### **Community Independent Special District**

### **Preliminary Sources and Uses of Funds**

Sources	Bonds
Bond Proceeds:	
Par Amount	\$74,625,000.00
Total Sources	\$74,625,000.00
<u>Uses</u>	
Project Fund Deposits:	
Project Fund	\$54,286,000.00
Other Fund Deposits:	
Debt Service Reserve Fund	\$6,628,747.22
Capitalized Interest Fund	\$11,940,000.00
Delivery Date Expenses:	
Costs of Issuance	\$1,767,500.00
Rounding	\$2,752.78
Total Uses	\$74,625,000.00

### **Financing Assumptions:**

Coupon Rate: 8.00%
Length of Capitalized Interest Period: 24 Months
Debt Service Reserve: Max Annual Debt Service
Underwriter's Discount: 2.00%
Costs of Issuance: \$275,000.00

<u>Notes:</u> Please note that the Original Report assumed a coupon rate of 8.50% and costs of issuance of \$250,000. The revisions made to these assumptions herein do not affect the allocation of benefit of the public infrastructure improvements provided as part of the Phase VII Project and were made to more accurately reflect estimated financing factors.

Table 4

### **Community Independent Special District**

Phase VII Benefit Allocation

			1	Percent Share of
Product Type	Number of Units	ERU per Unit	Total ERU	Total
Lee County Parcel 1				
50'	119	1.00	119.00	5.71%
60'	130	1.18	153.40	7.36%
	249	_	272.40	13.08%
Lee County Parcel 2				
120'	83	2.23	185.09	8.89%
150'	41	2.76	113.16	5.43%
	124	_	298.25	14.32%
Midtown Parcel 1				
40'	99	0.82	81.18	3.90%
50'	121	1.00	121.00	5.81%
	220	_	202.18	9.71%
Midtown Parcel 2				
40'	231	0.82	189.42	9.09%
	231	_	189.42	9.09%
Midtown Parcel 3				
38'	146	0.79	115.34	5.54%
	146	-	115.34	5.54%
Midtown Parcel 4				
30'	222	0.65	144.30	6.93%
	222	_	144.30	6.93%
Webb's Reserve				
52'	264	1.04	274.56	13.18%
70'	142	1.35	191.70	9.20%
30-Unit	420	0.43	180.60	8.67%
16-Unit	240	0.51	122.40	5.88%
12-Unit	24	0.51	12.24	0.59%
Coach	112	0.71	79.52	3.82%
	1,202	_	861.02	41.34%
Total	2,394		2,082.91	100.00%

Table 5

### **Community Independent Special District**

Phase VII Project Cost Allocation and Bond Assessment Apportionment

			Phase VII Project Cost Allocation	
			Based on ERU	Total Bond
			Method - Master	Assessment
Product Type	Number of Units	ERU per Unit	Improvements	Apportionment
Lee County Parcel 1				
50'	119	1.00	\$3,101,446.53	\$4,263,446.33
60'	130	1.18	1-, - ,	\$5,495,904.77
	249	2.20	\$7,099,445.68	\$9,759,351.10
Lee County Parcel 2			41,000,110100	40,100,000
120'	83	2.23	\$4,823,922.18	\$6,631,271.27
150'	41	2.76		\$4,054,215.02
	124		\$7,773,163.27	\$10,685,486.29
Midtown Parcel 1			, , , , , ,	, .,,
40'	99	0.82	\$2,115,759.91	\$2,908,458.60
50'	121	1.00		\$4,335,100.89
	220		\$5,269,331.60	\$7,243,559.49
Midtown Parcel 2				
40'	231	0.82	\$4,936,773.13	\$6,786,403.40
	231		\$4,936,773.13	\$6,786,403.40
Midtown Parcel 3				
38'	146	0.79	\$3,006,057.51	\$4,132,318.49
	146		\$3,006,057.51	\$4,132,318.49
Midtown Parcel 4				
30'	222	0.65	\$3,760,829.70	\$5,169,876.52
	222		\$3,760,829.70	\$5,169,876.52
Webb's Reserve				
52'	264	1.04	\$7,155,740.84	\$9,836,738.03
70'	142	1.35	\$4,996,195.80	\$6,868,089.60
30-Unit	420	0.43	\$4,706,901.21	\$6,470,406.79
16-Unit	240	0.51	\$3,190,059.29	\$4,385,259.08
12-Unit	24	0.51	\$319,005.93	\$438,525.91
Coach	112	0.71	\$2,072,496.04	\$2,848,985.31
	1,202		\$22,440,399.11	\$30,848,004.71
Total	2,394		\$54,286,000.00	\$74,625,000.00
	2,054		, J ., <u></u>	Ţ,C_D,300.

Table 6

### **Community Independent Special District**

**Bond Assessments Apportionment** 

		Tatal David	Bond	Annual Bond	Annual Bond
		Total Bond Assessments	Assessments	Assessments	Assessments Debt Service per
Due do et Torre	Number of Units		per Unit	Unit*	Unit**
Product Type	Number of Offics	Apportionment	peronit	Onit	Onit
Lee County Parcel 1					
50'	119	\$4,263,446.33	\$35,827.28	\$3,182.45	\$3,185.45
60'	130	\$5,495,904.77			. ,
	249	\$9,759,351.10	. ' '	, , , , , ,	, -,
Lee County Parcel 2		,-,,			
120'	83	\$6,631,271.27	\$79,894.83	\$7,096.85	\$7,099.85
150'	41	\$4,054,215.02			
	124	\$10,685,486.29			. ,
Midtown Parcel 1					
40'	99	\$2,908,458.60	\$29,378.37	\$2,609.61	\$2,776.18
50'	121	\$4,335,100.89	\$35,827.28	\$3,182.45	\$3,385.58
	220	\$7,243,559.49	•		
Midtown Parcel 2					
40'	231	\$6,786,403.40	\$29,378.37	\$2,609.61	\$2,776.18
	231	\$6,786,403.40			
Midtown Parcel 3					
38'	146	\$4,132,318.49	\$28,303.55	\$2,514.13	\$2,674.61
	146	\$4,132,318.49			
Midtown Parcel 4					
30'	222	\$5,169,876.52	\$23,287.73	\$2,068.59	\$2,200.63
	222	\$5,169,876.52			
Webb's Reserve					
52'	264	\$9,836,738.03	\$37,260.37	\$3,309.74	\$3,521.00
70'	142	\$6,868,089.60	\$48,366.83	\$4,296.30	\$4,570.53
30-Unit	420	\$6,470,406.79	\$15,405.73	\$1,368.45	\$1,455.80
16-Unit	240	\$4,385,259.08	\$18,271.91	\$1,623.05	\$1,726.65
12-Unit	24	\$438,525.91	\$18,271.91	\$1,623.05	\$1,726.65
Coach	112	\$2,848,985.31	\$25,437.37	\$2,259.54	\$2,403.76
	1,202	\$30,848,004.71			
0 17 1		AT4 50E 005 55	1		
Grand Total	2,394	\$74,625,000.00			

<sup>\*</sup> Excludes costs of collection and early payment discount allowance

<sup>\*\*</sup> Includes costs of collection and early payment discount allowance

### **Exhibit A**

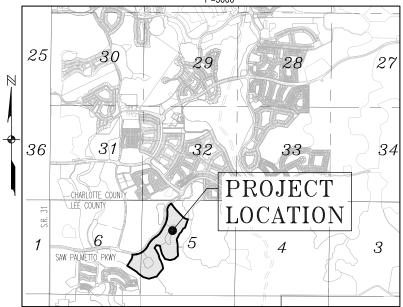
Bond Assessments in the approximate amount of \$9,759,351.10 are proposed to be levied on an equal pro-rata gross acre basis based on the planned development of 249 residential units (as outlined in Table 1) within the Lee County Parcel 1 on the land described as follows, which constitutes the Lee County Parcel 1 portion of Phase VII Assessment Area:

# SKETCH AND DESCRIPTION

### BABCOCK RANCH COMMUNITY LEE COUNTY PARCEL 1 **DEVELOPMENT ORDER LIMITS**

LYING IN SECTIONS 5 AND 6, TOWNSHIP 43 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA





1250 2500 5000 (INTENDED DISPLAY SCALE: 1"=5000')

JOHNSON ENGINEERING, INC.

2122 JOHNSON STREET FORT MYERS, FLORIDA 33902-1550 PHONE: (239) 334-0046 E.B. #642 & L.B. #642

### THIS IS NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

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- THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
- COORDINATES AND HORIZONTAL DATA SHOWN HEREON ARE IN GRID FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN
- DATUM OF 1983 (NAD83), 99 ADJUSTMENT.
  BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF
  TRACT E-25, BABCOCK RANCH COMMUNITY LEE COUNTY PHASE 1, WHEREIN SAID NORTH LINE BEARS N.89'41'45"W. DESCRIBED PARCEL CONTAINS 124.92 ACRES, MORE OR LESS. P.O.C. = POINT OF COMMENCEMENT

- P.O.B. = POINT OF COMMENCEMENT P.O.B. = POINT OF BEGINNING ORI = OFFICIAL RECORDS INSTRUMENT
- STRAP = LEE COUNTY PARCEL NUMBER
- DE = DRAINAGE EASEMENT
- 10. PUE = PUBLIC UTILITY EASEMENT
- 11. LME = LAKE MAINTENANCE EASEMENT 12. RWE = RIGHT-OF-WAY EASEMENT
- 20. NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3.

THIS SKETCH HAS BEEN DIGITALLY SIGNED BY: KEVIN M. RISCASSI (FOR THE FIRM L.B. 642) PROFESSIONAL SURVEYOR AND MAPPER FLORIDA CERTIFICATE NO. 6433

ON THE DATE ADJACENT TO THE SEAL.

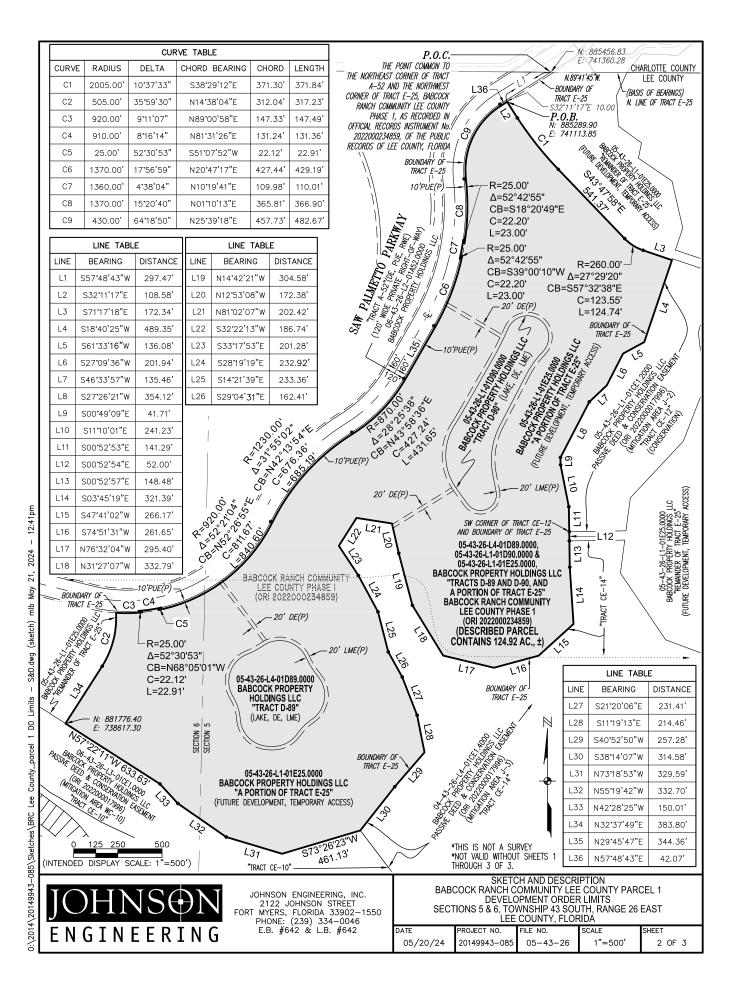
COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED, AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SKETCH AND DESCRIPTION
BABCOCK RANCH COMMUNITY LEE COUNTY PARCEL 1
DEVELOPMENT ORDER LIMITS
SECTIONS 5 & 6, TOWNSHIP 43 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/20/24	20149943-085	05-43-26	AS SHOWN	1 OF 3

ENGINEERING

13. AC. = ACRES 14. R = RADIUSFee 15.  $\Delta$  = DELTA 16. CB = CHORD BEARING 17. C = CHORD LENGTH Sketches' 18. L = ARC LENGTH19. (P) = PLAT085



ALL OF TRACTS D-89, D-90 AND A PORTION OF TRACT E-25 BABCOCK RANCH COMMUNITY LEE COUNTY PHASE 1
SECTIONS 5 AND 6, TOWNSHIP 43 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA

A PARCEL OF LAND BEING ALL OF TRACTS D-89 AND D-90, AND A PORTION OF TRACT E-25, BABCOCK RANCH COMMUNITY LEE COUNTY PHASE 1, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2022000234859, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTIONS 5 AND 6, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT COMMON TO THE NORTHEAST CORNER OF TRACT A-52 (SAW PALMETTO PARKWAY-120 FEET WIDE) OF THE AFOREMENTIONED PLAT OF BABCOCK RANCH COMMUNITY LEE COUNTY PHASE 1, AND THE NORTHWEST CORNER OF SAID TRACT E-25, THENCE S.57'48'43'W., ALONG THE BOUNDARY OF SAID TRACT E-25, FOR 297.47 FEET; THENCE S.32'11'17"E. DEPARTING SAID BOUNDARY, FOR 10.00 FEET TO THE SOUTHEASTERLY LINE OF AN EXISTING 10 FOOT WIDE PUBLIC UTILITY EASEMENT AS SHOWN ON SAID PLAT AND TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, THENCE S.32"11"17"E., DEPARTING SAID EXISTING EASEMENT LINE, FOR 108.58 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 2,005.00 FEET, (CENTRAL ANGLE OF 10'37'33"), (CHORD BEARING OF S.38'29'12"E.), (CHORD LENGTH OF 371.30 FEET), AN ARC LENGTH OF 371.84 FEET; THENCE S.43'47'58"E., FOR 541.37 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 260.00 FEET, (CENTRAL ANGLE OF 27'29'20"), (CHORD BEARING OF S.57'32'38"E.), (CHORD LENGTH OF 123.55 FEET), AN ARC LENGTH OF 124.74 FEET; THENCE S.7117'18"E., FOR 172.34 FEET TO AN INTERSECTION WITH THE BOUNDARY OF THE AFOREMENTIONED TRACT E-25; THENCE ALONG SAID BOUNDARY OF TRACT E-25 FOR THE FOLLOWING EIGHT (8) COURSES:

- S.18'40'25"W., FOR 489.35 FEET;
- S.61°33'16"W., FOR 136.08 FEET; 2.
- S.27'09'36"W., FOR 201.94 FEET;
- S.46\*33'57"W., FOR 135.46 FEET; 4.
- S.27°26'21"W., FOR 354.12 FEET;
- S.00°49'10"E., FOR 41.71 FEET;
- S.11"10'01"E., FOR 241.23 FEET;
- S.00°52'53"E., FOR 141.29 FEET

TO A POINT COMMON TO THE SOUTHWEST CORNER OF TRACT CE-12, OF THE AFOREMENTIONED PLAT AND THE BOUNDARY OF SAID TRACT E-25; THENCE S.00'52'54"E. DEPARTING SAID BOUNDARY, FOR 52.00 FEET TO AN INTERSECTION WITH SAID BOUNDARY OF TRACT E-25; THENCE ALONG SAID BOUNDARY OF TRACT E-25 FOR THE FOLLOWING TWENTY-THREE (23) COURSES:

- S.00\*52'57"E., FOR 148.48 FEET;
- S.03\*45'19"E., FOR 321.39 FEET;
- S.47\*41'02"W., FOR 266.17 FEET;
- S.74°51'31"W., FOR 261.65 FEET;
- N.76\*32'04"W., FOR 295.40 FEET;
- N.31°27'07"W., FOR 332.79 FEET;
- N.14\*42'21"W., FOR 304.58 FEET;
- N.12\*53'08"W., FOR 172.38 FEET;
- N.81°02'07"W., FOR 202.42 FEET;
- S.32\*22'13"W., FOR 186.74 FEET; S.3317'53"E., FOR 201.28 FEET; 11.
- S.2819'19"E., FOR 232.92 FEET; 12.
- S.14°21'39"E., FOR 233.36 FEET;
- S.29\*04'31"E., FOR 162.41 FEET; 14.
- 15. S.21°20'06"E., FOR 231.41 FEET; S.1119'13"E., FOR 214.46 FEET; 16.
- 17. S.40\*52'50"W., FOR 257.28 FEET;
- 18. S.38\*14'07"W., FOR 314.58 FEET;
- S.73\*26'23"W., FOR 461.13 FEET; 19.
- 20. N.7318'53"W., FOR 329.59 FEET;
- N.5519'42"W., FOR 332.70 FEET;
- 22. N.42\*28'25"W., FOR 150.01 FEET; N.57\*22'11"W., FOR 633.63 FEET:
- (DESCRIPTION CONTINUED ON RIGHT SIDE OF THIS SHEET)

(DESCRIPTION CONTINUED FROM LEFT SIDE OF THIS SHEET)

THENCE N.32'37'49"E. DEPARTING SAID BOUNDARY OF TRACT E-25, FOR 383.80 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 505.00 FEET, (CENTRAL ANGLE OF 35'59'30"), (CHORD BEARING OF N.14'38'04"E.), (CHORD LENGTH OF 312.04 FEET), AN ARC LENGTH OF 317.23 FEET TO AN INTERSÉCTION WITH THE AFOREMENTIONED SOUTHEASTERLY LINE OF AN EXISTING 10 FOOT WIDE PUBLIC UTILITY EASEMENT AND A POINT OF CURVATURE TO THE LEFT; THENCE ALONG SAID 10 FOOT WIDE PUBLIC UTILITY EASEMENT AND SAID CURVE TO THE LEFT HAVING A RADIUS OF 920.00 FEET, (CENTRAL ANGLE OF 09'11'07"), (CHORD BEARING OF N.89'00'58"E.), (CHORD LENGTH OF 147.33 FEET), AN ARC LENGTH OF 147.49 FEET TO A POINT OF A NON TANGENT CURVE TO THE LEFT; THENCE DEPARTING SAID EASEMENT LINE AND ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, (CENTRAL ANGLE OF 52'30'53"), (CHORD BEARING OF N.68°05'01"W.), (CHORD LENGTH OF 22.12 FEET), AN ARC LENGTH OF 22.91 FEET TO THE AFOREMENTIONED BOUNDARY OF SAID TRACT E-25 AND A POINT OF A NON TANGENT CURVE TO THE LEFT; THENCE ALONG SAID BOUNDARY AND CURVE TO THE LEFT HAVING A RADIUS OF 910.00 FEET, (CENTRAL ANGLE OF 0816'14"), (CHORD BEARING OF N.81'31'26"E.), (CHORD LENGTH OF 131.24 FEET), AN ARC LENGTH OF 131.36 FEET TO THE POINT OF A NON TANGENT CURVE TO THE LEFT; THENCE DEPARTING SAID BOUNDARY AND ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, (CENTRAL ANGLE OF 52'30'53"), (CHORD BEARING OF S.51'07'52"W.), (CHORD LENGTH OF 22.12 FEET), AN ARC LENGTH OF 22.91 FEET TO THE AFOREMENTIONED SOUTHEASTERLY EASEMENT LINE AND A POINT OF A NON TANGENT CURVE TO THE LEFT; THENCE ALONG SAID EASEMENT LINE FOR THE FOLLOWING FIVE (5) COURSES:

- ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 920.00 FEET. (CENTRAL ANGLE OF 52°21'04"), (CHORD BEARING OF N.52°26'55"E.), (CHORD LENGTH OF 811.67 FEET), AN ARC LENGTH OF 840.60 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT;
- ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,230.00 FEET, (A CENTRAL ANGLE OF 31'55'02"), (CHORD BEARING OF N.42'13'54"E.), (CHORD LENGTH OF 676.36 FEET), AN ARC LENGTH OF 685.19 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT;
- ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 870.00 FEET, (A CENTRAL ANGLE OF 28'25'38"), (CHORD BEARING OF N.43'58'36"E.), (CHORD LENGTH OF 427.24 FEET), AN ARC LENGTH OF 431.65 FEET;
- N.29'45'47"E., 344.36 FEET TO A POINT OF CURVATURE TO THE LEFT;
- ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,370.00 FEET, (CENTRAL ANGLE OF 17°56'59"), (CHORD BEARING OF N.20°47'17"E.), (CHORD LENGTH OF 427.44 FEET), AN ARC LENGTH OF 429.19 FEET TO THE POINT OF A NON TANGENT CURVE TO THE LEFT;

THENCE DEPARTING SAID EASEMENT LINE AND ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, (CENTRAL ANGLE OF 52'42'55"), (CHORD BEARING OF S.39'00'10"W.), (CHORD LENGTH OF 22.20 FEET), AN ARC LENGTH OF 23.00 FEET TO THE AFOREMENTIONED BOUNDARY OF TRACT E-25 AND THE POINT OF A NON TANGENT CURVE TO THE LEFT; THENCE ALONG SAID BOUNDARY AND SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,360.00 FEET, (CENTRAL ANGLE OF 04'38'04"), (CHORD BEARING OF N.10'19'41"E.), (CHORD LENGTH OF 109.98 FEET), AN ARC LENGTH OF 110.01 FEET TO THE POINT OF A NON TANGENT CURVE TO THE LEFT; THENCE DEPARTING SAID BOUNDARY AND ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, (CENTRAL ANGLE OF 52'42'55"), (CHORD BEARING OF S.18'20'49"E.), (CHORD LENGTH OF 22.20 FEET), AN ARC LENGTH OF 23.00 FEET TO THE AFOREMENTIONED SOUTHEASTERLY EASEMENT LINE AND THE POINT OF A NON TANGENT CURVE TO THE LEFT; THENCE ALONG SAID EASEMENT LINE FOR THE FOLLOWING THREE (3) COURSES:

- ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,370.00 FEET, (CENTRAL ANGLE OF 15°20'40"), (CHORD BEARING OF N.01°10'13"E.), (CHORD LENGTH OF 365.81 FEET), AN ARC LENGTH OF 366.90 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT;
- ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 430.00 FEET, (A CENTRAL ANGLE OF 6418'50"), (CHORD BEARING OF N.25'39'18"E.), (CHORD LENGTH OF 457.73 FEET), AN ARC LENGTH OF 482.67 FEET;
- N.57'48'43"E., 42.07 FEET

### TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 124.92 ACRES, MORE OR LESS.

\*THIS IS NOT A SURVEY.

\*NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3.

ENGINEERING

JOHNSON ENGINEERING, INC 2122 JOHNSON STREET FORT MYERS, FLORIDA 33902— PHONE: (239) 334—0046 E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION BABCOCK RANCH COMMUNITY LEE COUNTY PARCEL 1 DEVELOPMENT ORDER LIMITS SECTIONS 5 & 6, TOWNSHIP 43 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA

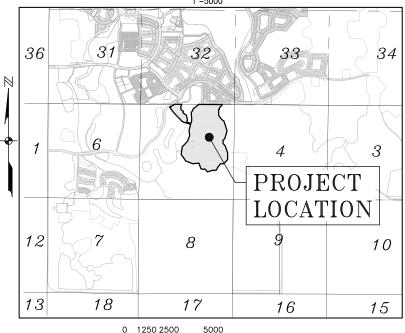
FILE NO. SHEET 05/20/24 20149943-085 05-43-26 N/A 3 OF 3 Bond Assessments in the approximate amount of \$10,685,486.29 are proposed to be levied on an equal pro-rata gross acre basis based on the planned development of 124 residential units (as outlined in Table 1) within the Lee County Parcel 2 on the land described as follows, which constitutes the Lee County Parcel 2 portion of Phase VII Assessment Area:

### BABCOCK RANCH COMMUNITY LEE COUNTY PARCEL 2 DEVELOPMENT ORDER LIMITS

LYING IN

SECTION 5, TOWNSHIP 43 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA

VICINITY MAP 1"=5000'



1250 2500 (INTENDED DISPLAY SCALE: 1"=5000')

### THIS IS NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

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NOTICE:

### NOTES:

- THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
- COORDINATES AND HORIZONTAL DATA SHOWN HEREON ARE IN GRID FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 99 ADJUSTMENT.
- BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF TRACT E-25, BABCOCK RANCH COMMUNITY LEE COUNTY PHASE 1, WHEREIN SAID NORTH LINE BEARS S.89'41'45"E.
  DESCRIBED PARCEL CONTAINS 175.77 ACRES, MORE OR LESS.
  P.O.C. = POINT OF COMMENCEMENT
  P.O.B. = POINT OF BEGINNING

- ORI = OFFICIAL RECORDS INSTRUMENT STRAP = LEE COUNTY PARCEL NUMBER
- DE = DRAINAGE EASEMENT
- 10. PUE = PUBLIC UTILITY EASEMENT
- 11. LME = LAKE MAINTENANCE EASEMENT
- 12. RWE = RIGHT-OF-WAY EASEMENT 13. AC. = ACRES
- 14. (P)
- 15. NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3.

THIS SKETCH HAS BEEN DIGITALLY SIGNED BY: KEVIN M. RISCASSI (FOR THE FIRM L.B. 642) PROFESSIONAL SURVEYOR AND MAPPER FLORIDA CERTIFICATE NO. 6433 ON THE DATE ADJACENT TO THE SEAL.

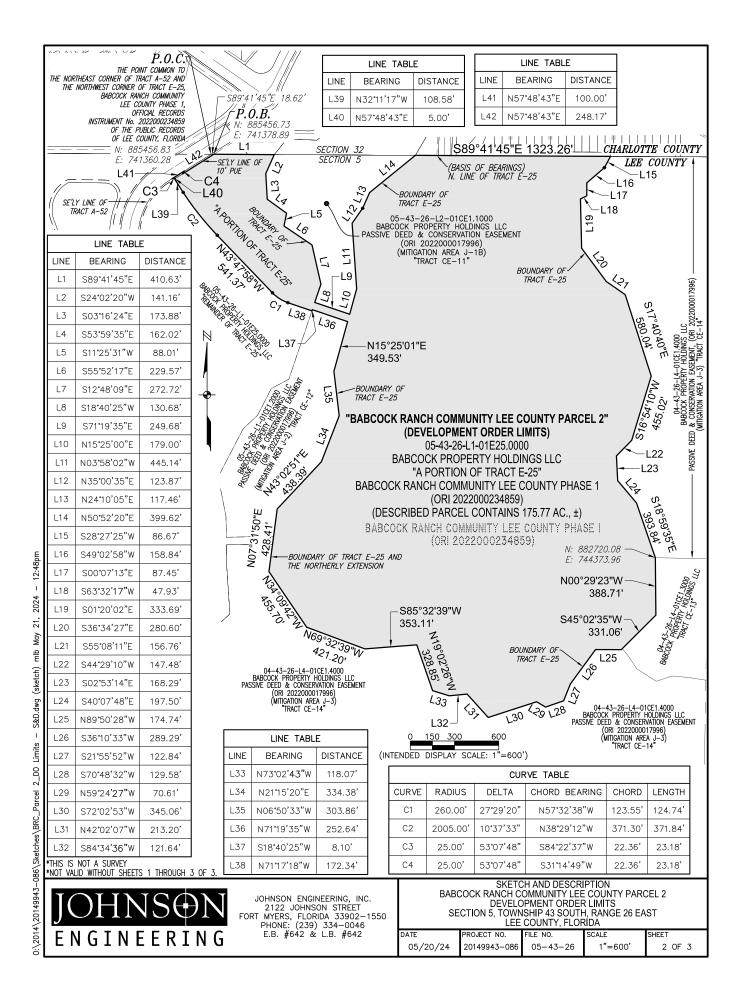
COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED, AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SKETCH AND DESCRIPTION
BABCOCK RANCH COMMUNITY LEE COUNTY PARCEL 2
DEVELOPMENT ORDER LIMITS
SECTION 5, TOWNSHIP 43 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA

TILE NO. SCALE HEET 05/20/24 20149943-086 05-43-26 AS SHOWN 1 OF 3

ENGINEERING

JOHNSON ENGINEERING, INC. 2122 JOHNSON STREET FORT MYERS, FLORIDA 33902-1550 PHONE: (239) 334-0046 E.B. #642 & L.B. #642



A PARCEL OF LAND LYING IN A PORTION OF TRACT E-25. BABCOCK RANCH COMMUNITY LEE COUNTY PHASE 1, SECTION 5, TOWNSHIP 43 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA

A PARCEL OF LAND LYING IN A PORTION OF TRACT E-25, BABCOCK RANCH COMMUNITY LEE COUNTY PHASE 1, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2022000234859, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 5, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT COMMON TO THE NORTHEAST CORNER OF TRACT A-52 (SAW PALMETTO PARKWAY-120 FEET WIDE) OF THE AFOREMENTIONED PLAT OF BABCOCK RANCH COMMUNITY LEE COUNTY PHASE 1, AND THE NORTHWEST CORNER OF SAID TRACT E-25, THENCE S.89°41'45"E., ALONG THE NORTH LINE OF SAID TRACT E-25, 18.62 FEET TO THE SOUTHEASTERLY LINE OF AN EXISTING 10 FOOT WIDE PUBLIC UTILITY EASEMENT AS SHOWN ON SAID PLAT AND TO THE POINT OF BEGINNING.

FROM SAID **POINT OF BEGINNING**, THENCE ALONG THE BOUNDARY OF SAID TRACT E-25 FOR THE FOLLOWING FORTY-FOUR (44) COURSES:

- S.89°41'45"E., 410.63 FEET;
- S.24°02'20"W., 141.16 FEET;
- S.03°16'24"E., 173.88 FEET;
- S.53°59'35"E., 162.02 FEET;
- S.11°25'31"W., 88.01 FEET;
- 6. S.55°52'17"E., 229.57 FEET;
- S.12\*48'09"E., 272.72 FEET;
- S.18°40'25"W., 130.68 FEET;
- S.71°19'35"E., 249.68 FEET; N.15°25'00"E., 179.00 FEET;
- N.03°58'02"W., 445.14 FEET; 11. 12
- N.35°00'35"E., 123.87 FEET; N.24°10'05"E., 117.46 FEET; 13.
- N.50°52'20"E., 399.62 FEET; 14.
- S.89°41'45"E., 1,323.26 FEET; S.28°27'25"W., 86.67 FEET; 16.
- S.49°02'58"W., 158.84 FEET; 17.
- S.00°07'13"E., 87.45 FEET; 18.
- 19. S.63°32'17"W., 47.93 FEET;
- S.01°20'02"E., 333.69 FEET;
- 21. S.36°34'27"E., 280.60 FEET;
- S.55'08'11"E., 156.76 FEET; 23.
- S.17°40'40"E., 580.04 FEET; 24. S.16\*54'10"W., 455.02 FEET;
- S.44°29'10"W., 147.48 FEET;
- 26. S.02°53'14"E., 168.29 FEET;
- 27. S.40°07'48"E., 197.50 FEET;
- S.18°59'35"E., 393.84 FEET; 28.
- 29 S.00°29'23"E., 388.71 FEET;
- 30. S.45°02'35"W., 331.06 FEET;
- N.89\*50'28"W., 174.74 FEET;
- S.36°10'33"W., 289.29 FEET;
- S.21°55′52″W., 122.84 FEET;
- S.70°48'32"W., 129.58 FEET;
- 35. N.59'24'27"W., 70.61 FEET; 36. S.72'02'53"W., 345.06 FEET;
- 37. N.42°02'07"W., 213.20 FEET; 38. S.84°34'36"W., 121.64 FEET;
- 39. N.73°02'43"W., 118.07 FEET;
- 40. N.19°02'26"W., 328.85 FEET;
- S.85°32'39"W., 353.11 FEET;
- 42. N.69°32'39"W., 421.20 FEET; N.34°09'42"W., 455.70 FEET; 43.
- N.07°31'50"W., 428.41 FEET

(DESCRIPTION CONTINUED ON RIGHT SIDE OF THIS SHEET)



JOHNSON ENGINEERING, INC. 2122 JOHNSON STREET FORT MYERS, FLORIDA 33902-1550 PHONE: (239) 334-0046 E.B. #642 & L.B. #642

(DESCRIPTION CONTINUED FROM LEFT SIDE OF THIS SHEET)

ALONG SAID BOUNDARY AND THE NORTHERLY EXTENSION THEREOF TO SAID BOUNDARY OF TRACT  $E\!-\!25;$ THENCE CONTINUE ALONG SAID BOUNDARY OF TRACT E-25 FOR THE FOLLOWING SIX (6) COURSES:

- N.43°02'51"E., A DISTANCE OF 438.39 FEET;
- N.21°15'20"E., A DISTANCE OF 334.38 FEET; 2.
- N.06'50'33"W., A DISTANCE OF 303.86 FEET; N.15'25'01"E., A DISTANCE OF 349.53 FEET;
- N.71°19'35"W., A DISTANCE OF 252.64 FEET;
- S.18'40'25"W., A DISTANCE OF 8.10 FEET;

THENCE N.71"17'18"W. DEPARTING SAID BOUNDARY, 172.34 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 260.00 FEET, (CENTRAL ANGLE OF 27°29'20"), (CHORD BEARING OF N.57'32'38"W.), (CHORD LENGTH OF 123.55 FEET), AN ARC LENGTH OF 124.74 FEET; THENCE THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2005.00 FEET, (CENTRAL ANGLE OF 10°37'33"), (CHORD BEARING OF N.38°29'12"W.), (CHORD LENGTH OF 371.30 FEET), AN ARC LENGTH OF 371.84 FEET; THENCE N.321117"W., 108.58 FEET TO THE AFOREMENTIONED SOUTHEASTERLY LINE OF A 10 FOOT WIDE PUBLIC UTILITY EASEMENT OF SAID PLAT; THENCE N.57\*48'43"E., ALONG SAID SOUTHEASTERLY EASEMENT LINE, 5.00 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, (CENTRAL ANGLE OF 53'07'48"), (CHORD BEARING OF S.84'22'37"W.), (CHORD LENGTH OF 22.36 FEET), AN ARC LENGTH OF 23.18 FEET TO THE SOUTHEASTERLY LINE OF AFOREMENTIONED TRACT A-52 OF SAID PLAT; THENCE N.57'48'43"E., ALONG SAID SOUTHEASTERLY TRACT LINE, 100.00 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, (CENTRAL ANGLE OF 53'07'48"), (CHORD BEARING OF S.31'14'49"W.), (CHORD LENGTH OF 22.36 FEET), AN ARC LENGTH OF 23.18 FEET TO THE AFOREMENTIONED SOUTHEASTERLY LINE OF A 10 FOOT WIDE PUBLIC UTILITY EASEMENT OF SAID PLAT; THENCE N.57'48'43"E., ALONG SAID SOUTHEASTE EASEMENT LINE, 248.17 FEET TO THE **POINT OF BEGINNING**. SOUTHEASTERLY

DESCRIBED PARCEL CONTAINS 175.77 ACRES, MORE OR LESS.

- \*THIS IS NOT A SURVEY.
- \*NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3.

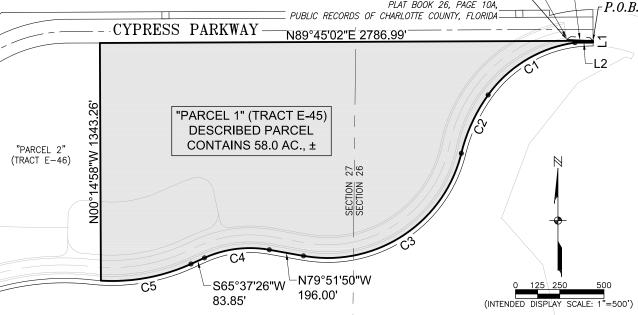
SKETCH AND DESCRIPTION BABCOCK RANCH COMMUNITY LEE COUNTY PARCEL 2 DEVELOPMENT ORDER LIMITS SECTION 5, TOWNSHIP 43 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA

FILE NO. SCALE SHEET 05/20/24 20149943-086 05-43-26 N/A 3 OF 3 Bond Assessments in the approximate amount of \$7,243,559.49 are proposed to be levied on an equal pro-rata gross acre basis based on the planned development of 220 residential units (as outlined in Table 1) within the Midtown Parcel 1 on the land described as follows, which constitutes the Midtown Parcel 1 portion of Phase VII Assessment Area:



SE CORNER OF TRACT 1-75, BABCOCK RANCH COMMUNITY SPINE ROAD DD8-10.

PLAT BOOK 26, PAGE 10A PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA



CURVE TABLE								
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH			
C1	722.50'	46°38'51"	S58°55'00"W	572.11	588.22			
C2	962.50'	21°44'52"	S24°43'08"W	363.15	365.34			
C3	777.50'	86°17'27"	S56°59'26"W	1063.39	1170.96			
C4	622.50'	34°30'44"	S82°52'48"W	369.32	374.96			
C5	1077.50	27°47'00"	S79°30'56"W	517.39	522.49			

### THIS IS NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

### NOTES:

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- THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
- COORDINATES AND HORIZONTAL DATA SHOWN HEREON ARE IN GRID FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 99 ADJUSTMENT,
- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHEASTERLY LINE OF TRACT "I-75" PLAT OF BABCOCK RANCH COMMUNITY SPINE ROAD DD8-10, WHEREIN SAID SOUTHEASTERLY LINE BEARS S10°32'17"E.
- DESCRIBED PARCEL CONTAINS 58.0 ACRES, MORE OR LESS. P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- AC. = ACRES
- R = RADIUS
- $\Lambda = DELTA$
- 10. CB = CHORD BEARING
- = CHORD
- 12. NOT VALID WITHOUT SHEETS 1 THROUGH 2 OF 2.

THIS SKETCH HAS BEEN DIGITALLY SIGNED BY: KEVIN M. RISCASSI (FOR THE FIRM L.B. 642) PROFESSIONAL SURVEYOR AND MAPPER FLORIDA CERTIFICATE NO. 6433 ON THE DATE ADJACENT TO THE SEAL

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SKETCH AND DESCRIPTION MIDTOWN AT BABCOCK RANCH PARCEL 1 (TRACT E-45) LYING IN SECTIONS 26 & 27, TOWNSHIP 42 SOUTH, RANGE 26 EAST CHARLOTTE COUNTY, FLORIDA

05/18/24 20192003-034 26-42-26 1"=500 1 OF 2

### **DESCRIPTION**

"PARCEL 1" (TRACT E-45) A PARCEL OF LAND LYING IN SECTIONS 26 & 27, TOWNSHIP 42 SOUTH, RANGE 26 EAST CHARLOTTE COUNTY, FLORIDA

A PARCEL OF LAND LYING IN SECTIONS 26 AND 27, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT I—75, BABCOCK RANCH COMMUNITY SPINE ROAD DD8—10, AS RECORDED IN PLAT BOOK 26, PAGE 10A, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, THENCE S.86°59'10"E., 147.97 FEET TO THE POINT OF BEGINNING; THENCE S.00°14'58"E., 10.33 FEET; THENCE S.89°45'02"W., 103.06 FEET TO THE POINT OF A NON TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 722.50 FEET, (CENTRAL ANGLE OF 46°38'51"), (CHORD BEARING OF S.58°55'00"W.), (CHORD LENGTH OF 572.11 FEET), AN ARC LENGTH OF 588.22 FEET TO THE POINT OF A NON TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 962.50 FEET, (CENTRAL ANGLE OF 21°44'52"), (CHORD BEARING OF S.24°43'08"W.), (CHORD LENGTH OF 363.15 FEET), AN ARC LENGTH OF 365.34 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 777.50 FEET, (A CENTRAL ANGLE OF 86°17'27"), (CHORD BEARING OF S.56°59'26"W.), (CHORD LENGTH OF 1,063.39 FEET), AN ARC LENGTH OF 1,170.96 FEET; THENCE N.79°51'50"W., 196.00 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 622.50 FEET, (CENTRAL ANGLE OF 34°30'44"), (CHORD BEARING OF S.82°52'48"W.), (CHORD LENGTH OF 369.32 FEET), AN ARC LENGTH OF 374.96 FÉET; THENCE S.65°37'26"W., 83.85 FÉET TO A POINT OF CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,077.50 FEET, (CENTRAL ANGLE OF 27°47'00"), (CHORD BEARING OF S.79°30'56"W.), (CHORD LENGTH OF 517.39 FEET), AN ARC LENGTH OF 522.49 FEET; THENCE N.00°14'58"W., 1,343.26 FEET; THENCE N.89°45'02"E., 2,786.99 FEET **POINT OF** BEGINNING.

DESCRIBED PARCEL OF LAND CONTAINS 58.0 ACRES, MORE OR LESS.

\*THIS IS NOT A SURVEY.

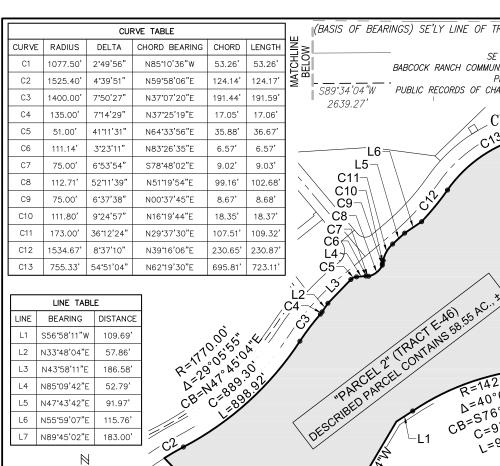
\*NOT VALID WITHOUT SHEETS 1 THROUGH 2 OF 2.



JOHNSON ENGINEERING, INC 2122 JOHNSON STREET FORT MYERS, FLORIDA 33902-1550 PHONE: (239) 334-0046 E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION MIDTOWN AT BABCOCK RANCH PARCEL 1 (TRACT E-45) LYING IN SECTIONS 26 & 27, TOWNSHIP 42 SOUTH, RANGE 26 EAST CHARLOTTE COUNTY, FLORIDA

TILE NO. ROJECT NO. 05/18/24 20192003-034 26-42-26 N/A 2 OF 2 Bond Assessments in the approximate amount of \$6,786,403.40 are proposed to be levied on an equal pro-rata gross acre basis based on the planned development of 231 residential units (as outlined in Table 1) within the Midtown Parcel 2 on the land described as follows, which constitutes the Midtown Parcel 2 portion of Phase VII Assessment Area:



(BASIS OF BEARINGS) SE'LY LINE OF TRACT 1-75 S10°32'17"E P.O.C. SE CORNER OF TRACT 1-75. BABCOCK RANCH COMMUNITY SPINE ROAD DD8-10, PLAT BOOK 26, PAGE 10A, S89°34'04"W PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA 2639.27

P.O.B.

"PARCEL 1" (TRACT E-45)

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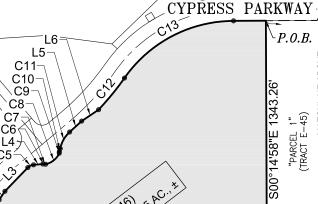
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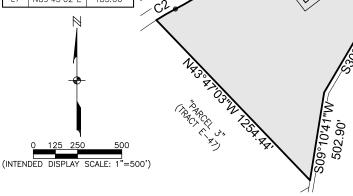
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S00°14'58"E 1343.

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1428, V THIS IS NOT A SURVEY

R=1422.50 D=40°09'50"

CB=\$76°09'27"W

C=976.87

L=997.16

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

### NOTES:

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- THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
- COORDINATES AND HORIZONTAL DATA SHOWN HEREON ARE IN GRID FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 99 ADJUSTMENT. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHEASTERLY LINE
- OF TRACT "I-75" PLAT OF BABCOCK RANCH COMMUNITY SPINE ROAD DD8-10, WHEREIN SAID SOUTHEASTERLY LINE BEARS S10°32'17"E.
- DESCRIBED PARCEL CONTAINS 58.55 ACRES, MORE OR LESS. P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- AC. = ACRES
- R = RADIUS8.
- $\Delta = DELTA$
- 10. CB = CHORD BEARING
- 11. C = CHORD
- 12. NOT VALID WITHOUT SHEETS 1 THROUGH 2 OF 2.

THIS SKETCH HAS BEEN DIGITALLY SIGNED BY: KEVIN M. RISCASSI (FOR THE FIRM L.B. 642) PROFESSIONAL SURVEYOR AND MAPPER FLORIDA CERTIFICATE NO. 6433 ON THE DATE ADJACENT TO THE SEAL

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SKETCH AND DESCRIPTION MIDTOWN AT BABCOCK RANCH PARCEL 2 (TRACT E-46) LYING IN SECTION 27, TOWNSHIP 42 SOUTH, RANGE 26 EAST CHARLOTTE COUNTY, FLORIDA

DATE SHEET 05/18/24 20192003-034 27-42-26 1"=500'1 OF 2

ENGINEERING

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H

NOTICE:

# (2019/20192003-034/Surveying)Sketches/Midtown At BRC/Parcel 2 (Tract E-46) Midtown at BRC - S&D.dwg (2) mlb May 20, 2024 -

### **DESCRIPTION**

"PARCEL 2" (TRACT E-46)
A PARCEL OF LAND LYING IN
SECTION 27, TOWNSHIP 42 SOUTH, RANGE 26 EAST
CHARLOTTE COUNTY, FLORIDA

A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT 1-75, BABCOCK RANCH COMMUNITY SPINE ROAD DD8-10, AS RECORDED IN PLAT BOOK 26, PAGE 10A, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, THENCE S.89°34'04"W., 2,639.27 FEET TO THE POINT OF BEGINNING; THENCE S.00°14'58"E., 1,343.26 FEET TO THE POINT OF A NON TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,077.50 FEET, (CENTRAL ANGLE OF 02'49'56"), (CHORD BEARING OF N.85'10'36"W.), (CHORD LENGTH OF 53.26 FEET), AN ARC LENGTH OF 53.26 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,422.50 FEET, (A CENTRAL ANGLE OF 40'09'50"), (CHORD BEARING OF S.76\*09'27"W.), (CHORD LENGTH OF 976.87 FEET), AN ARC LENGTH OF 997.16 FEET; THENCE S.56\*58'11"W., 109.69 FEET; THENCE S.30\*32'04"W., 714.28 FEET; THENCE S.09\*10'41"W., 502.90 FEET; THENCE N.43'47'03"W., 1,254.44 FEET TO THE POINT OF A NON TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,525.40 FEET, (CENTRAL ANGLE OF 04.39'51"), (CHORD BEARING OF N.59°58'06"E.), (CHORD LENGTH OF 124.14 FEET), AN ARC LENGTH OF 124.17 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,770.00 FEET, (A CENTRAL ANGLE OF 29'05'55"), (CHORD BEARING OF N.47'45'04"E.), (CHORD LENGTH OF 888.30 FEET), AN ARC LENGTH OF 898.92 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,400.00 FEET, (A CENTRAL ANGLE OF 07'50'27"), (CHORD BEARING OF N.37'07'20"E.), (CHORD LENGTH OF 191.44 FEET), AN ARC LENGTH OF 191.59 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 135.00 FEET, (A CENTRAL ANGLE OF 07 14'29"), (CHORD BEARING OF N.37'25'19"E.), (CHORD LENGTH OF 17.05 FEET), AN ARC LENGTH OF 17.06 FEET; THENCE N.33'48'04"E., 57.86 FEET; THENCE N.43'58'11"E., 186.58 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 51.00 FEET, (CENTRAL ANGLE OF 41°11'31"), (CHORD BEARING OF N.64°33'56"E.), (CHORD LENGTH OF 35.88 FEET), AN ARC LENGTH OF 36.67 FEET; THENCE N.85'09'42"E., 52.79 FEET TO THE POINT OF A NON TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 111.14 FEET, (CENTRAL ANGLE OF 03°23'11"), (CHORD BEARING OF N.83'26'35"E.), (CHORD LENGTH OF 6.57 FEET), AN ARC LENGTH OF 6.57 FEET TO THE POINT OF A NON TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, (CENTRAL ANGLE OF 06'53'54"), (CHORD BEARING OF S.78'48'02"E.), (CHORD LENGTH OF 9.02 FEET), AN ARC LENGTH OF 9.03 FEET TO THE POINT OF A NON TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 112.71 FEET, (CENTRAL ANGLE OF 52'11'39"), (CHORD BEARING OF N.51\*19\*54\*E.), (CHORD LENGTH OF 99.16 FEET), AN ARC LENGTH OF 102.68 FEET TO THE POINT OF A NON TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, (CENTRAL ANGLE OF 06\*37'38"), (CHORD BEARING OF N.00\*37'45"E.), (CHORD LENGTH OF 8.67 FEET), AN ARC LENGTH OF 8.68 FEET TO THE POINT OF A NON TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 111.80 FEET, (CENTRAL ANGLE OF 09°24'57"), (CHORD BEARING OF N.16-19'44"E.), (CHORD LENGTH OF 18.35 FEET), AN ARC LENGTH OF 18.37 FEET TO THE POINT OF A NON TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 173.00 FEET, (CENTRAL ANGLE OF 36'12'24"), (CHORD BEARING OF N.29'37'30"E.), (CHORD LENGTH OF 107.51 FEET), AN ARC LENGTH OF 109.32 FEET; THENCE N.47'43'42"E., 91.97 FEET; THENCE N.55'59'07"E., 115.76 FEET TO THE POINT OF A NON TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,534.67 FEET, (CENTRAL ANGLE OF 08'37'10"), (CHORD BEARING OF N.39'16'06"E.), (CHORD LENGTH OF 230.65 FEET), AN ARC LENGTH OF 230.87 FEET TO THE POINT OF A NON TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 755.33 FEET, (CENTRAL ANGLE OF 54'51'04"), (CHORD BEARING OF N.62'19'30"E.), (CHORD LENGTH OF 695.81 FEET), AN ARC LENGTH OF 723.11 FEET; THENCE N.89'45'02"E., 183.00 FEET TO THE **POINT OF BEGINNING**.

DESCRIBED PARCEL CONTAINS 58.55 ACRES, MORE OR LESS.

\*THIS IS NOT A SURVEY.

\*NOT VALID WITHOUT SHEETS 1 THROUGH 2 OF 2.



JOHNSON ENGINEERING, INC. 2122 JOHNSON STREET FORT MYERS, FLORIDA 33902-1550 PHONE: (239) 334-0046 E.B. #642 & L.B. #642 SKETCH AND DESCRIPTION MIDTOWN AT BABCOCK RANCH PARCEL 2 (TRACT E-46) LYING IN SECTION 27, TOWNSHIP 42 SOUTH, RANGE 26 EAST CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/18/24	20192003-034	27-42-26	N/A	2 OF 2

Bond Assessments in the approximate amount of \$4,132,318.49 are proposed to be levied on an equal pro-rata gross acre basis based on the planned development of 146 residential units (as outlined in Table 1) within the Midtown Parcel 3 on the land described as follows, which constitutes the Midtown Parcel 3 portion of Phase VII Assessment Area:

LINE TABLE							
LINE	BEARING	DISTANCE					
L1	S09°10'41"W	39.79'					
L2	N00°00'00"E	93.70'					

### **DESCRIPTION**

(TRACT E-47)C2: A PARCÈL OF LAND LYING IN SECTION 27, TOWNSHIP 42 SOUTH, RANGE 26 EAST

CHARLOTTE COC....,

A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 42 SOUTH,
RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA AND BEING MORE
PARTICILI ARLY DESCRIBED AS FOLLOWS:

BABCOCK RANCH COMMUNITY SPINE ROAD DD8-10, RECORDED IN PLAT BOOK 26, PAGE 10A, OF THE PUBLIC OF CHARLOTTE COUNTY, FLORIDA, S.69°45'14"W.., 5369.76 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE S.43°47'03"E., 1,254.44 FEET; THENCE S.09°10'41"W., 39.79 FEET; THENCE S.59°14'53"W., 1,342.80 FEET; THENCE N.00°00'00"E., 93.70 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 120.00 FEET, (CENTRAL ANGLE OF 37°10'40"), (CHORD BEARING OF N.18°35'20"W.), (CHORD LENGTH OF 76.51 FEET), AN ARC LENGTH OF 77.87 FEET; THENCE N.37°10'40"W., 1,009.26 FEET TO THE POINT OF A NON TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 730.00 FEET, (CENTRAL ANGLE OF 01°42'42"), (CHORD BEARING OF N.74°48'29"E.), (CHORD LENGTH OF 21.81 FEET). AN ARC LENGTH OF 21.81 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,070.00 FEET, (A CENTRAL ANGLE OF 35°37'26"), (CHORD BEARING OF N.57°51'07"E.), (CHORD LENGTH OF 654.61 FEET), AN ARC LENGTH OF 665.28 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,525.40 FEET, (A CENTRAL ANGLE OF 17°35'47"), (CHORD BEARING OF N.48°50'17"E.), (CHORD LENGTH OF 466.63 FEET), AN ARC LENGTH OF 468.47 FEET TO THE POINT OF BEGINNING.

### NOTES:

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Parcel

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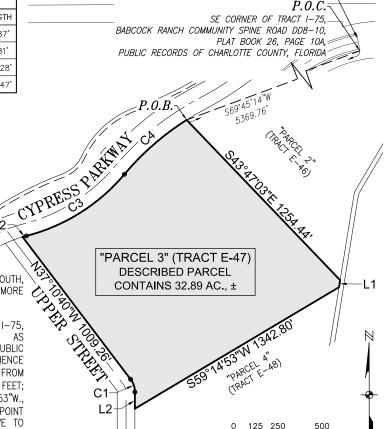
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Surveying)

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- THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
- COORDINATES AND HORIZONTAL DATA SHOWN HEREON ARE IN GRID FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 99 ADJUSTMENT.
- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHEASTERLY LINE OF TRACT "I-75" PLAT OF BABCOCK RANCH COMMUNITY SPINE ROAD DD8-10, WHEREIN SAID SOUTHEASTERLY LINE BEARS S10°32'17"E.
- DESCRIBED PARCEL CONTAINS 32.89 ACRES, MORE OR LESS. P.O.C. = POINT OF COMMENCEMENT

JOHNSON ENGINEERING, INC. 2122 JOHNSON STREET FORT MYERS, FLORIDA 33902-1550 PHONE: (239) 334-0046 E.B. #642 & L.B. #642



(BASIS OF BEARINGS) SE'LY LINE OF TRACT I-75 S10°32'17"E

### THIS IS NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE APPLICABLE PROVISIONS OF CHAPTER THE 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

(INTENDED DISPLAY SCALE: 1"=500")

THIS SKETCH HAS BEEN DIGITALLY SIGNED BY: KEVIN M. RISCASSI (FOR THE FIRM L.B. 642) ROFESSIONAL SURVEYOR AND MAPPER FLORIDA CERTIFICATE NO. 6433 ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED, AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

### SKETCH AND DESCRIPTION MIDTOWN AT BABCOCK RANCH PARCEL 3 (TRACT E-47) LYING IN SECTION 27, TOWNSHIP 42 SOUTH, RANGE 26 EAST

CHARLOTTE COUNTY, FLORIDA TILE NO. ROJECT NO. 05/18/24 20192003-034 27-42-26

F.A 5J-17.062, RULE UNDER SEALED AND SIGNED TALLY <u>DIGI</u> 빔 ELECTRONIC 뿔  $\underline{S}$ SHEET THIS P RECORD OFFICIAL H

1"=500'

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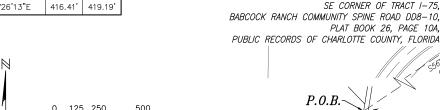
Bond Assessments in the approximate amount of \$5,169,876.52 are proposed to be levied on an equal pro-rata gross acre basis based on the planned development of 222 residential units (as outlined in Table 1) within the Midtown Parcel 4 on the land described as follows, which constitutes the Midtown Parcel 4 portion of Phase VII Assessment Area:

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CURVE TABLE								
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH			
C1	1050.00'	22°52'27"	N11°26'13"E	416.41'	419.19'			

LINE TABLE			
LINE	BEARING	DISTANCE	
L1	S09°10'41"W	319.65	
L2	S13°33'19"W	47.08'	
L3	S19°26'49"E	220.07	
L4	S44°25'02"E	151.68'	
L5	S77°34'46"E	257.10'	
L6	S32*22'02"E	353.88'	
L7	S66*54'44"W	240.58'	
L8	S24°08'00"W	19.43'	
L9	N00*00'00"E	179.03'	



SCALE: 1"=500')

STREET

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(INTENDED DISPLAY

**DESCRIPTION** 

(TRACT F-48) A PARCÈL OF LAND LYING IN SECTION 27, TOWNSHIP 42 SOUTH, RANGE 26 EAST CHARLOTTE COUNTY, FLORIDA

A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT I-75, BABCOCK RANCH COMMUNITY SPINE ROAD DD8-10, AS RECORDED IN PLAT BOOK 26, PAGE 10A, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, THENCE S.56°07'50"W..., 5029.85 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE S.09°10'41"W., 319.65 FEET; THENCE S.13°33'19"W., 47.08 FEET; THENCE S.19'26'49"E., 220.07 FEET; THENCE S.44'25'02"E., 151.68 FEET; THENCE S.77'34'46"E., 257.10 FEET; THENCE S.32°22'02"E., 353.88 FEET; THENCE S.66°54'44"W., 240.58 FEET; THENCE S.68\*35'43"W., 553.55 FEET; THENCE S.24\*08'00"W., 19.43 FEET; THENCE N.86°05'34"W., 1,052.31 FEET TO THE POINT OF A NON TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,050.00 FEET, (CENTRAL ANGLE OF 22°52'27"), (CHORD BEARING OF N.11°26'13"E.), (CHORD LENGTH OF 416.41 FEET), AN ARC LENGTH OF 419.19 FEET; THENCE N.00°00'00"E., 179.03 FEET; THENCE N.59°14'53"E., 1,342.80 FEET TO THE POINT OF BEGINNING.

### NOTES:

- THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
- COORDINATES AND HORIZONTAL DATA SHOWN HEREON ARE IN GRID FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 99 ADJUSTMENT.
- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHEASTERLY LINE OF TRACT "I-75" PLAT OF BABCOCK RANCH COMMUNITY SPINE DD8-10, WHEREIN SAID SOUTHFASTERLY LINE BEARS S 10°32'17"F
- DESCRIBED PARCEL CONTAINS 30.62 ACRES, MORE OR LESS. P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- AC. = ACRES

JOHNSON ENGINEERING, INC. 2122 JOHNSON STREET FORT MYERS, FLORIDA 33902-1550 PHONE: (239) 334-0046 E.B. #642 & L.B. #642

### THIS IS NOT A SURVEY

"PARCEL 4" (TRACT E-48)

**DESCRIBED PARCEL** CONTAINS 30.62 AC., ±

N86°05'34"W 1052.31

TRACT E-50

(BASIS OF BEARINGS) E'LY LINE OF TRACT 1-75 S10°32'17"E

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**NOTICE:** 

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

L8

568°35'43"W

553.55

THIS SKETCH HAS BEEN DIGITALLY SIGNED BY: KEVIN M. RISCASSI (FOR THE FIRM L.B. 642) PROFESSIONAL SURVEYOR AND MAPPER FLORIDA CERTIFICATE NO. 6433 ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED, AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

### SKETCH AND DESCRIPTION MIDTOWN AT BABCOCK RANCH PARCEL 4 (TRACT E-48) LYING IN SECTION 27, TOWNSHIP 42 SOUTH, RANGE 26 EAST CHARLOTTE COUNTY, FLORIDA

DATE TILE NO. ROJECT NO. 05/18/24 20192003-034 27-42-26 1"=500'1 OF 1



Bond Assessments in the approximate amount of \$7,481,810.90 are proposed to be levied as illustrated below based on the platting of 117 52' parcels, 57 70' parcels, and 20 12-Unit parcels within the Webb's Reserve Parcel on the land described as follows, which constitutes the platted portion of the Webb's Reserve Parcel portion of Phase VII Assessment Area:

			Bond
			Assessments
			Apportionment
Parcel ID	Lot Number	Product Type	per Unit
422616376004	7002	52'	\$37,260.37
422616376005	7003	52'	\$37,260.37
422616376006	7004	52'	\$37,260.37
422616376007	7005	52'	\$37,260.37
422616376008	7006	52'	\$37,260.37
422616376009	7007	52'	\$37,260.37
422616376010	7008	52'	\$37,260.37
422616376011	7009	52'	\$37,260.37
422616376012	7010	52'	\$37,260.37
422616376013	7011	52'	\$37,260.37
422616376014	7012	52'	\$37,260.37
422616376015	7013	52'	\$37,260.37
422616376016	7014	52'	\$37,260.37
422616376017	7015	52'	\$37,260.37
422616376018	7016	52'	\$37,260.37
422616376019	7017	52'	\$37,260.37
422616376020	7018	52'	\$37,260.37
422616376021	7019	52'	\$37,260.37
422616451006	6999	70'	\$48,366.83
422616451007	7000	70'	\$48,366.83
422616451008	7001	70'	\$48,366.83
422616451009	7052	52'	\$37,260.37
422616451010	7053	52'	\$37,260.37
422616451011	7054	52'	\$37,260.37
422616451012	7055	52'	\$37,260.37
422616451013	7056	52'	\$37,260.37
422616451014	7057	52'	\$37,260.37
422616451015	7058	52'	\$37,260.37
422616451016	7059	52'	\$37,260.37
422616451017	7060	52'	\$37,260.37
422616451018	7061	52'	\$37,260.37
422616451019	7062	52'	\$37,260.37
422616451020	7063	52'	\$37,260.37
422616451021	7064	52'	\$37,260.37
422616451022	7065	52'	\$37,260.37
422616451023	7020	52'	\$37,260.37
422616451024	7021	52'	\$37,260.37
422616451025	7022	52'	\$37,260.37
422616451026	7023	52'	\$37,260.37
422616451027	7024	52'	\$37,260.37
422616451028	7025	52'	\$37,260.37
422616451029	7026	52'	\$37,260.37

			Bond
			Assessments
			Apportionment
Parcel ID	<b>Lot Number</b>	<b>Product Type</b>	per Unit
422616451030	7027	52'	\$37,260.37
422616451031	7028	52'	\$37,260.37
422616451032	7029	52'	\$37,260.37
422616451033	7030	52'	\$37,260.37
422616451034	7031	52'	\$37,260.37
422616451035	7032	52'	\$37,260.37
422616451036	7033	52'	\$37,260.37
422616451037	7034	52'	\$37,260.37
422616451038	7035	52'	\$37,260.37
422616451039	7036	52'	\$37,260.37
422616451040	7037	52'	\$37,260.37
422616451041	7038	52'	\$37,260.37
422616451042	7039	52'	\$37,260.37
422616451043	7040	52'	\$37,260.37
422616451044	7041	52'	\$37,260.37
422616451045	7042	52'	\$37,260.37
422616451046	7043	52'	\$37,260.37
422616476001	7044	52'	\$37,260.37
422616476002	7045	52'	\$37,260.37
422616476003	7046	52'	\$37,260.37
422616476004	7047	52'	\$37,260.37
422616476005	7048	52'	\$37,260.37
422616476006	7049	52'	\$37,260.37
422616476007	7050	52'	\$37,260.37
422616476008	7051	52'	\$37,260.37
422621100018	F-4	12-Unit	\$18,271.91
422621100018	F-4	12-Unit	\$18,271.91
422621100018	F-4	12-Unit	\$18,271.91
422621100018	F-4	12-Unit	\$18,271.91
422621100018	F-4	12-Unit	\$18,271.91
422621100018	F-4	12-Unit	\$18,271.91
422621100018	F-4	12-Unit	\$18,271.91
422621100018	F-4	12-Unit	\$18,271.91
422621100018	F-4	12-Unit	\$18,271.91
422621100018	F-4	12-Unit	\$18,271.91
422621100021	F-1	12-Unit	\$18,271.91
422621100021	F-1	12-Unit	\$18,271.91
422621100021	F-1	12-Unit	\$18,271.91
422621100021	F-1	12-Unit	\$18,271.91
422621100021	F-1	12-Unit	\$18,271.91
422621100021	F-1	12-Unit	\$18,271.91
422621100031	F-2	12-Unit	\$18,271.91

			Bond
			Assessments
			Apportionment
Parcel ID	Lot Number	<b>Product Type</b>	per Unit
422621100031	F-2	12-Unit	\$18,271.91
422621100031	F-2	12-Unit	\$18,271.91
422621100031	F-2	12-Unit	\$18,271.91
422621126001	6963	70'	\$48,366.83
422621126002	6964	70'	\$48,366.83
422621126003	6965	52'	\$37,260.37
422621126004	6966	52'	\$37,260.37
422621126005	6967	70'	\$48,366.83
422621126006	6968	70'	\$48,366.83
422621126007	6969	70'	\$48,366.83
422621126008	6970	70'	\$48,366.83
422621126009	6971	70'	\$48,366.83
422621126010	6972	70'	\$48,366.83
422621126011	6973	70'	\$48,366.83
422621126012	6974	70'	\$48,366.83
422621126013	6975	70'	\$48,366.83
422621126014	6976	70'	\$48,366.83
422621126015	6977	70'	\$48,366.83
422621126016	6978	70'	\$48,366.83
422621126017	6979	70'	\$48,366.83
422621126018	6980	70'	\$48,366.83
422621126019	6981	70'	\$48,366.83
422621126020	6982	70'	\$48,366.83
422621126021	6983	52'	\$37,260.3
422621126022	6984	52'	\$37,260.3
422621126023	6985	70'	\$48,366.83
422621126024	6986	70'	\$48,366.83
422621126025	6987	70'	\$48,366.83
422621126026	6988	70'	\$48,366.83
422621176001	7097	52'	\$37,260.37
422621176002	7098	52'	\$37,260.3
422621176003	7099	52'	\$37,260.3
422621176004	7100	52'	\$37,260.37
422621176005	7101	52'	\$37,260.3
422621176006	7102	52'	\$37,260.3
422621176007	7103	52'	\$37,260.3
422621176008	7104	52'	\$37,260.37
422621176009	7105	52'	\$37,260.3
422621176010	7106	52'	\$37,260.3
422621176011	7107	52'	\$37,260.37
422621176012	7108	70'	\$48,366.83
422021170012	7100	70	7 <del>4</del> 0,300.00

			Bond
			Assessments
			Apportionment
Parcel ID	Lot Number	<b>Product Type</b>	per Unit
422621176014	7110	70'	\$48,366.83
422621176015	7111	70'	\$48,366.83
422621176016	7112	70'	\$48,366.83
422621176017	7113	70'	\$48,366.83
422621176018	7115	70'	\$48,366.83
422621176019	7115	70'	\$48,366.83
422621176020	7116	70'	\$48,366.83
422621176021	7117	70'	\$48,366.83
422621176022	7118	70'	\$48,366.83
422621176023	7119	70'	\$48,366.83
422621176024	7120	70'	\$48,366.83
422621176025	7121	52'	\$37,260.37
422621176026	7122	52'	\$37,260.37
422621176027	7123	52'	\$37,260.37
422621176028	7124	52'	\$37,260.37
422621176029	7125	52'	\$37,260.37
422621176030	7126	52'	\$37,260.37
422621176031	7127	52'	\$37,260.37
422621176032	7128	70'	\$48,366.83
422621176033	7129	70'	\$48,366.83
422621176034	7130	70'	\$48,366.83
422621176035	7131	70'	\$48,366.83
422621176036	7132	70'	\$48,366.83
422621176037	7133	70'	\$48,366.83
422621176038	7134	70'	\$48,366.83
422621176039	7135	70'	\$48,366.83
422621176040	7136	70'	\$48,366.83
422621200001	6989	70'	\$48,366.83
422621200002	6990	70'	\$48,366.83
422621200253	6991	70'	\$48,366.83
422621200254	6992	70'	\$48,366.83
422621200255	6993	70'	\$48,366.83
422621200256	6994	70'	\$48,366.83
422621200257	6995	70'	\$48,366.83
422621200258	6996	70'	\$48,366.83
422621200259	6997	70'	\$48,366.83
422621200260	6998	70'	\$48,366.83
422621200261	7066	52'	\$37,260.37
422621200262	7067	52'	\$37,260.37
422621200263	7068	52'	\$37,260.37
422624200264	7069	52'	¢27.260.27
422621200264	7003	32	\$37,260.37

			Bond
			Assessments
			Apportionment
Parcel ID	Lot Number	<b>Product Type</b>	per Unit
422621200266	7071	52'	\$37,260.37
422621200267	7072	52'	\$37,260.37
422621200268	7073	52'	\$37,260.37
422621200269	7074	52'	\$37,260.37
422621200270	7075	52'	\$37,260.37
422621200271	7076	52'	\$37,260.37
422621200272	7077	52'	\$37,260.37
422621200273	7078	52'	\$37,260.37
422621200274	7079	52'	\$37,260.37
422621200275	7080	52'	\$37,260.37
422621200276	7081	52'	\$37,260.37
422621200277	7082	52'	\$37,260.37
422621200278	7083	52'	\$37,260.37
422621200279	7084	52'	\$37,260.37
422621200280	7085	52'	\$37,260.37
422621200281	7086	52'	\$37,260.37
422621200282	7087	52'	\$37,260.37
422621200283	7088	52'	\$37,260.37
422621200284	7089	52'	\$37,260.37
422621200285	7090	52'	\$37,260.37
422621200286	7091	52'	\$37,260.37
422621200287	7092	52'	\$37,260.37
422621200288	7093	52'	\$37,260.37
422621200289	7094	52'	\$37,260.37
422621200290	7095	52'	\$37,260.37
422621200291	7096	52'	\$37,260.37

Bond Assessments in the approximate amount of \$23,366,193.81 are proposed to be levied on an equal pro-rata gross acre basis based on the planned development of 1,008 residential units within the Webb's Reserve Parcel on the land described as follows, which constitutes the unplatted portion of the Webb's Reserve Parcel portion of Phase VII Assessment Area:

BEING ALL OF TRACTS F-1, F-2, AND F-4 AS SHOWN ON THE PLAT OF WEBBS RESERVE, A SUBDIVISION RECORDED IN PLAT BOOK 27, PAGES 8A – 8Z53, PUBLIC RECORDS OF CHARLOTTE COUNTY.

		Bond Assessments
Parcel ID	Acres	Apportionment
422622300015	118.63	\$20,317,610.29
422621100031	5.71	\$977,944.49
422621100018	3.83	\$655,959.26
422621100021	8.26	\$1,414,679.77

# BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT

Final Supplemental Special Assessment
Methodology Report
for Phase VII and Supplement to Master Special
Assessment Methodology Report
for Phase VI for the Tucker's Cove, former Trabue, and
DiVosta Parcels

November 13, 2024



Provided by:

Wrathell, Hunt and Associates, LLC

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#### 1.0 Introduction

# 1.1 Purpose

This Supplemental Special Assessment Methodology Report for portions of Phase VI and VII, Series 2024 (the "Supplemental Report") was developed to supplement the Master Special Assessment Methodology Report for Phase VII and Supplement to Master Special Assessment Methodology Report for Phase VI for the Tucker's Cove, former Trabue, and DiVosta Parcels dated May 29, 2024 amended September 26, 2024 (the "Master Report") and to provide a supplemental financing plan and a supplemental apportionment methodology for the Babcock Ranch Community Independent Special District's (the "District") 2024 development portion of Phase VI (separately and specifically, "DiVosta" (Phase 2) and "Tucker's Cove" (Phases 1C and 1D) and cumulatively "Phase VI") and 2024 development portion of Phase VII (separately, "Lee County Parcel 1", "Lee County Parcel 2", "MidTown Parcel 1", "MidTown Parcel 2", "MidTown Parcel 3", "MidTown Parcel 4", and "Webbs Reserve" (Phase 1) and cumulatively "Phase VII") related to funding a portion of the costs of the acquisition and construction of public infrastructure improvements contemplated to be provided by the District within the 2024 development portions of Phase VI and Phase VII.

The District is located in Charlotte and Lee Counties in Florida, and was established by House Bill 1515 (codified in Chapter 2007-306, Laws of Florida) passed by the Florida Legislature and approved by the Governor of the State of Florida on June 27, 2007, while House Bill 1039 (codified as amended in Chapter 2016-257, Laws of Florida), added additional acreage (Chapter 2007-306 and 2016-257 together the "Act"). The entire Phase VI comprises approximately 1,884.96 +/- gross acres and is located in Charlotte County and Lee County and the entire Phase VII comprises approximately 897.65 +/- gross acres and is also located in Charlotte County and Lee County.

#### 1.2 Scope of the Supplemental Report

This Supplemental Report presents the projections for financing a portion of the District's public infrastructure improvements for Phase VI (the "Phase VI Project") and Phase VII (the "Phase VII Project") that are projected to be funded in part with proceeds of indebtedness issued in 2024 (the "Series 2024 Project"). The Phase VII Project, as well as those portions of the Phase VI Project which serve the portions of the Tucker's Cove and DiVosta Parcels which are projected to be implemented and financed in 2024 concurrently with

portions of the Phase VII Project, are described in the Engineer's Report for Phase VII – Project Area: Charlotte County - MidTown - Parcel 1,2,3, and 4; Charlotte County – Webbs Reserve; Lee County – Lee County Parcel 1 and 2 and Supplement to Phase VI Project Area (Lee County – DiVosta Parcel – Phase 2 and Charlotte County – Tuckers Cove Phase 1C & 1D) of Kimley-Horn & Associates, Inc. (the "District Engineer") dated May, 2024 amended September 2024 (the "2024 District Engineer's Report"). This Supplemental Report also describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of a portion of the Series 2024 Project.

# 1.3 Special Benefits and General Benefits

Public infrastructure improvements undertaken and funded by the District as part of the Series 2024 Project create special and peculiar benefits, different in kind and degree than general benefits, for properties within the Phase 2 portion of the DiVosta Parcel and the Phases 1C and 1D portion of the Tucker's Cove Parcel within Phase VI, all properties within Phase VII less and except Webbs Reserve outside of Phase 1, (cumulatively the "Series 2024 Bond Assessment Area", to be defined further herein), as well as general benefits for properties within the District's borders but outside of the Series 2024 Bond Assessment Area, and general benefits to the public at large. However, as discussed within this Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to properties within the Series 2024 Bond Assessment Area. The Series 2024 Project enables properties within the Series 2024 Bond Assessment Area to be developed.

There is no doubt that the general public and owners of property within the District but outside of the Series 2024 Bond Assessment Area will benefit from the provision of the Series 2024 Project. However, these benefits are only incidental since the Series 2024 Project, a component of the overall system of improvements throughout the District, is designed solely to provide special benefits peculiar to property within the Series 2024 Bond Assessment Area. Properties outside of the Series 2024 Bond Assessment Area are not directly served by the Series 2024 Project and do not depend upon the Series 2024 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which the Series 2024 Bond Assessment Area properties receive compared to those lying outside of the Series 2024 Bond Assessment Area's boundaries.

The Series 2024 Project will provide the public infrastructure improvements necessary to make the lands within the Series 2024 Bond Assessment Area developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the Series 2024 Bond Assessment Area to increase by more than the sum of the financed cost of the individual components of the Series 2024 Project. Even though the exact value of the benefits provided by the Series 2024 Project is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

# 1.4 Organization of the Supplemental Report

Section Two describes the development program for the Series 2024 Bond Assessment Area, as proposed by the Developer, as defined below.

Section Three provides a summary of the Phase VII Project and those portion of the Phase VI Project that are proposed to serve the DiVosta and Tucker's Cove Parcels and which are projected to be implemented and financed concurrently with portions of the Phase VII Project, as well as provides a summary of the Series 2024 Project, as determined by the District Engineer.

Section Four discusses the proposed financing program for the Series 2024 Bond Assessment Area.

Section Five introduces the special assessment methodology for the Series 2024 Bond Assessment Area.

# 2.0 Development Program

#### 2.1 Overview

Phase VI and Phase VII together represent a portion of the Babcock Ranch development (the "Development") which is a mixed-use, master planned development located in Charlotte and Lee Counties, Florida. The District, which serves the Development, is generally located in southern Charlotte County and northern Lee County east of State Road 31 and currently consists of approximately 17,787 +/-gross acres.

The DiVosta and Tucker's Cove Parcels, portions of which are projected to be developed in 2024 and the public infrastructure improvements for portions of which are part of the Series 2024

Project, comprise approximately 678.38 and 426.07 +/- gross acres respectively and are located in Charlotte and Lee Counties east of State Road 31. The Divosta Parcel is located in Lee County in the southwest section of the Babcock Ranch development. The Tucker's Cove is located in Charlotte County northeast of existing Phase 3A (Babcock National).

The entire Phase VII has a total combined area of approximately 897.65 +/- gross acres, which includes the whole areas of Lee County Parcel 1, Lee County Parcel 2, MidTown Parcel 1, MidTown Parcel 2, MidTown Parcel 3, MidTown Parcel 4, and Webbs Reserve, portion of which is projected to be developed in 2024 and the public infrastructure improvements for portion of which are part of the Series 2024 Project, being approximately 124.92, 175.77, 58.00, 58.55, 32.89, 30.62 and 416.90 +/- gross acres respectively. Phase VII is located in Charlotte and Lee Counties east of State Road 31, with Lee County Parcels 1 and 2 located in Lee County south of Phase VI (Village 2) and Phase 5 (Crescent Grove) and northeast of Phase VI (DiVosta), MidTown Parcels 1,2,3 and 4 located in Charlotte County east of Phase VI (Village 2), and Webbs Reserve located in Charlotte County northeast of Phase VI (Village 2).

# 2.2 The Development Program

The development of Phase VI and Phase VII is anticipated to be conducted by Babcock Property Holdings, LLC or its associates or assigns ("BPH") (the "Developer"). Within that part of Phase VI which is proposed to continue its development in 2024, the development plan for the DiVosta Parcel envisions a total of 1,000 residential units, 500 of which already commenced development in 2022 and the remaining 500 of which are projected to commence development in 2024, and the development plan for the Tucker's Cove Parcel envisions a total of 2,266 residential units, 252 of which already commenced development in 2022, 383 of which are projected to commence development in 2024, and the remaining 1,631 of which are projected to commence development after 2024.

Within Parcel VII, the development plan for Lee County Parcel 1 envisions a total of 249 residential units, all of which are projected to commence development in 2024, Lee County Parcel 2 envisions a total of 124 residential units, all of which are projected to commence development in 2024, MidTown Parcel 1 envisions a total of 220 residential units, all of which are projected to commence development in 2024, MidTown Parcel 2 envisions a total of 231 residential units, all of which are projected to commence development in 2024, MidTown Parcel 3 envisions a total of 146

residential units, all of which are projected to commence development in 2024, MidTown Parcel 4 envisions a total of 222 residential units, all of which are projected to commence development in 2024, and Webbs Reserve envisions a total of 1,202 residential units, 398 of which are projected to commence development in 2024, and 804 of which are projected to commence development after 2024, although land use types and unit numbers may change throughout the development period.

Table 1 in the *Appendix* illustrates the development plan for the Tucker's Cove and DiVosta Parcels of Phase VI as well as all parts of Phase VII.

#### 3.0 The Capital Improvement Program

#### 3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the 2024 District Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under the Act and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

# 3.2 Capital Improvement Program

The continued Phase VI Project (the public infrastructure improvements necessary for the development of the DiVosta and Tucker's Cove Parcels within Phase VI) and the Phase VII Project are both projected to consist of a network of roadways, drainage systems, stormwater management facilities, sanitary sewer collection systems, potable water distribution systems, irrigation distribution systems, and wire utility conduit. They also include the access to parks, open space areas, and sidewalks and trails. As described in the 2024 District Engineer's Report, the Phase VI Project and Phase VII Project are comprised of master public infrastructure improvements, located both within and offsite the respective parcels, which will serve and benefit all areas within Phases VI and VII (the "Master Improvements").

As described in the 2024 District Engineer's Report, the continued Phase VI Project and the Phase VII Project are both comprised of Master Improvements the costs of which have been allocated by the District Engineer to each of the ten parcels, that is the Tucker's Cove and DiVosta Parcels of Phase VI and all seven parcels of Phase VII, in accordance with each parcel's respective projected use and

proportionate share of the Master Improvements portions of the continued Phase VI Project and the Phase VII Project. The Master Improvements, and by extension of improvements that comprise the Series 2024 Project, will comprise an interrelated system of improvements, which means all of the improvements will serve all lands within the Tucker's Cove and DiVosta Parcels of Phase VI and all of Phase VII, and the improvements will be interrelated such that they will reinforce one another.

As the development of land within the Tucker's Cove and DiVosta Parcels of Phase VI has already commenced in 2022 and is projected to continue either commencing in 2024 (the DiVosta Parcel) or commencing in 2024 and continuing after 2024 (the Tucker's Cove Parcel), and as the development of land within the Phase VII in projected to either commence in 2024 (the Lee County Parcel 1, Lee County Parcel 2, MidTown Parcel 1, MidTown Parcel 2, MidTown Parcel 3, and MidTown Parcel 4) or commence in 2024 continue after 2024 (the Webbs Reserve Parcel), and thus proceed in multiple stages, the installation of the public infrastructure improvements will also proceed in multiple stages, with the most current stage commencing in 2024 and representing the Series 2024 Project. The Series 2024 Project will provide all remaining master public infrastructure improvements for the DiVosta Parcel within Phase VI, a portion of the public infrastructure improvements for the Tucker's Cove Parcel within Phase VI, all public infrastructure improvements for the Lee County Parcel 1, Lee County Parcel 2, MidTown Parcel 1, MidTown Parcel 2, MidTown Parcel 3, and MidTown Parcel 4 all within Phase VII, and a portion of the public infrastructure improvements for the Webbs Reserve within Phase VII.

Table 2 in the *Appendix* illustrates the specific components of the continued Phase VI Project and the Phase VII Project and their costs, as well as the projections for those portions of the continued Phase VI Project and the portion of the Phase VII Project (the "Series 2024 Project") which are projected to be commenced in 2024 to support the development and provide the public infrastructure improvements for the units projected to be developed in 2024 and funded with proceeds of Series 2024 Bonds (to be defined further herein).

# 4.0 Financing Program

#### 4.1 Overview

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

The District intends to issue \$56,985,000 in par amount of Special Assessment Revenue Bonds, Series 2024 (Series 2024 Project) (the "Series 2024 Bonds") to fund \$51,342,333.03 in costs of the Series 2024 Project. Additional improvements will be contributed to the District at no cost to the District under a Completion Agreement that will be entered into by the Developer and the District.

# 4.2 Types of Bonds Proposed

The financing plan for the Series 2024 Project provides for the issuance of the Series 2024 Bonds in the principal amount of \$56,985,000 to finance costs in the amount of \$51,342,333.03. The Series 2024 Bonds will be amortized in 30 annual installments following an approximately 11-month capitalized interest period. Interest payments on the Series 2024 Bonds will be made every May 1 and November 1, and principal payments on the Series 2024 Bonds will be made every May 1.

In order to finance part of the Series 2024 Project improvement costs, the District will need to borrow more funds and incur indebtedness in the total amount of \$56,985,000. The difference is comprised of debt service reserve, capitalized interest, and costs of issuance, including the underwriter's discount. Final sources and uses of funding for the Series 2024 Bonds are presented in Table 3 in the *Appendix*.

# 5.0 Assessment Methodology

#### 5.1 Overview

The issuance of the Series 2024 Bonds provides the District with funds necessary to construct/acquire the Series 2024 Project public infrastructure improvements outlined in *Section 3.2* and described in more detail by the District Engineer in the 2024 District Engineer's Report. These improvements yield special and general benefits, with special benefits accruing to properties within the boundaries of the Series 2024 Bond Assessment Area and general benefits accruing to areas outside of the Series 2024 Bond Assessment Area and outside the District and being only incidental in nature. The debt incurred in financing the public infrastructure included in the Series 2024 Project will be paid off by assessing properties that derive special and peculiar benefits from the Series 2024 Project. All assessable properties that derive special benefits from the Series 2024 Project will be assessed for their fair share of the debt issued in order to finance the Series 2024 Project.

#### 5.2 Benefit Allocation

The current development plan for the Series 2024 Bond Assessment Area envisions the development of a total of 2,473 residential units, although unit numbers and land use types may change throughout the development period.

As described in the 2024 District Engineer's Report, the Series 2024 Project is comprised of Master Improvements which will serve and benefit all of the lands within the Series 2024 Bond Assessment Area. The Master Improvements will serve and benefit all of the lands in the Series 2024 Bond Assessment Area and the Master Improvements will comprise an interrelated system of improvements, which means all of the improvements will serve the entire Series 2024 Bond Assessment Area, and the improvements will be interrelated such that they will reinforce one another and their combined benefits will be greater than the sum of their individual All of the land uses within the Series 2024 Bond benefits. Assessment Area will benefit from each infrastructure improvement category of the Master Improvements, as the Master Improvements provide basic infrastructure to all lands within the Series 2024 Bond Assessment Area as an integrated system of improvements.

As stated previously, the Series 2024 Project has a logical connection to the special and peculiar benefits received by the land within the Series 2024 Bond Assessment Area and the development

of the properties within the Series 2024 Bond Assessment Area. Based upon the connection between the improvements and the special and peculiar benefits to the land within the Series 2024 Bond Assessment Area, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the cost of, or the actual non-ad valorem assessment amount levied on that parcel.

The benefit associated with the Master Improvements portion of the Series 2024 Project are proposed to be allocated to the residential units projected to be developed within the Series 2024 Bond Assessment Area in proportion to the density of development and intensity of use of infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the product types contemplated to be developed within the Series 2024 Bond Assessment Area based on the densities of development and the intensities of use of infrastructure, the total ERU counts for each land use category, for each parcel and the share of the benefit received by each product type within each parcel.

The rationale behind different ERU weights is supported by the fact that generally and on average smaller units will use and benefit from the District's public infrastructure improvements less than larger units, as for instance, generally and on average smaller units produce less storm water runoff and may produce fewer vehicular trips. Additionally, the value of the larger units is likely to appreciate by more in terms of dollars than that of the smaller units as a result of the implementation of the infrastructure improvements. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received from the Series 2024 Project.

In order to facilitate the marketing of the residential units within the Series 2024 Bond Assessment Area, the Developer requested that the District limit the amounts of annual assessments for debt service on the Series 2024 Bonds to certain predetermined levels. Table 5 in the *Appendix* presents the allocation of the Series 2024 Project costs in each portion of the Series 2024 Bond Assessment Area based on the ERU benefit allocation factors present in Table 4 in the *Appendix*. Further, Table 5 illustrates the approximate costs of the

Series 2024 Project for each portion of the Series 2024 Bond Assessment Area that are projected to be financed with the Series 2024 Bonds, and the approximate costs of the Series 2024 Project to be contributed by the Developer. In order to accomplish that goal, the Developer will contribute infrastructure improvements valued at an \$10,722,208.97 as indicated in Table 5. Table 6 in the Appendix presents the apportionment of the assessment associated with the Series 2024 Bonds (the "Series 2024 Bond Assessments") in accordance with the ERU benefit allocation method presented in Table 4 in the Appendix as modified by the effects of Developer's contributions of infrastructure improvements. The Series 2024 Bond Assessments will be apportioned to the 2,473 Series 2024 Assessment Area residential units projected to be developed within a portion of the DiVosta Parcel and a portion of the Tucker's Cove Parcel, both located within the Phase VI, entire Lee County Parcel 1, Lee County Parcel 2, MidTown Parcel 1, MidTown Parcel 2, MidTown Parcel 3, and MidTown Parcel 4, and a portion of the Webbs Reserve Parcel, all located within the Phase VII (the "Series 2024 Bond Assessment Area").

The Series 2024 Bond Assessment Area will initially encompass of approximately 184.30 +/- gross acres within the DiVosta Phase 2 portion of the Series 2024 Bond Assessment Area based on the planned development of 500 residential units within the DiVosta Parcel Phase 2. The land within DiVosta Parcel Phase 2 are incumbered by the Series 2022 bond Assessments, which secure the Special Assessment Revenue Bonds, Series 2022 (Series 2022 Project) (the "Series 2022 Bonds") previously issued by the District. The Series 2022 Bond Assessments were initially levied over the entire DiVosta Parcel, which is planned for 1,000 residential units, of which 234 have been platted as of the date hereof. The Series 2022 Bond Assessments will overlap with the Series 2024 Bond Assessment Area of the DiVosta Parcel Phase 2 until the Series 2022 Bond Assessments are assigned first to the remaining 266 Series 2022 Project residential units that are to be platted to fully allocate the Series 2022 Bonds Assessments to the first 500 residential units. The Series 2024 Bond Assessment Area will also initially encompass 383 residential units in the Tucker's Cove Parcel and all of Phase VII. Once platting is complete, the Series 2024 Bond Assessment Area will only encompass those lands containing the 2,473 Series 2024 Project residential units subject to the Series 2024 Bond Assessments. The Series 2024 Bond Assessments will be assigned to the Series 2024 Bond Assessment Area units on a first-platted, first assigned basis. As the Phase VI assessment lien was levied in 2022 on each individual phase through a separate assessment process, and as the Phase VII assessment lien was levied in 2024 on each individual phase through a separate assessment process, each individual phase of the Phase VI and each individual phase of the Phase VII has a separate assessment lien. As such, upon full assignment of Series 2024 Project units for each phase, the Series 2024 Bond Assessment Area attributed to such phase shall be automatically adjusted to encompass the Series 2024 Project units attributed to such phase only. Table 6 in the Appendix also presents the annual levels of the projected annual debt service assessments per unit.

**Amenities** - No Series 2024 Bond Assessments will be allocated herein to any platted amenities or other platted common areas planned for the Development. If owned by a homeowner's association, the amenities and common areas would be considered a common element for the exclusive benefit of certain property owners, and would not be subject to Series 2024 Bond Assessments. If the amenities are owned by the District, then they would be governmental property not subject to the Series 2024 Bond Assessments and would be open to the general public, subject to District rules and policies.

**Governmental Property -** If at any time, any portion of the property contained in the District is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Series 2024 Bond Assessments thereon), or similarly exempt entity, all future unpaid Series 2024 Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer.

Contributions – The Developer has opted to "buy down" the Series 2024 Bond Assessments on particular product types and/or lands using a contribution of cash, infrastructure or other consideration, and in order for Series 2024 Bond Assessments to reach certain target levels. The amount of such "buy down" for the Series 2024 Bond Assessments is identified in Table 5, and totals \$10,722,208.97. Note that any "true-up," as described herein, may require a payment to satisfy "true-up" obligations as well as additional contributions to maintain such target assessment levels. Any amounts contributed by the Developer to pay down the Series 2024 Bond Assessments will not be eligible for "deferred costs" or any other form of repayment.

# 5.3 Assigning Series 2024 Bond Assessments

The Series 2024 Bond Assessments lien is proposed to be allocated through independent parcel-specific assessment liens on each

parcel based on the development plan associated therewith (rather than gross acreage) as the land within each parcel is anticipated to be sold in bulk prior to platting. Consequently, in the DiVosta Parcel portion of the Series 2024 Bond Assessment Area, the Series 2024 Bond Assessments will be levied initially on approximately 184.30 +/-gross acres within the DiVosta portion of the Series 2024 Bond Assessment Area based on the planned development of 500 residential units (as outlined in Table 1) within the DiVosta Parcel, which shall be applied initially on an equal pro-rata gross acre basis and thus the total Series 2024 Bond Assessments in the amount of \$9,519,388.35 will be preliminarily levied on approximately 184.30 +/- gross acres at the rate of \$51,651.59 per acre.

As the land within the Tucker's Cove Parcel portion of the Series 2024 Bond Assessment Area has already been sold to a third-party owner and is presently platted, the Series 2024 Bond Assessments lien attributable to the Tucker's Cove Parcel is proposed to be allocated to the Tucker's Cove Parcel through independent parcel-specific assessment lien based on the development plan for the Tucker's Cove Parcel. Consequently, in the Tucker's Cove Parcel portion of the Series 2024 Bond Assessment Area, the Series 2024 Bond Assessments will be levied on the 383 platted parcels comprising 106 20' parcels, 230 52' parcels, and 47 62' parcels in accordance with the figures illustrated in the Table 6 in the *Appendix*, and thus a total amount of \$6,511,782.32 in Series 2024 Bond Assessments will be allocated to the 383 platted parcels.

Lee County Parcel 1 portion of the Series 2024 Bond Assessment Area, the Series 2024 Bond Assessments will be levied initially on approximately 124.92 +/- gross acres within the Lee County Parcel 1 portion of the Series 2024 Bond Assessment Area based on the planned development of 249 residential units (as outlined in Table 1) within the Lee County Parcel 1, which shall be applied initially on an equal pro-rata gross acre basis and thus the total Series 2024 Bond Assessments in the amount of \$7,345,980.41 will be preliminarily levied on approximately 124.92 +/- gross acres at the rate of \$58,805.48 per acre.

In the Lee County Parcel 2 portion of the Series 2024 Bond Assessment Area, the Series 2024 Bond Assessments will be levied initially on approximately 175.77 +/- gross acres within the Lee County Parcel 2 portion of the Series 2024 Bond Assessment Area based on the planned development of 124 residential units (as outlined in Table 1) within the Lee County Parcel 2, which shall be applied initially on an equal pro-rata gross acre basis and thus the total Series 2024 Bond Assessments in the amount of \$8,606,817.77

will be preliminarily levied on approximately 175.77 +/- gross acres at the rate of \$48,966.36 per acre.

In the MidTown Parcel 1 portion of the Series 2024 Bond Assessment Area, the Series 2024 Bond Assessments will be levied initially on approximately 58.00 +/- gross acres within the MidTown Parcel 1 portion of the Series 2024 Bond Assessment Area based on the planned development of 220 residential units (as outlined in Table 1) within the MidTown Parcel 1, which shall be applied initially on an equal pro-rata gross acre basis and thus the total Series 2024 Bond Assessments in the amount of \$5,347,873.74 will be preliminarily levied on approximately 58.00 +/- gross acres at the rate of \$92,204.72 per acre.

In the MidTown Parcel 2 portion of the Series 2024 Bond Assessment Area, the Series 2024 Bond Assessments will be levied initially on approximately 58.55 +/- gross acres within the MidTown Parcel 2 portion of the Series 2024 Bond Assessment Area based on the planned development of 231 residential units (as outlined in Table 1) within the MidTown Parcel 2, which shall be applied initially on an equal pro-rata gross acre basis and thus the total Series 2024 Bond Assessments in the amount of \$4,936,498.83 will be preliminarily levied on approximately 58.55 +/- gross acres at the rate of \$84,312.53 per acre.

In the MidTown Parcel 3 portion of the Series 2024 Bond Assessment Area, the Series 2024 Bond Assessments will be levied initially on approximately 32.89 +/- gross acres within the MidTown Parcel 3 portion of the Series 2024 Bond Assessment Area based on the planned development of 146 residential units (as outlined in Table 1) within the MidTown Parcel 3, which shall be applied initially on an equal pro-rata gross acre basis and thus the total Series 2024 Bond Assessments in the amount of \$2,964,036.31 will be preliminarily levied on approximately 32.89 +/- gross acres at the rate of \$90,119.68 per acre.

In the MidTown Parcel 4 portion of the Series 2024 Bond Assessment Area, the Series 2024 Bond Assessments will be levied initially on approximately 30.62 +/- gross acres within the MidTown Parcel 4 portion of the Series 2024 Bond Assessment Area based on the planned development of 222 residential units (as outlined in Table 1) within the MidTown Parcel 4, which shall be applied initially on an equal pro-rata gross acre basis and thus the total Series 2024 Bond Assessments in the amount of \$3,558,125.78 will be preliminarily levied on approximately 30.62 +/- gross acres at the rate of \$116,202.67 per acre.

As the land within the Webbs Reserve Parcel Phase 1 portion of the Series 2024 Bond Assessment Area has already been sold to a thirdparty owner and is presently partially platted, the Series 2024 Bond Assessments lien attributable to the Webbs Reserve Parcel Phase 1 is proposed to be allocated to the Webbs Reserve Parcel Phase 1 through independent parcel-specific assessment lien based on the development plan for the Webbs Reserve Parcel Phase 1. Consequently, in the Webbs Reserve Parcel Phase 1 portion of the Series 2024 Bond Assessment Area, the Series 2024 Bond Assessments will be levied on the 194 platted parcels comprising 117 52' parcels, 57 70' parcels and 20 12-Unit parcels in accordance with the figures illustrated in the Table 6 in the Appendix, and thus a total amount of \$5.177.095.91 in Series 2024 Bond Assessments will be allocated to the 194 platted parcels. As the balance of the land within the Webbs Reserve Parcel Phase 1 remains unplatted, the Series 2024 Bond Assessments will be levied initially on approximately 136.43 +/- gross acres within the unplatted portion of the Webbs Reserve Parcel Phase 1 portion of the Series 2024 Bond Assessment Area based on the planned development of a total of 398 residential units (inclusive of lots already platted therein), which shall be applied initially on an equal pro-rata gross acre basis and thus the total Series 2024 Bond Assessments in the amount of \$3,017,400.57 will be preliminarily levied on approximately 136.43 +/- gross acres at the rate of \$22,116.84 per acre.

As parcels are platted, the Series 2024 Bond Assessments will be allocated to such parcels that are platted or receive site plan approval based on the planned use for that parcel as reflected in Table 6 in the *Appendix*. Further, to the extent that any parcel that has not been platted, is sold to another developer or builder, the Series 2024 Bond Assessments will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amounts of Series 2024 Bond Assessments transferred at sale.

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

As first discussed in *Section 1.3*, Special Benefits and General Benefits, the Series 2024 Project creates special and peculiar benefits to properties within the Series 2024 Assessment Area. The Series 2024 Project benefits assessable properties within the Series 2024 Assessment Area and accrues to all such assessable properties on an ERU basis as illustrated in Table 4 in the *Appendix*.

The Series 2024 Project undertaken by the District for properties within the Series 2024 Assessment Area can be shown to be creating special and peculiar benefits to the property within the Series 2024 Assessment Area. The special and peculiar benefits resulting from each improvement are:

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

The Series 2024 Project makes the land in the Series 2024 Assessment Area developable and saleable and provides special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

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

A reasonable estimate of the proportion of special and peculiar benefits received from the Series 2024 Project is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the Series 2024 Assessment Area according to reasonable estimates of the special and peculiar benefits derived from the Series 2024 Project by different land uses.

Accordingly, no acre or parcel of property within the Series 2024 Assessment Area will be liened for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property.

#### 5.6 True-Up Mechanism

The Assessment Methodology described herein is based on conceptual information obtained from the Developer prior to construction. As development occurs it is possible that the number

of ERUs may change. The mechanism for maintaining the methodology over the changes is referred to as true-up.

This mechanism is to be utilized to ensure that the Series 2024 Bond Assessments on a per unit basis never exceed the assessment as contemplated in the adopted assessment methodology. The Series 2024 Bond Assessments per unit for the different unit types are listed in Table 6 in the *Appendix* and may change based on the final bond sizing. If such changes occur, the methodology outlined in this Supplemental Report is applied to the land based on the number of and type of units of particular land uses within each and every parcel as signified by the number of units and unit types within each portion of Series 2024 Bond Assessment Area.

As the land within any individual parcel of the Series 2024 Bond Assessment Area, for instance MidTown Parcel 1, is platted, the Series 2024 Bond Assessments are assigned to platted parcels within that parcel of the Series 2024 Bond Assessment Area, in this case MidTown Parcel 1, based on the figures in Table 6 in the *Appendix*. If, as a result of platting and apportionment of the Series 2024 Bond Assessments to the platted parcels within MidTown Parcel 1, the Series 2024 Bond Assessments per unit for land in MidTown Parcel 1 that remain unplatted remain equal to the levels in Table 6, then no true-up adjustment will be necessary. As the Series 2024 Bond Assessments were levied separately on each parcel within the Series 2024 Bond Assessment Area, true up calculations are limited to the units platted or approved through site plan approval property within such parcel.

If as a result of platting and apportionment of the Series 2024 Bond Assessments to platted parcels in any portion of Series 2024 Bond Assessment Area, for instance Lee County Parcel 2, the Series 2024 Bond Assessments per unit for land within that portion of the Series 2024 Bond Assessment Area that remains unplatted, in this case Lee County Parcel 2, equals less than the levels in Table 6 (either as a result of a larger number of units, different units or both), then the per unit Series 2024 Bond Assessments for all parcels within Lee County Parcel 2 will be lowered if that state persists at the conclusion of platting of all land within Lee County Parcel 2.

If, in contrast, as a result of platting and apportionment of the Series 2024 Bond Assessments to platted parcels in any portion of the Series 2024 Bond Assessment Area, for instance the DiVosta Parcel, the Series 2024 Bond Assessments per unit for land within that portion of Series 2024 Bond Assessment Area that remains unplatted, in this case the DiVosta Parcel, equals more than the

levels in Table 6 (either as a result of a smaller number of units, different units or both), taking into account any future development plans for the unplatted lands – in the District's sole discretion and to the extent such future development plans are feasible, consistent with existing entitlements and governmental requirements, and reasonably expected to be implemented, then the difference in Series 2024 Bond Assessments plus accrued interest will be collected from the owner of the property which platting caused the increase of assessment per unit to occur, in accordance with the assessment resolution and/or a true-up agreement to be entered into between the District and the Developer, which will be binding on assignees.

The owner(s) of the property within that portion of Series 2024 Assessment Area will be required to immediately remit to the Trustee for redemption a true-up payment equal to the difference between the actual Series 2024 Bond Assessments per unit and the levels in Table 6, multiplied by the actual number of units in that portion of Series 2024 Bond Assessment Area plus accrued interest to the next succeeding interest payment date on the Series 2024 Bonds, unless such interest payment date occurs within 45 days of such true-up payment, in which case the accrued interest shall be paid to the following interest payment date (or such other time as set forth in the supplemental indenture for the Series 2024 Bonds secured by the Series 2024 Bond Assessments).

In addition to platting of property within any portion of Series 2024 Bond Assessment Area, any planned sale of an unplatted parcel to another builder or developer will cause the District to initiate a true-up test as described above to test whether the amount of the Series 2024 Bond Assessments per unit that remains unplatted within any portion of Series 2024 Bond Assessment Area is equal to the levels in Table 6. The test will be based upon the development rights as signified by the number of units associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of the Series 2024 Bond Assessments transferred at sale.

Note that, in the event that the Series 2024 Project is not completed, certain contributions are not made, multiple bond issuances are contemplated and not all are issued, or under certain other circumstances, the District may be required to reallocate the Series 2024 Bond Assessments.

#### 5.7 Final Assessment Roll

The final assessment roll is included in Exhibit A.

#### 6.0 Additional Stipulations

#### 6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the Series 2024 Project. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.

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

#### 7.0 Appendix

Table 1

**Community Independent Special District** 

Supplemental Phase VI and Phase VII Proposed Development Plan

				1
		Units That Are		
		Projected to		
		Commence	Units That Are	
	Units That	Development in	Projected to	
	Commenced	2024 (Series 2024	Commence	
	Development in	Assessment	Development	Total Number of
Product Type	2022	Area Units)	After 2024	Units
nt				
Phase VI				
DiVosta Parcel				
34'	174	96	0	270
50'	197	237	0	434
64'	129	167	0	
	500	500	0	1,000
Tucker's Cove				
20'	0		298	
52'	252		265	747
62'	0		520	
Twin Villa	0		548	
	252	383	1,631	2,266
Phase VII				
Lee County Parcel 1 50'	0	119	0	119
50 60'	0		0	
60	0		0	130 <b>249</b>
Lee County Parcel 2	·	243		243
120'	0	83	0	83
150'	0	41	0	41
	0	124	0	124
MidTown Parcel 1				
40'	0	99	0	99
50'	0		0	
	0	220	0	220
MidTown Parcel 2 40'	0	224	0	221
40	0		0	
MidTown Parcel 3	U	231	U	231
38'	0	146	0	146
	0		0	
MidTown Parcel 4				
30'	0	222	0	222
	0	222	0	222
Webbs Reserve				
52'	0		147	
70'	0		85	142
30-Unit	0		360	
16-Unit	0		128	240
12-Unit	0		12	
Coach	<u>0</u>		72 <b>804</b>	112 1,202
Total	752	2,473	2,435	5,660

Table 2

#### **Community Independent Special District**

Continued Phase VI and Phase VII Project

			Lee County	Lee County	MidTown Parcel	MidTown Parcel	MidTown Parcel	MidTown Parcel		
Improvement	DiVosta Parcel	Tucker's Cove	Parcel 1	Parcel 2	1	2	3	4	Webbs Reserve	Total
Master Improvements										
Clearing, Grubbing, and Earthwork	\$688,000.00	\$34,944,000.00	\$4,189,000.00	\$6,526,000.00	\$2,862,000.00	\$2,305,000.00	\$949,000.00	\$1,588,000.00	\$12,635,000.00	\$66,686,000.00
Entry Features and Wayfinding	\$0.00	\$500,000.00	\$81,000.00	\$81,000.00	\$81,000.00	\$81,000.00	\$81,000.00	\$81,000.00	\$81,000.00	\$1,067,000.00
Mitigation	\$1,726,000.00	\$3,853,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,579,000.00
Offsite Improvements	\$6,002,000.00	\$13,404,000.00	\$241,000.00	\$120,000.00	\$212,000.00	\$223,000.00	\$141,000.00	\$214,000.00	\$1,161,000.00	\$21,718,000.00
Master Storm	\$4,470,000.00	\$11,212,000.00	\$1,133,000.00	\$564,000.00	\$1,001,000.00	\$1,050,000.00	\$664,000.00	\$1,010,000.00	\$5,467,000.00	\$26,571,000.00
Landscaping	\$12,544,000.00	\$28,013,000.00	\$312,000.00	\$155,000.00	\$276,000.00	\$290,000.00	\$184,000.00	\$279,000.00	\$1,508,000.00	\$43,561,000.00
Design and Permitting	\$1,751,000.00	\$3,914,000.00	\$672,000.00	\$334,000.00	\$594,000.00	\$623,000.00	\$394,000.00	\$599,000.00	\$3,244,000.00	\$12,125,000.00
	\$27,181,000.00	\$95,840,000.00	\$6,628,000.00	\$7,780,000.00	\$5,026,000.00	\$4,572,000.00	\$2,413,000.00	\$3,771,000.00	\$24,096,000.00	\$177,307,000.00
Total	\$27,181,000.00	\$95,840,000.00	\$6,628,000.00	\$7,780,000.00	\$5,026,000.00	\$4,572,000.00	\$2,413,000.00	\$3,771,000.00	\$24,096,000.00	\$177,307,000.00
	·	•		-	•	·	•	·		
	Phase VII Pi	oject-Only Costs	\$6,628,000.00	\$7,780,000.00	\$5,026,000.00	\$4,572,000.00	\$2,413,000.00	\$3,771,000.00	\$24,096,000.00	\$54,286,000.00

#### Series 2024 Project

			Lee County	Lee County	MidTown Parcel	MidTown Parcel	MidTown Parcel	MidTown Parcel		
Improvement	DiVosta Parcel	Tucker's Cove	Parcel 1	Parcel 2	1	2	3	4	Webbs Reserve	Total
Master Improvements										
Clearing, Grubbing, and Earthwork	\$413,000.00	\$3,582,000.00	\$4,189,000.00	\$6,526,000.00	\$2,862,000.00	\$2,305,000.00	\$949,000.00	\$1,588,000.00	\$3,883,636.00	\$26,297,636.00
Entry Features and Wayfinding	\$0.00	\$81,000.00	\$81,000.00	\$81,000.00	\$81,000.00	\$81,000.00	\$81,000.00	\$81,000.00	\$26,820.00	\$593,820.00
Mitigation	\$1,036,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,036,000.00
Offsite Improvements	\$3,600,000.00	\$570,000.00	\$241,000.00	\$120,000.00	\$212,000.00	\$223,000.00	\$141,000.00	\$214,000.00	\$584,424.00	\$5,905,424.00
Master Storm	\$2,681,000.00	\$1,631,000.00	\$1,133,000.00	\$564,000.00	\$1,001,000.00	\$1,050,000.00	\$664,000.00	\$1,010,000.00	\$1,692,465.00	\$11,426,465.00
Landscaping	\$7,526,000.00	\$581,000.00	\$312,000.00	\$155,000.00	\$276,000.00	\$290,000.00	\$184,000.00	\$279,000.00	\$599,321.00	\$10,202,321.00
Design and Permitting	\$1,051,000.00	\$1,144,000.00	\$672,000.00	\$334,000.00	\$594,000.00	\$623,000.00	\$394,000.00	\$599,000.00	\$1,191,876.00	\$6,602,876.00
	\$16,307,000.00	\$7,589,000.00	\$6,628,000.00	\$7,780,000.00	\$5,026,000.00	\$4,572,000.00	\$2,413,000.00	\$3,771,000.00	\$7,978,542.00	\$62,064,542.00
otal	\$16,307,000.00	\$7,589,000.00	\$6,628,000.00	\$7,780,000.00	\$5,026,000.00	\$4,572,000.00	\$2,413,000.00	\$3,771,000.00	\$7,978,542.00	\$62,064,542.00

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#### Table 3

# **Babcock Ranch**

#### **Community Independent Special District**

#### Series 2024 Bonds Final Sources and Uses of Funds

Sources	Bonds
Bond Proceeds:	
Par Amount	\$56,985,000.00
Total Sources	\$56,985,000.00
Uses	
Project Fund Deposits:	
Project Fund	\$51,342,333.03
Other Fund Deposits:	
Debt Service Reserve Fund	\$1,866,571.25
Capitalized Interest Fund	\$2,678,253.22
Delivery Date Expenses:	
Costs of Issuance	\$300,052.50
Underwriter's Discount	\$797,790.00
Total Uses	\$56,985,000.00

Financing Assumptions:
Average Coupon Rate: 5.167% Capitalized Interest Period End: 11/1/2025 Debt Service Reserve: 50% of Max Annual Debt Service 1.40% \$300,052.50 Underwriter's Discount: Costs of Issuance:

Table 4

#### **Community Independent Special District**

Benefit Allocation

				Series 2024 Assessment		
Product Type	Total Number of Units	ERU per Unit	Total ERU	Area Units	ERU per Unit	Total ERU
Phase VI						
DiVosta Parcel						
34'	270	0.86	232.20	96	0.86	82.56
50'	434	1.00	434.00	233	7 1.00	237.00
64'	296	1.13	334.48	167	1.13_	188.71
	1,000		1,000.68	500	)	508.27
Tucker's Cove						
20'	404	0.54	218.16	106	0.54	57.24
52'	747	1.02	761.94	230	1.02	234.60
62'	567	1.14	646.38	47	7 1.14	53.58
Twin Villa	548	0.68	372.64		0.68_	0.00
	2,266	_	1,999.12	383	3	345.42
Phase VII	]					
Lee County Parcel 1						
50'	119	1.00	119.00	119	1.00	119.00
60'	130	1.18		130		
	249	_	272.40	249	_	272.40
Lee County Parcel 2						
120'	83	2.23	185.09	83	3 2.23	185.09
150'	41	2.76	113.16	4:	2.76	113.16
	124	_	298.25	124		298.25
MidTown Parcel 1						
40'	99	0.82	81.18	99	0.82	81.18
50'	121	1.00	121.00	12:	1.00	121.00
	220	_	202.18	220	)	202.18
MidTown Parcel 2						
40'	231	0.82	189.42	23:	0.82	189.42
	231	_	189.42	23:	Ī	189.42
MidTown Parcel 3						
38'	146	0.79_	115.34	146	0.79_	115.34
	146	_	115.34	140	<del>-</del>	115.34
MidTown Parcel 4						
30'	222	0.65	144.30	222	0.65_	144.30
	222		144.30	222	2	144.30
Webbs Reserve						
52'	264	1.04	274.56	117	7 1.04	121.68
70'	142	1.35	191.70	5	7 1.35	76.95
30-Unit	420	0.43	180.60	60	0.43	25.80
16-Unit	240	0.51	122.40	113	0.51	57.12
12-Unit	24	0.51	12.24	12	0.51	6.12
Coach	112	0.71_	79.52	40	0.71_	28.40
	1,202		861.02	398	3	316.07
Total	5,660		5,082.71	2,47		2,391.65

Table 5

**Community Independent Special District** 

Series 2024 Project Cost Allocation

Product Type  Phase VI  DiVosta Parcel 34' 50' 64'  Tucker's Cove 20' 52' 62' Twin Villa	96 237 167 500 106 230 47 0	\$2,142,474.27 \$6,150,271.34 \$4,897,121.12 \$13,189,866.73 \$1,485,407.31 \$6,087,990.11 \$1,390,428.43	\$1,084,977.85 \$3,939,028.03 \$3,552,770.59 \$8,576,776.47	\$1,057,496.42 \$2,211,243.32 \$1,344,350.52 \$4,613,090.26
DiVosta Parcel 34' 50' 64'  Tucker's Cove 20' 52' 62'	237 167 <b>500</b> 106 230 47 0	\$6,150,271.34 \$4,897,121.12 \$13,189,866.73 \$1,485,407.31 \$6,087,990.11	\$3,939,028.03 \$3,552,770.59 <b>\$8,576,776.47</b> \$1,166,245.34	\$2,211,243.32 \$1,344,350.52 <b>\$4,613,090.26</b>
34' 50' 64'  Tucker's Cove 20' 52' 62'	237 167 <b>500</b> 106 230 47 0	\$6,150,271.34 \$4,897,121.12 \$13,189,866.73 \$1,485,407.31 \$6,087,990.11	\$3,939,028.03 \$3,552,770.59 <b>\$8,576,776.47</b> \$1,166,245.34	\$2,211,243.32 \$1,344,350.52 <b>\$4,613,090.26</b>
34' 50' 64'  Tucker's Cove 20' 52' 62'	237 167 <b>500</b> 106 230 47 0	\$6,150,271.34 \$4,897,121.12 \$13,189,866.73 \$1,485,407.31 \$6,087,990.11	\$3,939,028.03 \$3,552,770.59 <b>\$8,576,776.47</b> \$1,166,245.34	\$2,211,243.32 \$1,344,350.52 <b>\$4,613,090.26</b>
50' 64'  Tucker's Cove 20' 52' 62'	237 167 <b>500</b> 106 230 47 0	\$6,150,271.34 \$4,897,121.12 \$13,189,866.73 \$1,485,407.31 \$6,087,990.11	\$3,939,028.03 \$3,552,770.59 <b>\$8,576,776.47</b> \$1,166,245.34	\$2,211,243.32 \$1,344,350.52 <b>\$4,613,090.26</b>
64'  Tucker's Cove 20' 52' 62'	167 500 106 230 47 0	\$4,897,121.12 \$13,189,866.73 \$1,485,407.31 \$6,087,990.11	\$3,552,770.59 \$8,576,776.47 \$1,166,245.34	\$1,344,350.52 \$4,613,090.26
Tucker's Cove 20' 52' 62'	106 230 47 0	\$13,189,866.73 \$1,485,407.31 \$6,087,990.11	<b>\$8,576,776.47</b> \$1,166,245.34	\$4,613,090.26
20' 52' 62'	106 230 47 0	\$1,485,407.31 \$6,087,990.11	\$1,166,245.34	
52' 62'	230 47 0	\$6,087,990.11		¢210 161 06
62'	47 0	\$6,087,990.11		3213,101.90
	0	\$1,390,428.43	\$3,795,798.52	\$2,292,191.59
Twin Villa			\$904,940.37	\$485,488.06
	202	\$0.00	\$0.00	\$0.00
	383	\$8,963,825.85	\$5,866,984.23	\$3,096,841.62
Phase VII				
Lee County Parcel 1				
50'	119	\$3,076,490.83	\$2,864,040.01	\$212,450.83
60'	130	\$3,965,829.36	\$3,754,539.84	\$211,289.52
	249	\$7,042,320.19	\$6,618,579.85	\$423,740.34
Lee County Parcel 2				
120'	83	\$4,803,180.26	\$4,794,258.57	\$8,921.70
150'	41	\$2,963,159.21	\$2,960,310.26	\$2,848.95
MidTown Parcel 1	124	\$7,766,339.48	\$7,754,568.82	\$11,770.65
40'	99	\$2,106,662.56	\$1,906,151.00	\$200,511.57
50'	121	\$3,140,011.95	\$2,912,175.13	\$227,836.82
-	220	\$5,246,674.51	\$4,818,326.13	\$428,348.39
MidTown Parcel 2		, , .	. ,,	,
40'	231	\$4,915,545.98	\$4,447,685.66	\$467,860.32
•	231	\$4,915,545.98	\$4,447,685.66	\$467,860.32
MidTown Parcel 3				
38'	146	\$2,993,132.05	\$2,670,536.80	\$322,595.25
APITE - Pour l	146	\$2,993,132.05	\$2,670,536.80	\$322,595.25
MidTown Parcel 4 30'	222	Ć2 744 CEO 00	ć2 20F 700 40	ĆE 20.0E0.40
<u> </u>	222	\$3,744,658.88 <b>\$3,744,658.88</b>	\$3,205,799.40 \$3,205,799.40	\$538,859.48 \$538,859.48
Webbs Reserve	222	33,7 <del>44</del> ,030.00	<b>73,203,733.40</b>	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
52'	117	\$3,065,305.52	\$2,849,695.74	\$215,609.78
70'	57	\$1,938,488.33	\$1,548,231.95	\$390,256.38
30-Unit	60	\$809,655.97	\$799,593.21	\$10,062.76
16-Unit	112	\$1,511,357.82	\$1,492,573.99	\$18,783.83
12-Unit	12	\$161,931.19	\$159,918.64	\$2,012.55
Coach	40	\$715,439.49	\$533,062.14	\$182,377.35
	398	\$8,202,178.32	\$7,383,075.67	\$819,102.65
Grand Total	2,473	\$62,064,542.00	\$51,342,333.03	\$10,722,208.97

Table 6

**Community Independent Special District** 

Series 2024 Bond Assessments Apportionment

		Total Series 2024			
	Series 2024	Bond	Assessments	Annual Debt	Annual Debt
Bud at Tue	Assessment	Assessments	Apportionment	Service per	Service per
Product Type	Area Units	Apportionment	per Unit	Unit*	Unit**
Phase VI					
DiVosta Parcel					
34'	96	\$1,204,219.97	\$12,543.96	\$821.77	\$856.01
50'	237	\$4,371,938.30	\$18,447.00	\$1,208.48	\$1,258.83
64'	167	\$3,943,230.09	\$23,612.16	\$1,546.86	\$1,611.31
	500	\$9,519,388.35			
Tucker's Cove					
20'	106	\$1,294,418.99	\$12,211.50	\$799.99	\$851.05
52'	230	\$4,212,967.47	\$18,317.25	\$1,199.98	\$1,276.58
62'	47	\$1,004,395.87	\$21,370.12	\$1,399.98	\$1,489.34
Twin Villa	0	\$0.00	\$0.00	\$0.00	\$0.00
	383	\$6,511,782.32			
Phase VII					
Lee County Parcel 1					
50'	119	\$3,178,806.07	\$26,712.66	\$1,749.97	\$1,822.89
60'	130	\$4,167,174.34	\$32,055.19	\$2,099.97	\$2,187.46
	249	\$7,345,980.41			
Lee County Parcel 2					
120'	83	\$5,321,161.08	\$64,110.37	\$4,199.93	\$4,374.93
150'	41	\$3,285,656.69	\$80,137.97	\$5,249.92	\$5,468.66
	124	\$8,606,817.77			
MidTown Parcel 1					
40'	99	\$2,115,642.36	\$21,370.12	\$1,399.98	\$1,489.34
50'	121	\$3,232,231.38	\$26,712.66	\$1,749.97	\$1,861.67
	220	\$5,347,873.74			
MidTown Parcel 2					
40'	231	\$4,936,498.83	\$21,370.12	\$1,399.98	\$1,489.34
	231	\$4,936,498.83			
MidTown Parcel 3					
38'	146	\$2,964,036.31	\$20,301.62	\$1,329.98	\$1,414.87
	146	\$2,964,036.31			
MidTown Parcel 4					
30'	222	\$3,558,125.78	\$16,027.59	\$1,049.98	\$1,117.00
	222	\$3,558,125.78			
Webbs Reserve					
52'	117	\$3,162,885.32	\$27,033.21	\$1,770.97	\$1,884.01
70'	57	\$1,718,387.00	\$30,147.14	\$1,974.97	\$2,101.03
30-Unit	60	\$887,470.76	\$14,791.18	\$968.98	\$1,030.83
16-Unit	112	\$1,656,612.08	\$14,791.18	\$968.98	\$1,030.83
12-Unit	12	\$177,494.15	\$14,791.18	\$968.98	\$1,030.83
Coach	40	\$591,647.17	\$14,791.18	\$968.98	\$1,030.83
	398	\$8,194,496.48			
Crowd Total	2 472	¢EC 00E 000 00	Ī		
Grand Total	2,473	\$56,985,000.00			

<sup>\*</sup> Excludes costs of collection and early payment discount allowance
\*\* Includes costs of collection and early payment discount allowance

# **Exhibit A**

Series 2024 Bond Assessments in the amount of \$9,519,388.35 are proposed to be levied on an equal pro-rata gross acre basis based on the planned development of 500 residential units (as outlined in Table 1) within the DiVosta Parcel on the land described as follows, which constitutes the DiVosta Parcel portion of Series 2024 Bond Assessment Area:

		Series 2024 Bond		
	Assessments			
Strap #	Acres	Apportionment		
07-43-26-L2-02E32.B000	184.30	\$9.519.388.35		

Series 2024 Bond Assessments in the amount of \$6,511,782.32 are proposed to be levied as illustrated below based on the platting of 106 20' parcels, 230 52' parcels, and 47 62' parcels within the Tucker's Cove Parcel on the land described as follows, which constitutes the platted parcels of the Tucker's Cove Parcel portion of Series 2024 Bond Assessment Area:

BEING ALL OF LOTS 6372 - 6534, 6657 - 6770, AND 6841- 6946 AS SHOWN ON THE PLAT OF TUCKERS COVE, A SUBDIVISION RECORDED IN PLAT BOOK 27, PAGES 7A – 7Z48, PUBLIC RECORDS OF CHARLOTTE COUNTY.

Parcel ID	Lot Number	Product Type	Series 2024 Bond Assessments
422620276005	6372	62'	\$21,370.12
422620276006	6373	62'	\$21,370.12
422620276007	6374	62'	\$21,370.12
422620276007	6375	62'	\$21,370.12
422620276008	6376	62'	\$21,370.12
422620276010	6377	62'	\$21,370.12
422620276010	6378	62'	\$21,370.12
422620276011	6379	62'	\$21,370.12
422620276012	6380	62'	\$21,370.12
422620276013	6381	62'	\$21,370.12
422620276014	6382	62'	\$21,370.12
422620276013	6383	62'	\$21,370.12
422620276017	6384	62'	\$21,370.12
422620276017	6385	62'	\$21,370.12
422620226001	6386	62'	\$21,370.12
422620226002	6387	62'	\$21,370.12
422620226003	6388	62'	\$21,370.12
422620226004	6389	62'	\$21,370.12
422620226006	6390	62'	\$21,370.12
422620226007	6391	62'	\$21,370.12
422620226008	6392	62'	\$21,370.12
422620226009	6393	62'	\$21,370.12
422620226010	6394	62'	\$21,370.12
422620226011	6395	52'	\$18,317.25
422620226012	6396	52'	\$18,317.25
422620226013	6397	52'	\$18,317.25
422620226014	6398	52'	\$18,317.25
422620226015	6399	52'	\$18,317.25
422620226016	6400	52'	\$18,317.25
422620226017	6401	52'	\$18,317.25
422620226018	6402	52'	\$18,317.25
422620226019	6403	52'	\$18,317.25
422620226021	6404	52'	\$18,317.25
422620226022	6405	52'	\$18,317.25
422620226023	6406	52'	\$18,317.25
422620226024	6407	52'	\$18,317.25
422620226025	6408	52'	\$18,317.25
422620226026	6409	52'	\$18,317.25
422620226027	6410	52'	\$18,317.25
422620226028	6411	52'	\$18,317.25

Parcel ID	Lot Number	Product Type	Series 2024 Bond Assessments
	6412	52'	
422620226029 422620226030	6413	52'	\$18,317.25
	6414	52'	\$18,317.25
422620226031			\$18,317.25
422616351182	6415	52'	\$18,317.25
422616351183	6416	52'	\$18,317.25
422616351184	6417	52'	\$18,317.25
422616351185	6418	52'	\$18,317.25
422616351186	6419	52'	\$18,317.25
422616351187	6420	52'	\$18,317.25
422616351188	6421	52'	\$18,317.25
422616351189	6422	52'	\$18,317.25
422616351190	6423	52'	\$18,317.25
422616351191	6424	52'	\$18,317.25
422616351192	6425	52'	\$18,317.25
422616351193	6426	52'	\$18,317.25
422616351194	6427	52'	\$18,317.25
422616351195	6428	52'	\$18,317.25
422616351196	6429	52'	\$18,317.25
422616351197	6430	52'	\$18,317.25
422616351198	6431	52'	\$18,317.25
422616351199	6432	52'	\$18,317.25
422616351200	6433	52'	\$18,317.25
422616351201	6434	52'	\$18,317.25
422616351202	6435	52'	\$18,317.25
422616300015	6436	52'	\$18,317.25
422616300016	6437	52'	\$18,317.25
422616300017	6438	52'	\$18,317.25
422616300018	6439	52'	\$18,317.25
422616300019	6440	52'	\$18,317.25
422616300020	6441	52'	\$18,317.25
422616300021	6442	52'	\$18,317.25
422616300022	6443	52'	\$18,317.25
422616300023	6444	52'	\$18,317.25
422616300024	6445	52'	\$18,317.25
422616300025	6446	62'	\$21,370.12
422616300026	6447	62'	\$21,370.12
422616300027	6448	62'	\$21,370.12
422617476002	6449	52'	\$18,317.25
422617476003	6450	52'	\$18,317.25
422617476004	6451	52'	\$18,317.25

			Series 2024
			Bond
Parcel ID	Lot Number	Product Type	Assessments
422617476005	6452	52'	\$18,317.25
422617476006	6453	52'	\$18,317.25
422617476007	6454	52'	\$18,317.25
422617476008	6455	52'	\$18,317.25
422617476009	6456	52'	\$18,317.25
422617476010	6457	52'	\$18,317.25
422617476011	6458	52'	\$18,317.25
422617476012	6459	52'	\$18,317.25
422617476013	6460	52'	\$18,317.25
422617476014	6461	52'	\$18,317.25
422616300033	6462	62'	\$21,370.12
422616300034	6463	62'	\$21,370.12
422616300035	6464	62'	\$21,370.12
422616300009	6465	52'	\$18,317.25
422616300010	6466	52'	\$18,317.25
422616300011	6467	52'	\$18,317.25
422616300012	6468	52'	\$18,317.25
422616300013	6469	52'	\$18,317.25
422616300014	6470	52'	\$18,317.25
422616351002	6471	52'	\$18,317.25
422616351003	6472	52'	\$18,317.25
422616351004	6473	52'	\$18,317.25
422616351005	6474	52'	\$18,317.25
422616351006	6475	52'	\$18,317.25
422616351007	6476	52'	\$18,317.25
422616351008	6477	52'	\$18,317.25
422616351009	6478	52'	\$18,317.25
422616351010	6479	52'	\$18,317.25
422616351011	6480	52'	\$18,317.25
422616351012	6481	52'	\$18,317.25
422616351013	6482	52'	\$18,317.25
422616351014	6483	52'	\$18,317.25
422616351015	6484	52'	\$18,317.25
422616351016	6485	52'	\$18,317.25
422616351017	6486	52'	\$18,317.25
422616351017	6487	52'	\$18,317.25
422616351019	6488	52'	\$18,317.25
422616351019	6489	52'	\$18,317.25
422616351020	6490	52'	\$18,317.25
			• •
422616351042	6491	52'	\$18,317.25

Parcel ID	Lot Number	Product Type	Series 2024 Bond Assessments
422616351043	6492	52'	\$18,317.25
422616351043	6493	52'	\$18,317.25
422616351045	6494	52'	\$18,317.25
422616351045	6495	52'	\$18,317.25
422616351040	6496	52'	\$18,317.25
422616351047	6497	52'	\$18,317.25
422616400207	6498	52'	\$18,317.25
422621101072	6499	52'	\$18,317.25
422621101072	6500	52'	\$18,317.25
422620226032	6501	52'	\$18,317.25
422620226032	6502	52'	\$18,317.25
422620226033	6503	52'	\$18,317.25
422620226035	6504	52'	\$18,317.25
422620226036	6505	52'	\$18,317.25
422620226037	6506	52'	\$18,317.25
422620226038	6507	52'	\$18,317.25
422620226039	6508	52'	\$18,317.25
422620226040	6509	52'	\$18,317.25
422620226041	6510	52'	\$18,317.25
422620226042	6511	52'	\$18,317.25
422620226043	6512	52'	\$18,317.25
422620226044	6513	52'	\$18,317.25
422620226045	6514	52'	\$18,317.25
422620226046	6515	52'	\$18,317.25
422620226047	6516	52'	\$18,317.25
422620226048	6517	62'	\$21,370.12
422620226049	6518	62'	\$21,370.12
422620226050	6519	62'	\$21,370.12
422620226051	6520	62'	\$21,370.12
422620226052	6521	62'	\$21,370.12
422620226053	6522	62'	\$21,370.12
422620226054	6523	62'	\$21,370.12
422620226055	6524	62'	\$21,370.12
422620276018	6525	62'	\$21,370.12
422620276019	6526	62'	\$21,370.12
422620276020	6527	62'	\$21,370.12
422620276021	6528	62'	\$21,370.12
422620276022	6529	62'	\$21,370.12
422620276023	6530	62'	\$21,370.12
422620276024	6531	62'	\$21,370.12

Parcel ID	Lot Number	Product Type	Series 2024 Bond Assessments
422620276025	6532	62'	\$21,370.12
422620276026	6533	62'	\$21,370.12
422620276027	6534	62'	\$21,370.12
422616351049	6657	52'	\$18,317.25
422616351050	6658	52'	\$18,317.25
422616351050	6659	52'	\$18,317.25
422616351051	6660	52'	\$18,317.25
422616351052	6661	52'	\$18,317.25
422616351054	6662	52'	\$18,317.25
422616351055	6663	52'	\$18,317.25
422616351056	6664	52'	\$18,317.25
422616351057	6665	52'	\$18,317.25
422616351058	6666	52'	\$18,317.25
422616351059	6667	52'	\$18,317.25
422616351060	6668	52'	\$18,317.25
422616351061	6669	52'	\$18,317.25
422616351062	6670	52'	\$18,317.25
422616351063	6671	52'	\$18,317.25
422616351064	6672	52'	\$18,317.25
422616351065	6673	52'	\$18,317.25
422616351066	6674	52'	\$18,317.25
422616351067	6675	52'	\$18,317.25
422616351068	6676	52'	\$18,317.25
422616351069	6677	52'	\$18,317.25
422616351070	6678	52'	\$18,317.25
422616351071	6679	52'	\$18,317.25
422616351072	6680	52'	\$18,317.25
422616326073	6681	52'	\$18,317.25
422616326074	6682	52'	\$18,317.25
422616300007	6683	52'	\$18,317.25
422616300008	6684	52'	\$18,317.25
422616351022	6685	52'	\$18,317.25
422616351023	6686	52'	\$18,317.25
422616351024	6687	52'	\$18,317.25
422616351025	6688	52'	\$18,317.25
422616351026	6689	52'	\$18,317.25
422616351027	6690	52'	\$18,317.25
422616351028	6691	52'	\$18,317.25
422616351029	6692	52'	\$18,317.25
422616351030	6693	52'	\$18,317.25

Parcel ID	Lot Number	Product Type	Series 2024 Bond Assessments
422616351031	6694	52'	
422616351031	6695	52'	\$18,317.25
		52'	\$18,317.25
422616351033	6696		\$18,317.25
422616351034	6697	52'	\$18,317.25
422616351035	6698	52'	\$18,317.25
422616351036	6699	52'	\$18,317.25
422616351037	6700	52'	\$18,317.25
422616351038	6701	52'	\$18,317.25
422616351039	6702	52'	\$18,317.25
422616351040	6703	52'	\$18,317.25
422616351041	6704	52'	\$18,317.25
422616300002	6705	52'	\$18,317.25
422616300003	6706	52'	\$18,317.25
422616300004	6707	52'	\$18,317.25
422616300005	6708	52'	\$18,317.25
422616300006	6709	52'	\$18,317.25
422616326018	6710	52'	\$18,317.25
422616326019	6711	52'	\$18,317.25
422616326020	6712	52'	\$18,317.25
422616326021	6713	52'	\$18,317.25
422616326022	6714	52'	\$18,317.25
422616300028	6715	52'	\$18,317.25
422616300029	6716	52'	\$18,317.25
422616300030	6717	52'	\$18,317.25
422616300031	6718	52'	\$18,317.25
422616300032	6719	52'	\$18,317.25
422616326003	6720	52'	\$18,317.25
422616326004	6721	52'	\$18,317.25
422616326005	6722	52'	\$18,317.25
422616326006	6723	52'	\$18,317.25
422616326007	6724	52'	\$18,317.25
422616326008	6725	52'	\$18,317.25
422616326009	6726	52'	\$18,317.25
422616326010	6727	52'	\$18,317.25
422616326011	6728	52'	\$18,317.25
422616326012	6729	52'	\$18,317.25
422616326013	6730	52'	\$18,317.25
422616326014	6731	52'	\$18,317.25
422616326015	6732	52'	\$18,317.25
422616326016	6733	52'	\$18,317.25

Parcel ID	Lot Number	Product Type	Series 2024 Bond Assessments
422616326017	6734	52'	\$18,317.2
422616326075	6735	52'	\$18,317.2
422616326076	6736	52'	\$18,317.2
422616326077	6737	52'	\$18,317.2
422616326078	6738	52'	\$18,317.2
422616351073	6739	52'	\$18,317.2
422616351074	6740	52'	\$18,317.2
422616351075	6741	52'	\$18,317.2
422616351076	6742	52'	\$18,317.2
422616351077	6743	52'	\$18,317.2
422616351078	6744	52'	\$18,317.2
422616351079	6745	52'	\$18,317.2
422616351080	6746	52'	\$18,317.2
422616351081	6747	52'	\$18,317.2
422616351082	6748	52'	\$18,317.2
422616351083	6749	52'	\$18,317.2
422616351084	6750	52'	\$18,317.2
422616351085	6751	52'	\$18,317.2
422616351086	6752	52'	\$18,317.2
422616351087	6753	52'	\$18,317.2
422616351088	6754	52'	\$18,317.2
422616351089	6755	52'	\$18,317.2
422616351090	6756	52'	\$18,317.2
422616351091	6757	52'	\$18,317.2
422616351092	6758	52'	\$18,317.2
422616351093	6759	52'	\$18,317.2
422616351094	6760	52'	\$18,317.2
422616351095	6761	52'	\$18,317.2
422616351096	6762	52'	\$18,317.2
422616351097	6763	52'	\$18,317.2
422616351098	6764	52'	\$18,317.2
422621101061	6765	52'	\$18,317.2
422621101062	6766	52'	\$18,317.2
422621101063	6767	52'	\$18,317.2
422621101064	6768	52'	\$18,317.2
422621101065	6769	52'	\$18,317.2
422621101066	6770	52'	\$18,317.2
422616377038	6841	20'	\$12,211.5
422616377039	6842	20'	\$12,211.5
422616377040	6843	20'	\$12,211.5

Parcel ID	Lot Number	Product Type	Series 2024 Bond Assessments
422616377041	6844	20'	\$12,211.5
422616377042	6845	20'	\$12,211.5
422616377043	6846	20'	\$12,211.5
422616377044	6847	20'	\$12,211.5
422616377045	6848	20'	\$12,211.5
422616377046	6849	20'	\$12,211.5
422616377047	6850	20'	\$12,211.5
422616377048	6851	20'	\$12,211.5
422616377049	6852	20'	\$12,211.5
422616377050	6853	20'	\$12,211.5
422616377051	6854	20'	\$12,211.5
422616377052	6855	20'	\$12,211.5
422616377053	6856	20'	\$12,211.5
422616377054	6857	20'	\$12,211.5
422616351099	6858	20'	\$12,211.5
422616351100	6859	20'	\$12,211.5
422616351101	6860	20'	\$12,211.5
422616351102	6861	20'	\$12,211.5
422616351103	6862	20'	\$12,211.5
422616351104	6863	20'	\$12,211.5
422616351105	6864	20'	\$12,211.5
422616351106	6865	20'	\$12,211.5
422616351107	6866	20'	\$12,211.5
422616351108	6867	20'	\$12,211.5
422616351109	6868	20'	\$12,211.5
422616351110	6869	20'	\$12,211.5
422616351111	6870	20'	\$12,211.5
422616351112	6871	20'	\$12,211.5
422616351113	6872	20'	\$12,211.5
422616351114	6873	20'	\$12,211.5
422616351115	6874	20'	\$12,211.5
422616351116	6875	20'	\$12,211.5
422616351117	6876	20'	\$12,211.5
422616351118	6877	20'	\$12,211.5
422616351119	6878	20'	\$12,211.5
422616351120	6879	20'	\$12,211.5
422616351121	6880	20'	\$12,211.5
422616351122	6881	20'	\$12,211.5
422616351123	6882	20'	\$12,211.5
422616351124	6883	20'	\$12,211.5

Parcel ID	Lot Number	Product Type	Series 2024 Bond Assessments
422616351125	6884	20'	\$12,211.50
422616351126	6885	20'	\$12,211.50
422616351127	6886	20'	\$12,211.50
422616351128	6887	20'	\$12,211.50
422616351129	6888	20'	\$12,211.50
422616351130	6889	20'	\$12,211.50
422616351131	6890	20'	\$12,211.50
422616351132	6891	20'	\$12,211.50
422616351133	6892	20'	\$12,211.50
422616351134	6893	20'	\$12,211.50
422616351135	6894	20'	\$12,211.50
422616351136	6895	20'	\$12,211.50
422616351137	6896	20'	\$12,211.50
422616351138	6897	20'	\$12,211.50
422616351139	6898	20'	\$12,211.50
422616351140	6899	20'	\$12,211.50
422616351141	6900	20'	\$12,211.50
422616351142	6901	20'	\$12,211.50
422621101050	6902	20'	\$12,211.50
422621101051	6903	20'	\$12,211.50
422621101052	6904	20'	\$12,211.50
422621101053	6905	20'	\$12,211.50
422621101054	6906	20'	\$12,211.50
422621101055	6907	20'	\$12,211.50
422621101056	6908	20'	\$12,211.50
422621101057	6909	20'	\$12,211.50
422621101058	6910	20'	\$12,211.50
422621101059	6911	20'	\$12,211.50
422621101060	6912	20'	\$12,211.50
422616326023	6913	20'	\$12,211.50
422616326024	6914	20'	\$12,211.50
422616326025	6915	20'	\$12,211.50
422616326026	6916	20'	\$12,211.50
422616326027	6917	20'	\$12,211.50
422616326028	6918	20'	\$12,211.50
422616326029	6919	20'	\$12,211.50
422616326030	6920	20'	\$12,211.50
422616326031	6921	20'	\$12,211.50
422616326032	6922	20'	\$12,211.50
422616326033	6923	20'	\$12,211.50

			Series 2024
			Bond
Parcel ID	Lot Number	Product Type	Assessments
422616326034	6924	20'	\$12,211.50
422616326035	6925	20'	\$12,211.50
422616326036	6926	20'	\$12,211.50
422616326037	6927	20'	\$12,211.50
422616326038	6928	20'	\$12,211.50
422616326039	6929	20'	\$12,211.50
422616326040	6930	20'	\$12,211.50
422616326041	6931	20'	\$12,211.50
422616326042	6932	20'	\$12,211.50
422616326043	6933	20'	\$12,211.50
422616326044	6934	20'	\$12,211.50
422616326045	6935	20'	\$12,211.50
422616326046	6936	20'	\$12,211.50
422616326047	6937	20'	\$12,211.50
422616326050	6938	20'	\$12,211.50
422616326049	6939	20'	\$12,211.50
422616326065	6940	20'	\$12,211.50
422616326066	6941	20'	\$12,211.50
422616326067	6942	20'	\$12,211.50
422616326068	6943	20'	\$12,211.50
422616326069	6944	20'	\$12,211.50
422616326070	6945	20'	\$12,211.50
422616326071	6946	20'	\$12,211.50

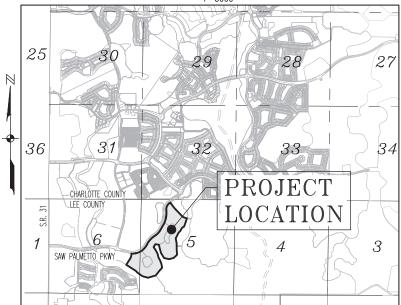
Series 2024 Bond Assessments in the amount of \$7,345,980.41 are proposed to be levied on an equal pro-rata gross acre basis based on the planned development of 249 residential units (as outlined in Table 1) within the Lee County Parcel 1 on the land described as follows, which constitutes the Lee County Parcel 1 portion of Series 2024 Bond Assessment Area:

### SKETCH AND DESCRIPTION

### BABCOCK RANCH COMMUNITY LEE COUNTY PARCEL 1 **DEVELOPMENT ORDER LIMITS**

LYING IN SECTIONS 5 AND 6, TOWNSHIP 43 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA





1250 2500 5000 (INTENDED DISPLAY SCALE: 1"=5000')

JOHNSON ENGINEERING, INC.

2122 JOHNSON STREET FORT MYERS, FLORIDA 33902-1550 PHONE: (239) 334-0046 E.B. #642 & L.B. #642

### THIS IS NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

F.A.

5J-17.062,

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- THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
- COORDINATES AND HORIZONTAL DATA SHOWN HEREON ARE IN GRID FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN
- DATUM OF 1983 (NAD83), 99 ADJUSTMENT.
  BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF
  TRACT E-25, BABCOCK RANCH COMMUNITY LEE COUNTY PHASE 1, WHEREIN SAID NORTH LINE BEARS N.89'41'45"W. DESCRIBED PARCEL CONTAINS 124.92 ACRES, MORE OR LESS. P.O.C. = POINT OF COMMENCEMENT

- STRAP = LEE COUNTY PARCEL NUMBER

- 12. RWE = RIGHT-OF-WAY EASEMENT
- 16. CB = CHORD BEARING
- 20. NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3.

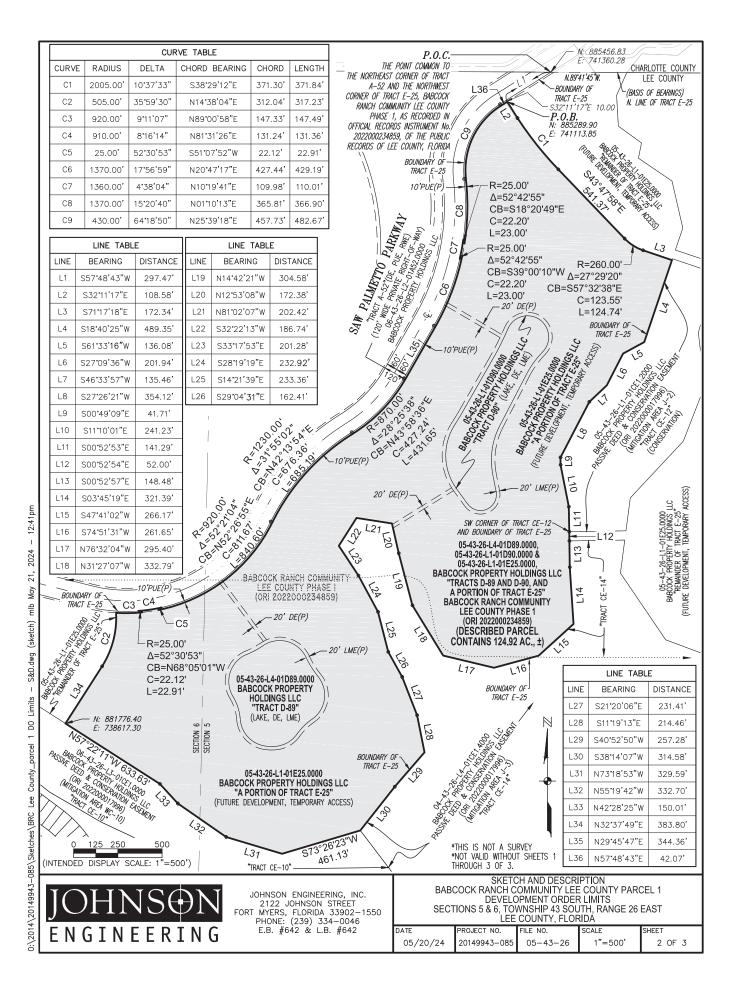
THIS SKETCH HAS BEEN DIGITALLY SIGNED BY: KEVIN M. RISCASSI (FOR THE FIRM L.B. 642) PROFESSIONAL SURVEYOR AND MAPPER FLORIDA CERTIFICATE NO. 6433 ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED, AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SKETCH AND DESCRIPTION BABCOCK RANCH COMMUNITY LEE COUNTY PARCEL 1 DEVELOPMENT ORDER LIMITS SECTIONS 5 & 6, TOWNSHIP 43 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA

DATE PI	ROJECT NO.	FILE NO.	SCALE	SHEET			
05/20/24 2	20149943-085	05-43-26	AS SHOWN	1 OF 3			

P.O.B. = POINT OF COMMENCEMENT P.O.B. = POINT OF BEGINNING ORI = OFFICIAL RECORDS INSTRUMENT 9. DE = DRAINAGE EASEMENT
10. PUE = PUBLIC UTILITY EASEMENT 11. LME = LAKE MAINTENANCE EASEMENT 13. AC. = ACRES 14. R = RADIUS15.  $\Delta$  = DELTA 17. C = CHORD LENGTH 18. L = ARC LENGTH19. (P) = PLAT



ALL OF TRACTS D-89, D-90 AND A PORTION OF TRACT E-25 BABCOCK RANCH COMMUNITY LEE COUNTY PHASE 1 SECTIONS 5 AND 6, TOWNSHIP 43 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA

A PARCEL OF LAND BEING ALL OF TRACTS D-89 AND D-90, AND A PORTION OF TRACT E-25, BABCOCK RANCH COMMUNITY LEE COUNTY PHASE 1, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2022000234859, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTIONS 5 AND 6, TOWNSHIP 43 SOUTH, RANCE 26 EAST, LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT COMMON TO THE NORTHEAST CORNER OF TRACT A-52 (SAW PALMETTO PARKWAY-120 FEET WIDE) OF THE AFOREMENTIONED PLAT OF BABCOCK RANCH COMMUNITY LEE COUNTY PHASE 1, AND THE NORTHWEST CORNER OF SAID TRACT E-25, THENCE S.5748'43'W., ALONG THE BOUNDARY OF SAID TRACT E-25, FOR 297.47 FEET; THENCE S.32'11'17"E. DEPARTING SAID BOUNDARY, FOR 10.00 FEET TO THE SOUTHEASTERLY LINE OF AN EXISTING 10 FOOT WIDE PUBLIC UTILITY EASEMENT AS SHOWN ON SAID PLAT AND TO THE **POINT OF BEGINNING**.

FROM SAID **POINT OF BEGINNING**, THENCE S.32'11'17"E., DEPARTING SAID EXISTING EASEMENT LINE, FOR 108.58 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 2,005.00 FEET, (CENTRAL ANGLE OF 10'37'33"), (CHORD BEARING OF S.38'29'12"E.), (CHORD LENGTH OF 371.30 FEET), AN ARC LENGTH OF 371.34 FEET; THENCE S.43'47'58"E., FOR 541.37 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 260.00 FEET, (CENTRAL ANGLE OF 27'29'20"), (CHORD BEARING OF S.57'32'38"E.), (CHORD LENGTH OF 123.55 FEET), AN ARC LENGTH OF 124.74 FEET; THENCE S.7117'18"E., FOR 172.34 FEET TO AN INTERSECTION WITH THE BOUNDARY OF THE AFOREMENTIONED TRACT E-25; THENCE ALONG SAID BOUNDARY OF TRACT E-25 FOR THE FOLLOWING EIGHT (8) COURSES:

- S.18\*40'25"W., FOR 489.35 FEET;
- 2. S.61°33'16"W., FOR 136.08 FEET;
- 3. S.27\*09'36"W., FOR 201.94 FEET;
- 4. S.46\*33'57"W., FOR 135.46 FEET;
- 5. S.27\*26'21"W., FOR 354.12 FEET;
- 5. S.00°49'10"E., FOR 41.71 FEET; 7. S.11"10'01"E., FOR 241.23 FEET;
- 8. S.00°52'53'E., FOR 141.29 FEET

TO A POINT COMMON TO THE SOUTHWEST CORNER OF TRACT CE-12, OF THE AFOREMENTIONED PLAT AND THE BOUNDARY OF SAID TRACT E-25; THENCE S.00'52'54"E. DEPARTING SAID BOUNDARY, FOR 52.00 FEET TO AN INTERSECTION WITH SAID BOUNDARY OF TRACT E-25; THENCE ALONG SAID BOUNDARY OF TRACT E-25 FOR THE FOLLOWING TWENTY-THREE (23) COURSES:

- S.00\*52'57'E., FOR 148.48 FEET;
- 2. S.03\*45'19"E., FOR 321.39 FEET;
- S.47\*41'02"W., FOR 266.17 FEET;
   S.74\*51'31"W., FOR 261.65 FEET;
- 5. N.76\*32'04"W., FOR 295.40 FEET;
- 6. N.31\*27'07"W., FOR 332.79 FEET;
- 7. N.14\*42'21"W., FOR 304.58 FEET;
- 8. N.12°53'08"W., FOR 172.38 FEET;
- N.81°02'07"W., FOR 202.42 FEET;
- 10. S.32\*22'13"W., FOR 186.74 FEET;
- 11. S.33\*17'53"E., FOR 201.28 FEET;
- 12. S.28\*19'19"E., FOR 232.92 FEET; 13. S.14\*21'39"E., FOR 233.36 FEET;
- 14. S.29\*04'31"E., FOR 162.41 FEET;
- 15. S.21°20'06"E., FOR 231.41 FEET;
- 16. S.1119'13"E., FOR 214.46 FEET;17. S.40'52'50"W., FOR 257.28 FEE
- 17. S.40\*52'50"W., FOR 257.28 FEET;18. S.38\*14'07"W., FOR 314.58 FEET;
- 18. S.3814'07"W., FOR 314.58 FEET; 19. S.73'26'23"W., FOR 461.13 FEET;
- 20. N.73\*18'53"W., FOR 329.59 FEET;
- 21. N.55\*19'42"W., FOR 332.70 FEET;
- 22. N.42'28'25"W., FOR 150.01 FEET; 23. N.57'22'11"W., FOR 633.63 FEET:
- (DESCRIPTION CONTINUED ON RIGHT SIDE OF THIS SHEET)

(DESCRIPTION CONTINUED FROM LEFT SIDE OF THIS SHEET)

THENCE N.32'37'49"E. DEPARTING SAID BOUNDARY OF TRACT E-25, FOR 383.80 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 505.00 FEET, (CENTRAL ANGLE OF 35'59'30"), (CHORD BEARING OF N.14'38'04"E.), (CHORD LENGTH OF 312.04 FEET), AN ARC LENGTH OF 317.23 FEET TO AN INTERSÉCTION WITH THE AFOREMENTIONED SOUTHEASTERLY LINE OF AN EXISTING 10 FOOT WIDE PUBLIC UTILITY EASEMENT AND A POINT OF CURVATURE TO THE LEFT; THENCE ALONG SAID 10 FOOT WIDE PUBLIC UTILITY EASEMENT AND SAID CURVE TO THE LEFT HAVING A RADIUS OF 920.00 FEET, (CENTRAL ANGLE OF 0911'07"), (CHORD BEARING OF N.89'00'58"E.), (CHORD LENGTH OF 147.33 FEET), AN ARC LENGTH OF 147.49 FEET TO A POINT OF A NON TANGENT CURVE TO THE LEFT; THENCE DEPARTING SAID EASEMENT LINE AND ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, (CENTRAL ANGLE OF 52'30'53"), (CHORD BEARING OF N.68°05'01"W.), (CHORD LENGTH OF 22.12 FEET), AN ARC LENGTH OF 22.91 FEET TO THE AFOREMENTIONED BOUNDARY OF SAID TRACT E-25 AND A POINT OF A NON TANGENT CURVE TO THE LEFT; THENCE ALONG SAID BOUNDARY AND CURVE TO THE LEFT HAVING A RADIUS OF 910.00 FEET, (CENTRAL ANGLE OF 0816'14"), (CHORD BEARING OF N.81'31'26"E.), (CHORD LENGTH OF 131.24 FEET), AN ARC LENGTH OF 131.36 FEET TO THE POINT OF A NON TANGENT CURVE TO THE LEFT; THENCE DEPARTING SAID BOUNDARY AND ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, (CENTRAL ANGLE OF 52'30'53"), (CHORD BEARING OF S.51'07'52"W.), (CHORD LENGTH OF 22.12 FEET), AN ARC LENGTH OF 22.91 FEET TO THE AFOREMENTIONED SOUTHEASTERLY EASEMENT LINE AND A POINT OF A NON TANGENT CURVE TO THE LEFT; THENCE ALONG SAID EASEMENT LINE FOR THE FOLLOWING FIVE (5) COURSES:

- ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 920.00 FEET, (CENTRAL ANGLE OF 52'21'04"), (CHORD BEARING OF N.52'26'55"E.), (CHORD LENGTH OF 811.67 FEET), AN ARC LENGTH OF 840.60 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT;
- ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,230.00 FEET, (A CENTRAL ANGLE OF 31'55'02"), (CHORD BEARING OF N.42'13'54"E.), (CHORD LENGTH OF 676.36 FEET), AN ARC LENGTH OF 685.19 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT;
- ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 870.00 FEET, (A CENTRAL ANGLE OF 28"25"38"), (CHORD BEARING OF N.43"58"36"E.), (CHORD LENGTH OF 427.24 FEET), AN ARC LENGTH OF 431.65 FEET;
- 4. N.29'45'47"E., 344.36 FEET TO A POINT OF CURVATURE TO THE LEFT;
- ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,370.00 FEET, (CENTRAL ANGLE OF 17'56'59"), (CHORD BEARING OF N.20'47'17"E.), (CHORD LENGTH OF 427.44 FEET), AN ARC LENGTH OF 429.19 FEET TO THE POINT OF A NON TANGENT CURVE TO THE LEFT;

THENCE DEPARTING SAID EASEMENT LINE AND ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, (CENTRAL ANGLE OF 52'42'55"), (CHORD BEARING OF S.39'00'10"W.), (CHORD LENGTH OF 22.20 FEET), AN ARC LENGTH OF 23.00 FEET TO THE AFOREMENTIONED BOUNDARY OF TRACT E-25 AND THE POINT OF A NON TANGENT CURVE TO THE LEFT; THENCE ALONG SAID BOUNDARY AND SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,360.00 FEET, (CENTRAL ANGLE OF 04'38'04"), (CHORD BEARING OF N.10'19'41"E.), (CHORD LENGTH OF 109.98 FEET), AN ARC LENGTH OF 110.01 FEET TO THE POINT OF A NON TANGENT CURVE TO THE LEFT; THENCE DEPARTING SAID BOUNDARY AND ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, (CENTRAL ANGLE OF 52'42'55"), (CHORD BEARING OF S.18'20'49"E.), (CHORD LENGTH OF 22.20 FEET), AN ARC LENGTH OF 23.00 FEET TO THE AFOREMENTIONED SOUTHEASTERLY EASEMENT LINE AND THE POINT OF A NON TANGENT CURVE TO THE LEFT; THENCE ALONG SAID EASEMENT LINE FOR THE FOLLOWING THREE (3) COURSES:

- ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,370.00 FEET, (CENTRAL ANGLE OF 15'20'40"), (CHORD BEARING OF N.01'10"13"E.), (CHORD LENGTH OF 365.81 FEET), AN ARC LENGTH OF 366.90 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT;
- 2. ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 430.00 FEET, (A CENTRAL ANGLE OF 64'18'50"), (CHORD BEARING OF N.25'39'18"E.), (CHORD LENGTH OF 457.73 FEET), AN ARC LENGTH OF 482.67 FEET;
- 3. N.57°48'43"E., 42.07 FEET

### TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 124.92 ACRES, MORE OR LESS.

\*THIS IS NOT A SURVEY.

\*NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3.

JOHNSON ENGINEERING

JOHNSON ENGINEERING, INC. 2122 JOHNSON STREET FORT MYERS, FLORIDA 33902-1550 PHONE: (239) 334-0046 E.B. #642 & L.B. #642 SKETCH AND DESCRIPTION
BABCOCK RANCH COMMUNITY LEE COUNTY PARCEL 1
DEVELOPMENT ORDER LIMITS
SECTIONS 5 & 6, TOWNSHIP 43 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

 DATE
 PROJECT NO.
 FILE NO.
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 05/20/24
 20149943-085
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 3 OF 3

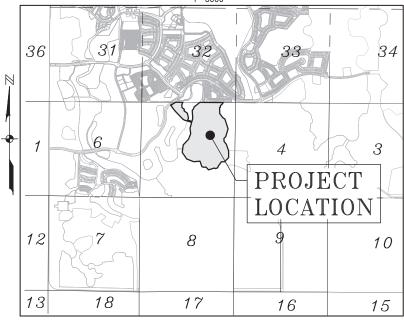
Series 2024 Bond Assessments in the amount of \$8,606,817.77 are proposed to be levied on an equal pro-rata gross acre basis based on the planned development of 124 residential units (as outlined in Table 1) within the Lee County Parcel 2 on the land described as follows, which constitutes the Lee County Parcel 2 portion of Series 2024 Bond Assessment Area:

### BABCOCK RANCH COMMUNITY LEE COUNTY PARCEL 2 DEVELOPMENT ORDER LIMITS

LYING IN

SECTION 5, TOWNSHIP 43 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA

VICINITY MAP 1"=5000'



1250 2500 5000 (INTENDED DISPLAY SCALE: 1"=5000')

JOHNSON ENGINEERING, INC.

2122 JOHNSON STREET FORT MYERS, FLORIDA 33902-1550 PHONE: (239) 334-0046 E.B. #642 & L.B. #642

### THIS IS NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

F.A.

5J-17.062,

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NOTICE:

### NOTES:

- THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
- COORDINATES AND HORIZONTAL DATA SHOWN HEREON ARE IN GRID FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 99 ADJUSTMENT.
- BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF TRACT E-25, BABCOCK RANCH COMMUNITY LEE COUNTY PHASE 1, WHEREIN SAID NORTH LINE BEARS S.89'41'45"E.
  DESCRIBED PARCEL CONTAINS 175.77 ACRES, MORE OR LESS.
  P.O.C. = POINT OF COMMENCEMENT
  P.O.B. = POINT OF BEGINNING

- ORI = OFFICIAL RECORDS INSTRUMENT STRAP = LEE COUNTY PARCEL NUMBER
- DE = DRAINAGE EASEMENT
- 10. PUE = PUBLIC UTILITY EASEMENT
- 11. LME = LAKE MAINTENANCE EASEMENT
- 12. RWE = RIGHT-OF-WAY EASEMENT
- 13. AC. = ACRES
- 14. (P) = PLAT
- 15. NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3.

THIS SKETCH HAS BEEN DIGITALLY SIGNED BY: KEVIN M. RISCASSI (FOR THE FIRM L.B. 642) PROFESSIONAL SURVEYOR AND MAPPER FLORIDA CERTIFICATE NO. 6433 ON THE DATE ADJACENT TO THE SEAL.

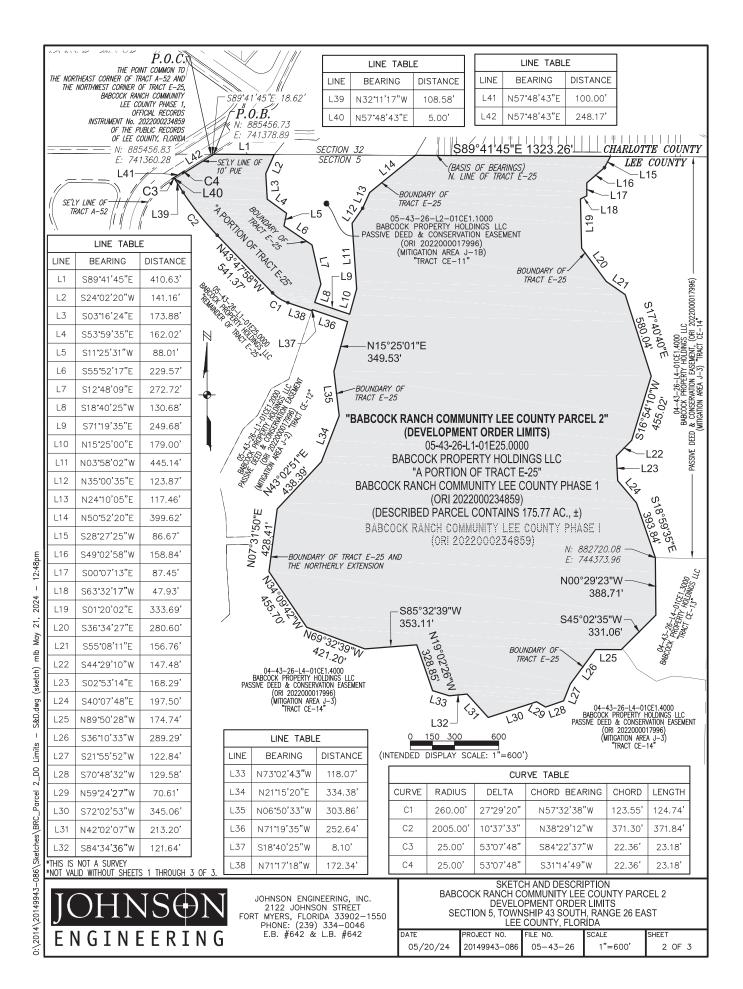
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED, AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SKETCH AND DESCRIPTION
BABCOCK RANCH COMMUNITY LEE COUNTY PARCEL 2
DEVELOPMENT ORDER LIMITS
SECTION 5, TOWNSHIP 43 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA

TILE NO. SCALE SHEET 05/20/24 20149943-086 05-43-26 AS SHOWN 1 OF 3

ENGINEERING

2024 21, May a P (cover) parcel order ,2014\20149943-086\Sketches



A PARCEL OF LAND
LYING IN A PORTION OF TRACT E-25,
BABCOCK RANCH COMMUNITY LEE COUNTY PHASE 1,
SECTION 5, TOWNSHIP 43 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

A PARCEL OF LAND LYING IN A PORTION OF TRACT E-25, BABCOCK RANCH COMMUNITY LEE COUNTY PHASE 1, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2022000234859, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 5, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT COMMON TO THE NORTHEAST CORNER OF TRACT A-52 (SAW PALMETTO PARKWAY-120 FEET WIDE) OF THE AFOREMENTIONED PLAT OF BABCOCK RANCH COMMUNITY LEE COUNTY PHASE 1, AND THE NORTHWEST CORNER OF SAID TRACT E-25, THENCE S.89°41'45"E., ALONG THE NORTH LINE OF SAID TRACT E-25, 18.62 FEET TO THE SOUTHEASTERLY LINE OF AN EXISTING 10 FOOT WIDE PUBLIC UTILITY EASEMENT AS SHOWN ON SAID PLAT AND TO THE **POINT OF BEGINNING**.

FROM SAID **POINT OF BEGINNING**, THENCE ALONG THE BOUNDARY OF SAID TRACT E-25 FOR THE FOLLOWING FORTY-FOUR (44) COURSES:

- . S.89°41'45"E., 410.63 FEET;
- 2. S.24°02'20"W., 141.16 FEET;
- 3. S.03°16'24"E., 173.88 FEET;
- 4. S.53°59'35"E., 162.02 FEET;
- S.11°25'31"W., 88.01 FEET;
- 6. S.55°52'17"E., 229.57 FEET;
- 7. S.12\*48'09"E., 272.72 FEET;
- 3. S.18\*40'25"W., 130.68 FEET;
- 9. S.71\*19'35"E., 249.68 FEET;
- 10. N.15°25'00"E., 179.00 FEET;
- 11. N.03\*58'02"W., 445.14 FEET;
- 12. N.35°00'35"E., 123.87 FEET;
- 13. N.24°10'05"E., 117.46 FEET;
- 14. N.50°52'20"E., 399.62 FEET;
- 15. S.89\*41'45"E., 1,323.26 FEET;
- 16. S.28°27'25"W., 86.67 FEET;
- 17. S.49°02'58"W., 158.84 FEET;
- 18. S.00°07'13"E., 87.45 FEET;
- 19. S.63°32'17"W., 47.93 FEET;
- 20. S.01°20'02"E., 333.69 FEET;
- 21. S.36\*34'27"E., 280.60 FEET; 22. S.55\*08'11"E., 156.76 FEET;
- 23. S.17\*40'40"E., 580.04 FEET;
- 24. S.16\*54'10"W., 455.02 FEET;
- 25. S.44°29'10"W., 147.48 FEET;
- 26. S.02°53'14"E., 168.29 FEET;
- 27. S.40°07'48"E., 197.50 FEET;
- 28. S.18\*59'35"E., 393.84 FEET;
- 29. S.00°29'23"E., 388.71 FEET;
- 30. S.45°02'35"W., 331.06 FEET;
- 31. N.89°50'28"W., 174.74 FEET;
- 32. S.36°10'33"W., 289.29 FEET;
- 33. S.21°55′52″W., 122.84 FEET;
- 34. S.70°48'32"W., 129.58 FEET;
- 35. N.59\*24'27"W., 70.61 FEET; 36. S.72'02'53"W., 345.06 FEET;
- 37. N.42°02'07"W., 213.20 FEET;
- 38. S.84°34'36"W., 121.64 FEET;
- 39. N.73°02'43"W., 118.07 FEET;
- 40. N.19\*02'26"W., 328.85 FEET; 41. S.85\*32'39"W., 353.11 FEET;
- 42. N.69°32'39"W., 421.20 FEET;
- 43. N.34°09'42"W., 455.70 FEET;
- 4. N.07°31'50"W., 428.41 FEET

(DESCRIPTION CONTINUED FROM LEFT SIDE OF THIS SHEET)

ALONG SAID BOUNDARY AND THE NORTHERLY EXTENSION THEREOF TO SAID BOUNDARY OF TRACT E-25; THENCE CONTINUE ALONG SAID BOUNDARY OF TRACT E-25 FOR THE FOLLOWING SIX (6) COURSES:

- 1. N.43°02'51"E., A DISTANCE OF 438.39 FEET;
- 2. N.21\*15'20"E., A DISTANCE OF 334.38 FEET;
- 3. N.06'50'33"W., A DISTANCE OF 303.86 FEET;
- 4. N.15°25'01"E., A DISTANCE OF 349.53 FEET;
- 5. N.71°19'35"W., A DISTANCE OF 252.64 FEET;
- . S.18°40'25"W., A DISTANCE OF 8.10 FEET;

THENCE N.71"17'18"W. DEPARTING SAID BOUNDARY, 172.34 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 260.00 FEET, (CENTRAL ANGLE OF 27\*29'20"), (CHORD BEARING OF N.57'32'38"W.), (CHORD LENGTH OF 123.55 FEET), AN ARC LENGTH OF 124.74 FEET; THENCE THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2005.00 FEET, (CENTRAL ANGLE OF 10°37'33"), (CHORD BEARING OF N.38°29'12"W.), (CHORD LENGTH OF 371.30 FEET), AN ARC LENGTH OF 371.84 FEET; THENCE N.32°11'17"W., 108.58 FEET TO THE AFOREMENTIONED SOUTHEASTERLY LINE OF A 10 FOOT WIDE PUBLIC UTILITY EASEMENT OF SAID PLAT; THENCE N.57\*48\*43"E., ALONG SAID SOUTHEASTERLY EASEMENT LINE, 5.00 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, (CENTRAL ANGLE OF 53°07'48"), (CHORD BEARING OF S.84°22'37"W.), ANGLE OF 5.50/46 ), (CHORD BEARING OF S.64223/W.), (CHORD LENGTH OF 22.36 FEET), AN ARC LENGTH OF 23.18 FEET TO THE SOUTHEASTERLY LINE OF AFOREMENTIONED TRACT A-52 OF SAID PLAT; THENCE N.57'48'43"E., ALONG SAID SOUTHEASTERLY TRACT LINE, 100.00 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, (CENTRAL ANGLE OF 53°07'48"), (CHORD BEARING OF S.31°14'49"W.), (CHORD LENGTH OF 22.36 FEET), AN ARC LENGTH OF 23.36 FEET TO THE AFOREMENTIONED SOUTHEASTERLY LINE OF A 10 FOOT WIDE PUBLIC UTILITY EASEMENT OF SAID PLAT; THENCE N.57'48'43"E., ALONG SAID SOUTHEASTE EASEMENT LINE, 248.17 FEET TO THE **POINT OF BEGINNING**. SOUTHEASTERLY

DESCRIBED PARCEL CONTAINS 175.77 ACRES, MORE OR LESS.

- \*THIS IS NOT A SURVEY.
- \*NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3.

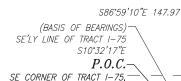
(DESCRIPTION CONTINUED ON RIGHT SIDE OF THIS SHEET)



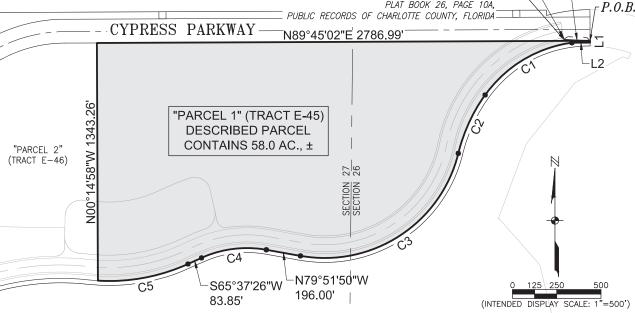
JOHNSON ENGINEERING, INC. 2122 JOHNSON STREET FORT MYERS, FLORIDA 33902-1550 PHONE: (239) 334-0046 E.B. #642 & L.B. #642 SKETCH AND DESCRIPTION
BABCOCK RANCH COMMUNITY LEE COUNTY PARCEL 2
DEVELOPMENT ORDER LIMITS
SECTION 5, TOWNSHIP 43 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

DATE PROJECT NO. | FILE NO. | SCALE | SHEET | 05/20/24 | 20149943-086 | 05-43-26 | N/A | 3 OF 3

Series 2024 Bond Assessments in the amount of \$5,347,873.74 are proposed to be levied on an equal pro-rata gross acre basis based on the planned development of 220 residential units (as outlined in Table 1) within the MidTown Parcel 1 on the land described as follows, which constitutes the MidTown Parcel 1 portion of Series 2024 Bond Assessment Area:



BABCOCK RANCH COMMUNITY SPINE ROAD DD8-10. PLAT BOOK 26. PAGE 10A



CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	722.50'	46°38'51"	S58°55'00"W	572.11'	588.22
C2	962.50'	21°44'52"	S24°43'08"W	363.15	365.34'
C3	777.50'	86°17'27"	S56°59'26"W	1063.39	1170.96
C4	622.50'	34°30'44"	S82°52'48"W	369.32'	374.96'
C5	1077.50'	27°47'00"	S79°30'56"W	517.39'	522.49

### NOTES:

- THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
- COORDINATES AND HORIZONTAL DATA SHOWN HEREON ARE IN GRID FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 99 ADJUSTMENT,
- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHEASTERLY LINE OF TRACT "I-75" PLAT OF BABCOCK RANCH COMMUNITY SPINE ROAD DD8-10, WHEREIN SAID SOUTHEASTERLY LINE BEARS S10°32'17"E.
- DESCRIBED PARCEL CONTAINS 58.0 ACRES, MORE OR LESS. P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- 8
- $\Delta = DELTA$

- 12. NOT VALID WITHOUT SHEETS 1 THROUGH 2 OF 2.

### THIS IS NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

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NOTICE:

THIS SKETCH HAS BEEN DIGITALLY SIGNED BY: KEVIN M. RISCASSI (FOR THE FIRM L.B. 642) PROFESSIONAL SURVEYOR AND MAPPER FLORIDA CERTIFICATE NO. 6433 ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED, AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

### SKETCH AND DESCRIPTION MIDTOWN AT BABCOCK RANCH PARCEL 1 (TRACT E-45) LYING IN SECTIONS 26 & 27, TOWNSHIP 42 SOUTH, RANGE 26 EAST CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/18/24	20192003-034	26-42-26	1"=500'	1 OF 2

ENGINEERING

JOHNSON ENGINEERING, INC. 2122 JOHNSON STREET FORT MYERS, FLORIDA 33902-1550 PHONE: (239) 334-0046 E.B. #642 & L.B. #642

\Surveying\Sketches\

,2019\20192003-034\

11:07am

AC. = ACRES R = RADIUS10. CB = CHORD BEARING = CHORD

### **DESCRIPTION**

"PARCEL 1" (TRACT E-45)
A PARCEL OF LAND LYING IN
SECTIONS 26 & 27, TOWNSHIP 42 SOUTH, RANGE 26 EAST
CHARLOTTE COUNTY, FLORIDA

A PARCEL OF LAND LYING IN SECTIONS 26 AND 27, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT I—75, BABCOCK RANCH COMMUNITY SPINE ROAD DD8—10, AS RECORDED IN PLAT BOOK 26, PAGE 10A, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, THENCE S.86°59'10"E., 147.97 FEET TO THE POINT OF BEGINNING; THENCE S.00°14'58"E., 10.33 FEET; THENCE S.89°45'02"W., 103.06 FEET TO THE POINT OF A NON TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 722.50 FEET, (CENTRAL ANGLE OF 46°38'51"), (CHORD BEARING OF S.58°55'00"W.), (CHORD LENGTH OF 572.11 FEET), AN ARC LENGTH OF 588.22 FEET TO THE POINT OF A NON TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 962.50 FEET, (CENTRAL ANGLE OF 21°44'52"), (CHORD BEARING OF S.24°43'08"W.), (CHORD LENGTH OF 363.15 FEET), AN ARC LENGTH OF 365.34 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 777.50 FEET, (A CENTRAL ANGLE OF 86°17'27"), (CHORD BEARING OF S.56°59'26"W.), (CHORD LENGTH OF 1,063.39 FEET), AN ARC LENGTH OF 1,170.96 FEET; THENCE N.79°51'50"W., 196.00 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 622.50 FEET, (CENTRAL ANGLE OF 34°30'44"), (CHORD BEARING OF S.82°52'48"W.), (CHORD LENGTH OF 369.32 FEET), AN ARC LENGTH OF 374.96 FEET; THENCE S.65°37'26"W., 83.85 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,077.50 FEET, (CENTRAL ANGLE OF 27°47'00"), (CHORD BEARING OF S.79°30'56"W.), (CHORD LENGTH OF 517.39 FEET), AN ARC LENGTH OF 522.49 FEET; THENCE N.00°14'58"W., 1,343.26 FEET; THENCE N.89°45'02"E., 2,786.99 FEET **POINT OF** BEGINNING.

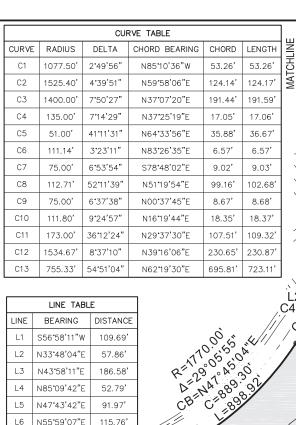
DESCRIBED PARCEL OF LAND CONTAINS 58.0 ACRES, MORE OR LESS.

\*THIS IS NOT A SURVEY.

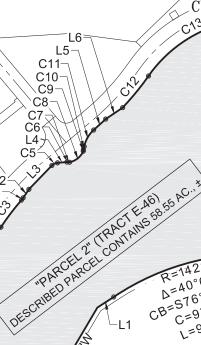
\*NOT VALID WITHOUT SHEETS 1 THROUGH 2 OF 2.



Series 2024 Bond Assessments in the amount of \$4,936,498.83 are proposed to be levied on an equal pro-rata gross acre basis based on the planned development of 231 residential units (as outlined in Table 1) within the MidTown Parcel 2 on the land described as follows, which constitutes the MidTown Parcel 2 portion of Series 2024 Bond Assessment Area:



(BASIS OF BEARINGS) SE'LY LINE OF TRACT 1-75 S10°32'17"E P.O.C. SE CORNER OF TRACT 1-75. BABCOCK RANCH COMMUNITY SPINE ROAD DD8-10, BEL PLAT BOOK 26, PAGE 10A, S89°34'04"W PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA 2639.27



P.O.B. S00°14'58"E 1343 "PARCEL 1" (TRACT E-45)

CYPRESS PARKWAY

LINE TABLE				
LINE	BEARING	DISTANCE		
L1	S56°58'11"W	109.69'		
L2	N33°48'04"E	57.86'		
L3	N43°58'11"E	186.58		
L4	N85°09'42"E	52.79'		
L5	N47°43'42"E	91.97'		
L6	N55*59'07"E	115.76'		
L7	N89*45'02"E	183.00'		
	L1 L2 L3 L4 L5	LINE BEARING L1 S56'58'11"W L2 N33'48'04"E L3 N43'58'11"E L4 N85'09'42"E L5 N47'43'42"E L6 N55'59'07"E		



L=997.16

R=1422.50' D=40°09'50"

CB=\$76°09'27"W

C=976.87

### THIS IS NOT A SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

### NOTES:

2024 20,

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Midtown

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\Surveying\Sketches\

,2019\20192003-034\

- THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
- COORDINATES AND HORIZONTAL DATA SHOWN HEREON ARE IN GRID FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 99 ADJUSTMENT. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHEASTERLY LINE
- OF TRACT "I-75" PLAT OF BABCOCK RANCH COMMUNITY SPINE ROAD DD8-10, WHEREIN SAID SOUTHEASTERLY LINE BEARS S10°32'17"E.
- DESCRIBED PARCEL CONTAINS 58.55 ACRES, MORE OR LESS. P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- AC. = ACRES
- R = RADIUS8.
- 9  $\Delta$  = DELTA
- 10. CB = CHORD BEARING
- 11. C = CHORD
- 12. NOT VALID WITHOUT SHEETS 1 THROUGH 2 OF 2.

THIS SKETCH HAS BEEN DIGITALLY SIGNED BY: KEVIN M. RISCASSI (FOR THE FIRM L.B. 642) PROFESSIONAL SURVEYOR AND MAPPER FLORIDA CERTIFICATE NO. 6433 ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED, AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

SKETCH AND DESCRIPTION MIDTOWN AT BABCOCK RANCH PARCEL 2 (TRACT E-46) LYING IN SECTION 27, TOWNSHIP 42 SOUTH, RANGE 26 EAST CHARLOTTE COUNTY, FLORIDA

DATE TILE NO. PROJECT NO. SHEET 05/18/24 20192003-034 27-42-26 1"=500'1 OF 2

ENGINEERING

JOHNSON ENGINEERING, INC. 2122 JOHNSON STREET FORT MYERS, FLORIDA 33902-1550 PHONE: (239) 334-0046 E.B. #642 & L.B. #642 P

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NOTICE:

F.A

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## 2024 20, May 메 (2) S&D.dwg BRC ಕ Midtown BRC\Parcel 2 (Tract E-46) (2019\20192003-034\Surveying\Sketches\Midtown At

DESCRIPTION
"PARCEL 2" (TRACT E-46)
A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 42 SOUTH, RANGE 26 EAST CHARLOTTE COUNTY, FLORIDA

A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE SOUTHEAST CORNER OF TRACT I—75, BABCOCK RANCH COMMUNITY SPINE ROAD DD8—10, AS RECORDED IN PLAT BOOK 26, PAGE 10A, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, THENCE S.89°34'04"W., 2,639.27 FEET TO THE **POINT OF BEGINNING**; THENCE S.00°14'58"E., 1,343.26 FEET TO THE POINT OF A NON TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,077.50 FEET, (CENTRAL ANGLE OF 02'49'56"), (CHORD BEARING OF N.85'10'36"W.), (CHORD LENGTH OF 53.26 FEET), AN ARC LENGTH OF 53.26 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,422.50 FEET, (A CENTRAL ANGLE OF 40'09'50"), (CHORD BEARING OF S.76°09'27"W.), (CHORD LENGTH OF 976.87 FEET), AN ARC LENGTH OF 997.16 FEET; THENCE S.56\*58'11"W., 109.69 FEET; THENCE S.30\*32'04"W., 714.28 FEET; THENCE S.09\*10'41"W., 502.90 FEET; THENCE N.43°47'03"W., 1,254.44 FEET TO THE POINT OF A NON TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,525.40 FEET, (CENTRAL ANGLE OF 04'39'51"), (CHORD BEARING OF N.59°58'06"E.), (CHORD LENGTH OF 124.14 FEET), AN ARC LENGTH OF 124.17 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,770.00 FEET, (A CENTRAL ANGLE OF 29'05'55"), (CHORD BEARING OF N.47'45'04"E.), (CHORD LENGTH OF 888.30 FEET), AN ARC LENGTH OF 898.92 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,400.00 FEET, (A CENTRAL ANGLE OF 07.50'27"), (CHORD BEARING OF N.37°07'20"E.), (CHORD LENGTH OF 191.44 FEET), AN ARC LENGTH OF 191.59 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 135.00 FEET, (A CENTRAL ANGLE OF 07 14'29"), (CHORD BEARING OF N.37'25'19"E.), (CHORD LENGTH OF 17.05 FEET), AN ARC LENGTH OF 17.06 FEET; THENCE N.33'48'04"E., 57.86 FEET; THENCE N.43'58'11"E., 186.58 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 51.00 FEET, (CENTRAL ANGLE OF 41'11'31"), (CHORD BEARING OF N.64'33'56"E.), (CHORD LENGTH OF 35.88 FEET), AN ARC LENGTH OF 36.67 FEET; THENCE N.85 09'42"E., 52.79 FEET TO THE POINT OF A NON TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 111.14 FEET, (CENTRAL ANGLE OF 03'23'11"), (CHORD BEARING OF N.83'26'35"E.), (CHORD LENGTH OF 6.57 FEET), AN ARC LENGTH OF 6.57 FEET TO THE POINT OF A NON TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, (CENTRAL ANGLE OF 06'53'54"), (CHORD BEARING OF S.78'48'02"E.), (CHORD LENGTH OF 9.02 FEET), AN ARC LENGTH OF 9.03 FEET TO THE POINT OF A NON TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 112.71 FEET, (CENTRAL ANGLE OF 52'11'39"), (CHORD BEARING OF N.51\*19'54"E.), (CHORD LENGTH OF 99.16 FEET), AN ARC LENGTH OF 102.68 FEET TO THE POINT OF A NON TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, (CENTRAL ANGLE OF 06'37'38"), (CHORD BEARING OF N.00'37'45"E.), (CHORD LENGTH OF 8.67 FEET), AN ARC LENGTH OF 8.68 FEET TO THE POINT OF A NON TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 111.80 FEET, (CENTRAL ANGLE OF 09°24'57"), (CHORD BEARING OF N.16'19'44"E.), (CHORD LENGTH OF 18.35 FEET), AN ARC LENGTH OF 18.37 FEET TO THE POINT OF A NON TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 173.00 FEET, (CENTRAL ANGLE OF 36'12'24"), (CHORD BEARING OF N.29'37'30"E.), (CHORD LENGTH OF 107.51 FEET), AN ARC LENGTH OF 109.32 FEET; THENCE N.47'43'42"E., 91.97 FEET; THENCE N.55'59'07"E., 115.76 FEET TO THE POINT OF A NON TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,534.67 FEET, (CENTRAL ANGLE OF 08'37'10"), (CHORD BEARING OF N.39'16'06"E.), (CHORD LENGTH OF 230.65 FEET), AN ARC LENGTH OF 230.87 FEET TO THE POINT OF A NON TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 755.33 FEET, (CENTRAL ANGLE OF 54'51'04"), (CHORD BEARING OF N.62'19'30"E.), (CHORD LENGTH OF 695.81 FEET), AN ARC LENGTH OF 723.11 FEET; THENCE N.89°45'02"E., 183.00 FEET TO THE **POINT OF BEGINNING**.

DESCRIBED PARCEL CONTAINS 58.55 ACRES, MORE OR LESS.

\*THIS IS NOT A SURVEY

\*NOT VALID WITHOUT SHEETS 1 THROUGH 2 OF 2.



DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/18/24	20192003-034	27-42-26	N/A	2 OF 2

Series 2024 Bond Assessments in the amount of \$2,964,036.31 are proposed to be levied on an equal pro-rata gross acre basis based on the planned development of 146 residential units (as outlined in Table 1) within the MidTown Parcel 3 on the land described as follows, which constitutes the MidTown Parcel 3 portion of Series 2024 Bond Assessment Area:

LINE TABLE					
LINE	BEARING	DISTANCE			
L1	S09*10'41"W	39.79'			
L2	N00°00'00"E	93.70'			

### **DESCRIPTION**

(TRACT E-47)C2 A PARCÈL OF LAND LYING IN SECTION 27, TOWNSHIP 42 SOUTH, RANGE 26 EAST CHARLOTTE COUNTY, FLORIDA

A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA AND BEING MORE PARTICULI ARLY DESCRIBED AS FOLLOWS:

BABCOCK RANCH COMMUNITY SPINE ROAD DD8-10, AS RECORDED IN PLAT BOOK 26, PAGE 10A, OF THE PUBLIC OF CHARLOTTE COUNTY, FLORIDA, THENCE S.69°45'14"W.., 5369.76 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, THENCE S.43°47'03"E., 1,254.44 FEET; THENCE S.09°10'41"W., 39.79 FEET; THENCE S.59°14'53"W., 1,342.80 FEET; THENCE N.00°00'00"E., 93.70 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 120.00 FEET, (CENTRAL ANGLE OF 37°10'40"), (CHORD BEARING OF N.18°35'20"W.), (CHORD LENGTH OF 76.51 FEET), AN ARC LENGTH OF 77.87 FEET; THENCE N.37°10'40"W., 1,009.26 FEET TO THE POINT OF A NON TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 730.00 FEET, (CENTRAL ANGLE OF 01°42'42"), (CHORD BEARING OF N.74°48'29"E.), (CHORD LENGTH OF 21.81 FEET), AN ARC LENGTH OF 21.81 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,070.00 FEET, (A CENTRAL ANGLE OF 35°37'26"), (CHORD BEARING OF N.57\*51'07"E.), (CHORD LENGTH OF 654.61 FEET), AN ARC LENGTH OF 665.28 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,525.40 FEET, (A CENTRAL ANGLE OF 17°35'47"), (CHORD BEARING OF N.48°50'17"E.), (CHORD LENGTH OF 466.63 FEET), AN ARC LENGTH OF 468.47 FEET TO THE POINT OF BEGINNING.

### NOTES:

- THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
- COORDINATES AND HORIZONTAL DATA SHOWN HEREON ARE IN GRID FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 99 ADJUSTMENT.
- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHEASTERLY LINE OF TRACT "I-75" PLAT OF BABCOCK RANCH COMMUNITY SPINE ROAD DD8-10, WHEREIN SAID SOUTHEASTERLY LINE BEARS S10°32'17"E.
- DESCRIBED PARCEL CONTAINS 32.89 ACRES, MORE OR LESS. P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING

JOHNSON ENGINEERING, INC 2122 JOHNSON STREET FORT MYERS, FLORIDA 33902— PHONE: (239) 334—0046 E.B. #642 & L.B. #642 -1550

-569°45'14"W P.O.B. 5369.76 CYPRESS PARKING! (PAC) "PARCEL 3" (TRACT E-47) DESCRIBED PARCEL TO NO. CONTAINS 32.89 AC., ± N

(BASIS OF BEARINGS) SE'LY LINE OF TRACT I-75 S10°32'17"E

BABCOCK RANCH COMMUNITY SPINE ROAD DD8-10,

PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA

P.O.C.

SE CORNER OF TRACT 1-75.

PLAT BOOK 26, PAGE 10A,

### THIS IS NOT A SURVEY

C<sub>1</sub>

L2

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

250

(INTENDED DISPLAY SCALE: 1"=500")

TRACT

THIS SKETCH HAS BEEN DIGITALLY SIGNED BY: KEVIN M. RISCASSI (FOR THE FIRM L.B. 642) PROFESSIONAL SURVEYOR AND MAPPER FLORIDA CERTIFICATE NO. 6433 ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED, AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

### SKETCH AND DESCRIPTION MIDTOWN AT BABCOCK RANCH PARCEL 3 (TRACT E-47)

LYING IN SECTION 27, TOWNSHIP 42 SOUTH, RANGE 26 EAST CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/18/24	20192003-034	27-42-26	1"=500'	1 OF 1

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AC. = ACRESENGINEERING 5J-17.062,RULE UNDER SEALED AND SIGNED DIGITALLY ELECTRONIC 뿔  $\underline{S}$ SHEET THIS P RECORD OFFICIAL

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VOTICE:

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Series 2024 Bond Assessments in the amount of \$3,558,125.78 are proposed to be levied on an equal pro-rata gross acre basis based on the planned development of 222 residential units (as outlined in Table 1) within the MidTown Parcel 4 on the land described as follows, which constitutes the MidTown Parcel 4 portion of Series 2024 Bond Assessment Area:

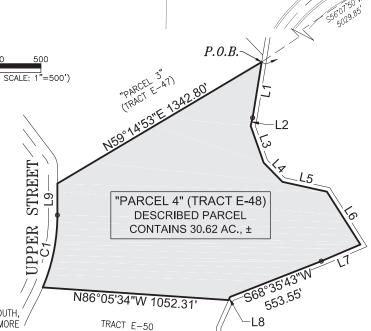
N

(INTENDED DISPLAY

LINE TABLE					
LINE	BEARING	DISTANCE			
L1	S09°10'41"W	319.65			
L2	S13°33'19"W	47.08'			
L3	S19°26'49"E	220.07			
L4	S44°25'02"E	151.68'			
L5	S77°34'46"E	257.10'			
L6	S32*22'02"E	353.88'			
L7	S66*54'44"W	240.58'			
L8	S24*08'00"W	19.43'			
L9	N00'00'00"E	179.03'			

SE CORNER OF TRACT 1-75. BABCOCK RANCH COMMUNITY SPINE ROAD DD8-10, PLAT BOOK 26, PAGE 10A, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA S56°07'50

(BASIS OF BEARINGS) E'LY LINE OF TRACT 1-75 S10'32'17"E



### DESCRIPTION

(TRACT F-48) A PARCÈL OF LAND LYING IN SECTION 27, TOWNSHIP 42 SOUTH, RANGE 26 EAST CHARLOTTE COUNTY, FLORIDA

A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT I-75, BABCOCK RANCH COMMUNITY SPINE ROAD DD8-10, AS RECORDED IN PLAT BOOK 26, PAGE 10A, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, THENCE S.56°07'50"W..., 5029.85 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE S.09\*10'41"W., 319.65 FEET; THENCE S.13\*33'19"W., 47.08 FEET; THENCE S.19'26'49"E., 220.07 FEET; THENCE S.44'25'02"E., 151.68 FEET; THENCE S.77'34'46"E., 257.10 FEET; THENCE S.32°22'02"E., 353.88 FEET; THENCE S.66°54'44"W., 240.58 FEET; THENCE S.68\*35'43"W., 553.55 FEET; THENCE S.24\*08'00"W., 19.43 FEET; THENCE N.86°05'34"W., 1,052.31 FEET TO THE POINT OF A NON TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,050.00 FEET, (CENTRAL ANGLE OF 22°52'27"), (CHORD BEARING OF N.11°26'13"E.), (CHORD LENGTH OF 416.41 FEET), AN ARC LENGTH OF 419.19 FEET; THENCE N.00°00'00"E., 179.03 FEET; THENCE N.59°14'53"E., 1,342.80 FEET TO THE POINT OF BEGINNING.

### NOTES:

THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.

COORDINATES AND HORIZONTAL DATA SHOWN HEREON ARE IN GRID FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 99 ADJUSTMENT.

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHEASTERLY LINE OF TRACT "I-75" PLAT OF BABCOCK RANCH COMMUNITY SPINE DD8-10. WHEREIN SAID SOUTHFASTERLY LINE BEARS S 10°32'17"F

DESCRIBED PARCEL CONTAINS 30.62 ACRES, MORE OR LESS. P.O.C. = POINT OF COMMENCEMENT

P.O.B. = POINT OF BEGINNING

AC. = ACRES

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I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

F.A

5J-17.062,

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VOTICE:

THIS SKETCH HAS BEEN DIGITALLY SIGNED BY: KEVIN M. RISCASSI (FOR THE FIRM L.B. 642) PROFESSIONAL SURVEYOR AND MAPPER FLORIDA CERTIFICATE NO. 6433 ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARF NOT CONSIDERED SIGNED AND SEALED, AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

### SKETCH AND DESCRIPTION MIDTOWN AT BABCOCK RANCH PARCEL 4 (TRACT E-48) LYING IN SECTION 27, TOWNSHIP 42 SOUTH, RANGE 26 EAST CHARLOTTE COUNTY, FLORIDA

DATE TILE NO. PROJECT NO. SHEET 05/18/24 20192003-034 27-42-26 1"=500'1 OF 1



JOHNSON ENGINEERING, INC 2122 JOHNSON STREET FORT MYERS, FLORIDA 33902— PHONE: (239) 334—0046 E.B. #642 & L.B. #642

Series 2024 Bond Assessments in the amount of \$5,177,095.91 are proposed to be levied as illustrated below based on the platting of 117 52' parcels, 57 70' parcels, and 20 12-Unit parcels within the Webbs Reserve Parcel Phase 1 on the land described as follows, which constitutes the platted portion of the Webbs Reserve Parcel Phase 1 portion of Series 2024 Bond Assessment Area:

BEING ALL OF LOTS 6963 – 7136 AND ALL OF TRACTS F-1, F-2, AND F-4 AS SHOWN ON THE PLAT OF WEBBS RESERVE, A SUBDIVISION RECORDED IN PLAT BOOK 27, PAGES 8A – 8Z53, PUBLIC RECORDS OF CHARLOTTE COUNTY.

			Series 2024 Bond
Parcel ID	Lot Number	Product Type	Assessments
422616376004		52'	\$27,033.21
422616376005		52'	\$27,033.21
422616376006		52'	\$27,033.21
422616376007		52'	\$27,033.21
422616376008		52'	\$27,033.21
422616376009	7007	52'	\$27,033.21
422616376010	7008	52'	\$27,033.21
422616376011	7009	52'	\$27,033.21
422616376012	7010	52'	\$27,033.21
422616376013	7011	52'	\$27,033.21
422616376014	7012	52'	\$27,033.21
422616376015	7013	52'	\$27,033.21
422616376016	7014	52'	\$27,033.21
422616376017	7015	52'	\$27,033.21
422616376018	7016	52'	\$27,033.21
422616376019	7017	52'	\$27,033.21
422616376020	7018	52'	\$27,033.21
422616376021	7019	52'	\$27,033.21
422616451006	6999	70'	\$30,147.14
422616451007	7000	70'	\$30,147.14
422616451008	7001	70'	\$30,147.14
422616451009	7052	52'	\$27,033.21
422616451010	7053	52'	\$27,033.21
422616451011	7054	52'	\$27,033.21
422616451012	7055	52'	\$27,033.21
422616451013	7056	52'	\$27,033.21
422616451014	7057	52'	\$27,033.21
422616451015	7058	52'	\$27,033.21
422616451016	7059	52'	\$27,033.21
422616451017	7060	52'	\$27,033.21
422616451018	7061	52'	\$27,033.21
422616451019	7062	52'	\$27,033.21
422616451020	7063	52'	\$27,033.21
422616451021	7064	52'	\$27,033.21
422616451022	7065	52'	\$27,033.21
422616451023	7020	52'	\$27,033.21
422616451024	7021	52'	\$27,033.21
422616451025	7022	52'	\$27,033.21
422616451026	7023	52'	\$27,033.21
422616451027	7024	52'	\$27,033.21

			Series 2024 Bond
Parcel ID	<b>Lot Number</b>	<b>Product Type</b>	Assessments
422616451028	7025	52'	\$27,033.21
422616451029	7026	52'	\$27,033.21
422616451030	7027	52'	\$27,033.21
422616451031	7028	52'	\$27,033.21
422616451032	7029	52'	\$27,033.21
422616451033	7030	52'	\$27,033.21
422616451034	7031	52'	\$27,033.21
422616451035	7032	52'	\$27,033.21
422616451036	7033	52'	\$27,033.21
422616451037	7034	52'	\$27,033.21
422616451038	7035	52'	\$27,033.21
422616451039	7036	52'	\$27,033.21
422616451040	7037	52'	\$27,033.21
422616451041	7038	52'	\$27,033.21
422616451042	7039	52'	\$27,033.21
422616451043	7040	52'	\$27,033.21
422616451044	7041	52'	\$27,033.21
422616451045	7042	52'	\$27,033.21
422616451046	7043	52'	\$27,033.21
422616476001	7044	52'	\$27,033.21
422616476002	7045	52'	\$27,033.21
422616476003	7046	52'	\$27,033.21
422616476004	7047	52'	\$27,033.21
422616476005	7048	52'	\$27,033.21
422616476006	7049	52'	\$27,033.21
422616476007	7050	52'	\$27,033.21
422616476008	7051	52'	\$27,033.21
422621100018	F-4	12-Unit	\$14,791.18
422621100018	F-4	12-Unit	\$14,791.18
422621100018	F-4	12-Unit	\$14,791.18
422621100018	F-4	12-Unit	\$14,791.18
422621100018	F-4	12-Unit	\$14,791.18
422621100018	F-4	12-Unit	\$14,791.18
422621100018	F-4	12-Unit	\$14,791.18
422621100018	F-4	12-Unit	\$14,791.18
422621100018	F-4	12-Unit	\$14,791.18
422621100018	F-4	12-Unit	\$14,791.18
422621100021	F-1	12-Unit	\$14,791.18
422621100021	F-1	12-Unit	\$14,791.18
422621100021	F-1	12-Unit	\$14,791.18

			Series 2024 Bond
Parcel ID	Lot Number	Product Type	Assessments
422621100021	F-1	12-Unit	\$14,791.18
422621100021	F-1	12-Unit	\$14,791.18
422621100021	F-1	12-Unit	\$14,791.18
422621100031	F-2	12-Unit	\$14,791.18
422621100031	F-2	12-Unit	\$14,791.18
422621100031	F-2	12-Unit	\$14,791.18
422621100031	F-2	12-Unit	\$14,791.18
422621126001	6963	70'	\$30,147.14
422621126002	6964	70'	\$30,147.14
422621126003	6965	52'	\$27,033.21
422621126004	6966	52'	\$27,033.21
422621126005	6967	70'	\$30,147.14
422621126006	6968	70'	\$30,147.14
422621126007	6969	70'	\$30,147.14
422621126008	6970	70'	\$30,147.14
422621126009	6971	70'	\$30,147.14
422621126010	6972	70'	\$30,147.14
422621126011	6973	70'	\$30,147.14
422621126012	6974	70'	\$30,147.14
422621126013	6975	70'	\$30,147.14
422621126014	6976	70'	\$30,147.14
422621126015	6977	70'	\$30,147.14
422621126016	6978	70'	\$30,147.14
422621126017	6979	70'	\$30,147.14
422621126018	6980	70'	\$30,147.14
422621126019	6981	70'	\$30,147.14
422621126020	6982	70'	\$30,147.14
422621126021	6983	52'	\$27,033.21
422621126022	6984	52'	\$27,033.21
422621126023	6985	70'	\$30,147.14
422621126024	6986	70'	\$30,147.14
422621126025	6987	70'	\$30,147.14
422621126026	6988	70'	\$30,147.14
422621176001	7097	52'	\$27,033.21
422621176002	7098	52'	\$27,033.21
422621176003	7099	52'	\$27,033.21
422621176004	7100	52'	\$27,033.21
422621176005	7101	52'	\$27,033.21
422621176006	7102	52'	\$27,033.21
422621176007	7103	52'	\$27,033.21

			Series 2024 Bond
Parcel ID	Lot Number	Product Type	Assessments
422621176008	7104	52'	\$27,033.21
422621176009	7105	52'	\$27,033.21
422621176010	7106	52'	\$27,033.21
422621176011	7107	52'	\$27,033.21
422621176012	7108	70'	\$30,147.14
422621176013	7109	70'	\$30,147.14
422621176014	7110	70'	\$30,147.14
422621176015	7111	70'	\$30,147.14
422621176016	7112	70'	\$30,147.14
422621176017	7113	70'	\$30,147.14
422621176018	7115	70'	\$30,147.14
422621176019	7115	70'	\$30,147.14
422621176020	7116	70'	\$30,147.14
422621176021	7117	70'	\$30,147.14
422621176022	7118	70'	\$30,147.14
422621176023	7119	70'	\$30,147.14
422621176024	7120	70'	\$30,147.14
422621176025	7121	52'	\$27,033.21
422621176026	7122	52'	\$27,033.21
422621176027	7123	52'	\$27,033.21
422621176028	7124	52'	\$27,033.21
422621176029	7125	52'	\$27,033.21
422621176030	7126	52'	\$27,033.21
422621176031	7127	52'	\$27,033.21
422621176032	7128	70'	\$30,147.14
422621176033	7129	70'	\$30,147.14
422621176034	7130	70'	\$30,147.14
422621176035	7131	70'	\$30,147.14
422621176036	7132	70'	\$30,147.14
422621176037	7133	70'	\$30,147.14
422621176038	7134	70'	\$30,147.14
422621176039	7135	70'	\$30,147.14
422621176040	7136	70'	\$30,147.14
422621200001	6989	70'	\$30,147.14
422621200002	6990	70'	\$30,147.14
422621200253	6991	70'	\$30,147.14
422621200254	6992	70'	\$30,147.14
422621200255	6993	70'	\$30,147.14
422621200256	6994	70'	\$30,147.14
422621200257	6995	70'	\$30,147.14

			Series 2024
			Bond
Parcel ID	Lot Number	Product Type	Assessments
422621200258	6996	70'	\$30,147.14
422621200259	6997	70'	\$30,147.14
422621200260	6998	70'	\$30,147.14
422621200261	7066	52'	\$27,033.21
422621200262	7067	52'	\$27,033.21
422621200263	7068	52'	\$27,033.21
422621200264	7069	52'	\$27,033.21
422621200265	7070	52'	\$27,033.21
422621200266	7071	52'	\$27,033.21
422621200267	7072	52'	\$27,033.21
422621200268	7073	52'	\$27,033.21
422621200269	7074	52'	\$27,033.21
422621200270	7075	52'	\$27,033.21
422621200271	7076	52'	\$27,033.21
422621200272	7077	52'	\$27,033.21
422621200273	7078	52'	\$27,033.21
422621200274	7079	52'	\$27,033.21
422621200275	7080	52'	\$27,033.21
422621200276	7081	52'	\$27,033.21
422621200277	7082	52'	\$27,033.21
422621200278	7083	52'	\$27,033.21
422621200279	7084	52'	\$27,033.21
422621200280	7085	52'	\$27,033.21
422621200281	7086	52'	\$27,033.21
422621200282	7087	52'	\$27,033.21
422621200283	7088	52'	\$27,033.21
422621200284	7089	52'	\$27,033.21
422621200285	7090	52'	\$27,033.21
422621200286	7091	52'	\$27,033.21
422621200287	7092	52'	\$27,033.21
422621200288	7093	52'	\$27,033.21
422621200289	7094	52'	\$27,033.21
422621200290	7095	52'	\$27,033.21
422621200291	7096	52'	\$27,033.21
			•

Series 2024 Bond Assessments in the amount of \$3,017,400.57 are proposed to be levied on an equal pro-rata gross acre basis based on the planned development of 204 residential units within the Webbs Reserve Parcel on the land described as follows, which constitutes the unplatted portion of the Webbs Reserve Parcel portion of Series 2024 Bond Assessment Area:

		Series 2024 Bond
Parcel ID	Acres	Assessments
422622300015	118.63	\$2,623,720.81
422621100031	5.71	\$126,287.16
422621100018	3.83	\$84,707.50
422621100021	8.26	\$182,685.10



## APPENDIX E DISTRICT'S FINANCIAL STATEMENTS



# **Babcock Ranch Community Independent Special District**

**FINANCIAL STATEMENTS** 

**September 30, 2023** 

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### INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors Babcock Ranch Community Independent Special District Charlotte County, Florida

### **Report on the Audit of the Financial Statements**

### **Opinions**

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of Babcock Ranch Community Independent Special District (hereinafter referred to as "District"), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the District as of September 30, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinions**

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. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### **Emphasis of Matter**

As discussed in Note 2 to the financial statements, the District implemented Governmental Accounting Standards Board Statement No. 96, Subscription-Based Information Technology Arrangements (SBITA), which is a change in accounting principle that addresses accounting and financial reporting for transactions that meet that definition. This affects the comparability of amounts reported for the 2022-23 fiscal year with amounts reported for the 2021-22 fiscal year. Our opinion is not modified with respect to this matter.

Carr, Riggs & Ingram, LLC Certified Public Accountants 500 Grand Boulevard Suite 210 Miramar Beach, Florida 32550

(850) 837-3141 (850) 654-4619 (fax) CRIcpa.com

### Responsibilities of Management 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to
  fraud or error, and design and perform audit procedures responsive to those risks. Such procedures
  include examining, on a test basis, evidence regarding the amounts and disclosures in the financial
  statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit
  procedures that are appropriate in the circumstances, but not for the purpose of expressing an
  opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is
  expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, amount other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### **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, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, 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.

### **Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of state financial assistance, as required by Chapter 10.650, Rules of the Auditor General of the State of Florida, is presented for purposes of additional analysis as required by the Florida Single Audit Act and is also not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

### Other Reporting Required by Government Auditing Standards

Can, Rigge & Ingram, L.L.C.

In accordance with *Government Auditing Standards*, we have also issued our report dated June 28, 2024, on our consideration of the District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and 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.

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida June 28, 2024



## Babcock Ranch Community Independent Special District Management's Discussion and Analysis

Our discussion and analysis of the Babcock Ranch Community Independent Special District's financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2023. Please read it in conjunction with the District's financial statements, which begin on page 11.

### **FINANCIAL HIGHLIGHTS**

- At September 30, 2023, the assets of the District as a whole exceeded its liabilities and deferred inflows of resources by approximately \$19.4 million. For the governmental activities at September 30, 2023, the assets of the District exceed its liabilities and deferred inflows of resources by approximately \$38.1 million. For the business-type activities at September 30, 2023, the liabilities and deferred inflows of resources of the District exceed its assets by approximately \$18.6 million (deficit) within the business-type activities.
- During the fiscal year ended September 30, 2023, the District received loan proceeds of \$3.5 million and made draws on the SIB loan totaling approximately \$4.8 million.
- During the fiscal year ended September 30, 2023, the District paid approximately \$7.2 million of
  interest expenditures, repaid approximately \$2.3 million of outstanding long-term principal and
  incurred approximately \$41.7 million of capital outlay expenditures related to work in progress
  on the infrastructure project.
- During the fiscal year ended September 30, 2023, the District incurred grant costs of approximately \$4.1 million related to a state-funded agreement with the Florida Department of Transportation to widen and reconstruct State Road 31 in Lee and Charlotte Counties.

### **USING THE ANNUAL REPORT**

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities on pages 11 – 12 provide information about the activities of the District as a whole and present a longer-term view of the District's finances. Fund financial statements start on page 13. For governmental activities, these statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the District's most significant funds.

### Reporting the District as a Whole

Our analysis of the District as a whole begins on page 6. One of the most important questions asked about the District's finances is, "Is the District as a whole better off or worse off as a result of the year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer this question. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to the accounting

## Babcock Ranch Community Independent Special District Management's Discussion and Analysis

used by most private-sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and related changes during the current year. You can think of the Districts' net position – the difference between assets and liabilities – as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position is one indicator of whether its financial health is improving or deteriorating. You will need to consider other nonfinancial factors; however, such as changes in the District's assessment base and the condition of the District's infrastructure, to assess the overall health of the District.

In the Statement of Net Position and the Statement of Activities, we divide the District into two kinds of activities:

- Governmental activities Most of the District's services are reported here, including general
  administration, operations and maintenance. Owner assessments finance most of these
  activities.
- Business-type activities The District charges a fee to members and other users to help cover
  the costs associated with the operations of the water, sewer and irrigation utilities, and solid
  waste disposal.

### Reporting the District's Most Significant Funds

Our analysis of the District's major funds begins on page 7. The fund financial statements begin on page 13 and provide detailed information about the most significant funds — not the District as a whole. Some funds are required to be established by State law and by bond covenants. The District's funds are comprised of governmental fund-types and proprietary (business-type) funds.

- Governmental funds Most of the District's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. The governmental fund statements provide a detailed short-term view of the District's general government operations and the basic services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs.
- Proprietary funds When the District charges customers for the services it provides, these
  services are generally reported in proprietary funds. Proprietary funds are reported in the same
  way that all activities are reported in the Statement of Net Position and the Statement of
  Activities. In fact, the District's enterprise fund, a type of proprietary fund, is the same as the
  business-type activities we report in the government wide statements but provides more detail
  and additional information, such as cash flows.

#### THE DISTRICT AS A WHOLE

The following table reflects the condensed Statement of Net Position and is compared to the prior year (in thousands).

	Governr Activ		Business-type Activities			Total Primary Government	
September 30,	2023	2022	2023		2022	2023	2022
Assets							
Current and other assets	\$ 68,367	\$103,850	\$ 3,613	\$	2,022	\$ 71,980	\$105,872
Capital assets, net	150,232	108,328	-		-	150,232	108,328
Total assets	\$ 218,599	\$212,178	\$ 3,613	\$	2,022	\$222,212	\$214,200
Liabilities							
Current liabilities	\$ 12,261	\$ 17,596	\$ 22,171	\$	14,475	\$ 34,432	\$ 32,071
Other liabilities	165,238	159,011	-		-	165,238	159,011
Total liabilities	177,499	176,607	22,171		14,475	199,670	191,082
Deferred inflows of resources							
Deferred inflows related to leases	2,384	2,409	-		-	2,384	2,409
Deferred inflows of resources	617	516	86		57	703	573
Total deferred inflows of resources	3,001	2,925	86		57	3,087	2,982
Net position							
Net investment in capital assets	41,944	34,603	-		-	41,944	34,603
Restricted for:							
Debt service	2,183	-	-		-	2,183	-
Capital projects	3	-	-		-	3	-
Unrestricted (deficit)	(6,031)	(1,957)	(18,644)	(	12,510)	(24,675)	(14,467)
Total net position (deficit)	38,099	32,646	(18,644)	(	12,510)	19,455	20,136
Total liabilities, deferred inflows of resources and net							
position	\$ 218,599	\$212,178	\$ 3,613	\$	2,022	\$222,212	\$214,200

For more detailed information, see the accompanying Statement of Net Position.

During the fiscal year ended September 30, 2023, total assets and liabilities increased by approximately \$8.0 million and \$8.6 million, respectively, over the prior fiscal year. The increase in assets and liabilities is primarily due to the continued infrastructure construction during the fiscal year and issuance of the Series 2023 Note Payable as well as draws made on the SIB Loan.

The following schedule compares the Statement of Activities for the current and previous fiscal year (in thousands).

	Governr Activ		Busine: Activ			rimary nment
For the year ended September 30,	2023	2022	2023	2022	2023	2022
Revenue:						
Program revenue:						
Charges for services	\$ 9,215	\$ 5,928	\$ 14,161	\$ 12,128	\$ 23,376	\$ 18,056
Grants and contributions	10,275	25,235	-	-	10,275	25,235
General revenue:						
Cost sharing and other revenue	 1,550	1,178	-	-	1,550	1,178
Total revenue	21,040	32,341	14,161	12,128	35,201	44,469
Expenses:						
General government	2,114	2,185	-	-	2,114	2,185
Maintenance and operations	6,399	3,462	-	-	6,399	3,462
Utilities	-	-	19,250	15,402	19,250	15,402
Solid waste	-	-	1,045	849	1,045	849
Bond issue costs	35	1,190	-	-	35	1,190
Unallocated amortization	108	-	-	-	108	-
Interest	 7,188	4,972	-	-	7,188	4,972
Total expenses	15,844	11,809	20,295	16,251	36,139	28,060
Change in net position	5,196	20,532	(6,134)	(4,123)	(938)	16,409
Net position (deficit), beginning	32,646	12,114	(12,510)	(8,387)	20,136	3,727
Change in accounting principle (see Note 2)	257	-	-	-	257	-
Net position (deficit), beginning as restated	32,903	12,114	(12,510)	(8,387)	20,393	3,727
Net position (deficit), ending	\$ 38,099	\$ 32,646	\$ (18,644)	\$(12,510)	\$ 19,455	\$ 20,136

For more detailed information, see the accompanying Statement of Activities. Beginning net position has been restated effective October 1, 2022 as result of the adoption of an accounting principle change for a right-to-use subscription asset and related liability. See Note 2 for additional information.

Revenue decreased by approximately \$9.3 million from the prior year while expenses increased by approximately \$8.1 million over the prior year. The decrease in revenue is primarily due to the decrease in developer contributions, grant revenues, and prepayment revenues for the SIB lot closings received in the prior year. The increase in government activity and business-type expense is due to accrual of interest expense and increased utility costs, respectively. The overall result was an approximately \$938,000 decrease in net position for fiscal year 2023.

#### THE DISTRICT'S FUNDS

#### **Governmental Funds**

As the District completed the year, its governmental funds (as presented in the balance sheet on page 13) reported a combined fund balance of approximately \$55.6 million, which is a decrease of approximately \$30.3 million from last year's balance of approximately \$85.9 million. Significant transactions are discussed below.

- During the fiscal year ended September 30, 2023, the District received loan proceeds of \$3.5 million and made draws on the SIB loan totaling approximately \$4.8 million.
- During the fiscal year ended September 30, 2023, the District paid approximately \$7.2 million of interest expenditures, repaid approximately \$2.3 million of outstanding long-term principal and incurred approximately \$41.7 million of capital outlay expenditures related to work in progress on the infrastructure project.
- During the fiscal year ended September 30, 2023, the District incurred grant costs of approximately \$4.1 million related to a state-funded agreement with the Florida Department of Transportation to widen and reconstruct State Road 31 in Lee and Charlotte Counties.

#### **Proprietary Fund**

The District's proprietary fund provides the same type of information found in the business-type activities column of the government-wide financial statements, but in more detail. Significant transactions are discussed below.

• During the year ended September 30, 2023, the District incurred approximately \$19.3 million and \$1 million of water, sewer and irrigation utilities and solid waste expenditures, respectively.

#### **CAPITAL ASSET AND DEBT ADMINISTRATION**

#### Capital Assets

At September 30, 2023, the District had approximately \$150 million invested in capital assets. This amount represents a net increase of approximately \$42 million over the fiscal year 2022 total. A listing of capital assets by major category for the current and prior year follows (in thousands).

	Governmental Activities			Business-type Activities				Total Primary Government			
September 30,		2023		2	023	2022		2023	2022		
Right-to-use subscription assets, net	\$	325	\$ -	\$	-	\$	-	\$ 325	\$ -		
Capital assets not being depreciated		133,841	108,328		-		-	133,841	108,328		
Capital assets being depreciated		16,066	-		-		-	16,066			
Net capital assets	\$	5 150,232 \$108,32		\$	-	\$	-	\$150,232	\$108,328		

More information about the District's capital assets is presented in Note 5 to the financial statements.

#### Debt

At September 30, 2023, the District had approximately \$163.9 million in long-term debt outstanding. This amount represents a net increase of approximately \$6.1 million over the fiscal year 2022 total. A listing of debt amount outstanding for the current and prior year is as follows (in thousands):

	Governmental Activities			Business Activit	• •	Total Primary Government			
September 30,	2023	2022		2023	2022	2023	2022		
Series 2015	\$ 17,685	\$ 18,095	\$	- 5		\$ 17,685	\$ 18,095		
Series 2018	1,935	1,970		-	-	1,935	1,970		
Series 2018 Assessment Area 2B	3,550	3,615		-	-	3,550	3,615		
Series 2018 Assessment Area 3A	11,835	12,025		-	-	11,835	12,025		
Series 2018 Assessment Area 4	3,015	3,095				3,015	3,095		
Series 2020 Assessment Area 2C	4,945	5,045		-	-	4,945	5,045		
Series 2020 Assessment Area 3A	8,060	8,235		-	-	8,060	8,235		
Series 2020 Assessment Area 3B	2,445	2,495		-	-	2,445	2,495		
Series 2021	21,420	21,870		-	-	21,420	21,870		
Series 2022	80,515	80,515		-	-	80,515	80,515		
SIB Loan payable	5,013	854		-	-	5,013	854		
Note Series 2203A and B	3,500	-		-	-	3,500			
	\$ 163,918	\$ 157,814	\$	- \$	-	\$ 163,918	\$ 157,814		

More information about the District's long-term debt is presented in Note 7 to the financial statements.

#### **GOVERNMENTAL FUNDS BUDGETARY HIGHLIGHTS**

An Operating budget was established by the governing board for the District pursuant to the requirements of Florida Statutes. The budget to actual comparison for the general fund, including the original budget and final adopted budget, is shown at page 42.

The District experienced an unfavorable variance of \$513,368 in revenue and a favorable variance of \$575,142 in expenditures as compared to the budget. The variance in revenue resulted primarily from the District needing less developer contributions than budgeted to fund the deficit in the current year and the District receiving less prepaid lot assessments than budgeted. The variance in expenditures is primarily due to anticipated maintenance expenditures that were not incurred during fiscal year 2023.

#### **FUTURE FINANCIAL FACTORS**

Babcock Ranch Community Independent Special District is an independent special district that operates under the provisions of Chapter 189, Florida Statutes, pursuant to Chapter 2007-306 Babcock Ranch Community Independent Special District Act. The District operates under an elected Board of Supervisors, which establishes policy and sets assessment rates. Assessment rates for fiscal year 2024 were established to provide for the operations of the District as well as the necessary debt service requirements.

#### **CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT**

This financial report is designed to provide a general overview of the District's finances. If you have questions about this report or need additional financial information, contact the Babcock Ranch Community Independent Special District's management company, Wrathell, Hunt & Associates, LLC, at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.



# Babcock Ranch Community Independent Special District Statement of Net Position

September 30, 2023

	2023					
	Go	Governmental Business-type				
		Activities		Activities		Total
Assets						
Cash and cash equivalents	\$	8,736,813	\$	2,422,544	\$	11,159,357
Investments		53,027,016		-		53,027,016
Accounts receivable		188,300		990,796		1,179,096
Internal balances		(12,648)		12,648		-
Prepaid expenses		15,764		186,499		202,263
Deposits		2,155		-		2,155
Other prepaid assets		4,025,772		-		4,025,772
Lease receivable		2,383,544		-		2,383,544
Capital assets:						
Right-to-use subscription assets, net		325,499		-		325,499
Not being depreciated		133,840,624		-		133,840,624
Depreciable, net		16,066,479		-		16,066,479
Total assets		218,599,318		3,612,487		222,211,805
Liabilities						
Accounts payable		2,614,967		201,299		2,816,266
Accrued interest payable		2,971,084		-		2,971,084
Accrued contracts payable		2,109,742		-		2,109,742
Accrued lease expenses		-		21,697,185		21,697,185
Subscription liability		122,357		-		122,357
Retainage payable		3,944,834		-		3,944,834
Deposits payable		-		272,279		272,279
Due to developer		356,328		-		356,328
Due to other government		264,392		-		264,392
Non-current liabilities:						
Developer advances		1,200,000		-		1,200,000
Bonds payable - due within one year		2,815,000		-		2,815,000
Bonds payable - due in more than one year		156,088,519		-		156,088,519
Loan payable - due in more than one year		5,012,594		-		5,012,594
Total liabilities		177,499,817		22,170,763		199,670,580
Deferred inflow of resources						
Deferred inflows related to leases		2,383,535		-		2,383,535
Deferred revenue		616,998		85,845		702,843
Total deferred inflow of resources		3,000,533		85,845		3,086,378
Net position (deficit)						
Net investment in capital assets		41,944,349		-		41,944,349
Restricted for:		,= : :,= :0				, ,
Debt service		2,182,771		-		2,182,771
Capital projects		3,193		_		3,193
Unrestricted		(6,031,345)		(18,644,121)		(24,675,466)
Total net position (deficit)	\$	38,098,968	\$	(18,644,121)	\$	19,454,847

# Babcock Ranch Community Independent Special District Statement of Activities

For the	year	ended	September	· 30,
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			Progr	am Revenue		Net (Expense) Revenue a Changes in Net Position			
Functions/Programs	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities		Total	
Primary government:									
Governmental activities:									
General government	\$ (2,114,281)	. ,		•	\$ (740,333	•	- \$	(740,333)	
Maintenance and operations	(6,398,827)	1,587,275	2,570,953	3,875,401	1,634,802		-	1,634,802	
Cost of issuance	(34,675)	-	-	-	(34,675	5)	-	(34,675)	
Unallocated amortization	(108,492)	-	-	-	(108,492	<u>2)</u>	-	(108,492)	
Interest	(7,187,930)	7,102,778	413,668	2,565,459	2,893,975		-	2,893,975	
Total governmental activities	(15,844,205)	9,214,515	3,834,107	6,440,860	3,645,27	7	-	3,645,277	
Business-type activities:									
Utilities	(19,250,085)	13,316,575	-	-		- (5,933,510	))	(5,933,510)	
Solid waste	(1,045,110)	844,877	-	-		- (200,233	3)	(200,233)	
Total business-type activities	(20,295,195)	14,161,452	-	-		- (6,133,743	3)	(6,133,743)	
Total primary government	\$ (36,139,400)	\$ 23,375,967	\$ 3,834,107	\$ 6,440,860	3,645,27	7 (6,133,743	3)	(2,488,466)	
	General revenue  Cost sharing ar	-	ıe		1,550,672	<u>.</u>	-	1,550,672	
	Total general	revenue			1,550,672	<u>)</u> .	-	1,550,672	
	Change in net po	sition			5,195,949	(6,133,743	3)	(937,794)	
	Net position (def			riously reported	32,645,616 257,403	. , ,	3)	20,135,238 257,403	
	Net position (def	ficit) - end of ye	ear		\$ 38,098,968	3 \$ (18,644,121	L) \$	19,454,847	

# Babcock Ranch Community Independent Special District Balance Sheet – Governmental Funds

4,025,732

40,025,969

44,051,701

15,736,571

40,025,969

55,648,172

(77,690) \$ 66,522,538

(113,920)

(18,367)

September 30,					2023				
									Total
					Capital			G	overnmental
	General	Dek	ot Service		Projects	N	onmajor		Funds
Assets									
Cash and cash equivalents	\$ 2,022,502	\$ 2	2,597,937	\$	4,116,374	\$	-	\$	8,736,813
Investments	-	g	9,072,452		43,954,564		-		53,027,016
Accounts receivable	89,914		111,840		-		-		201,754
Due from developer	-		512,950		-		314		513,264
Deposits	2,155		-		-		40		2,195
Prepaid expenses	15,764		-		-		-		15,764
Other prepaid assets	-		-		4,025,732		-		4,025,732
Due from other funds	78,044		-		-		(78,044)		-
Total assets	\$ 2,208,379	\$ 12	2,295,179	\$	52,096,670	\$	(77,690)	\$	66,522,538
Liabilities, Deferred Inflows of									
Resources and Fund Balances									
Liabilities									
Accounts payable	\$ 1,056,702	\$	-	\$	1,520,853	\$	36,230	\$	2,613,785
Retainage payable	-		-		3,944,834		-		3,944,834
Contracts payable	-		-		2,109,742		_		2,109,742
Developer advance	200,000		-		-		-		200,000
Due to developer	414,688		-		469,540		-		884,228
Due to other governments	264,392		-		-		-		264,392
Due to proprietary funds	12,648		-		-		-		12,648
Total liabilities	1,948,430		-		8,044,969		36,230		10,029,629
Deferred inflows of resources									
Deferred revenue	260,397		584,340		_		-		844,737
Total deferred inflows of resources	260,397		584,340		-		-		844,737
Fund balance (Deficit)		_		_					
Nonspendable	17,919		-		-		-		17,919

11,710,839

11,710,839

\$ 2,208,379 \$ 12,295,179 \$ 52,096,670 \$

(18, 367)

(448)

Restricted for debt service

Unassigned

Restricted for capital projects

Total fund balance (deficit)

Total liabilities, deferred inflows of resources and fund balance (deficit)

# Babcock Ranch Community Independent Special District Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position

September 30,		2023
Total fund balances, governmental funds	\$	55,648,172
Capital assets, subscription assets, and deposits on capital improvements used in governmental activities are not financial resources and therefore are not reported in the fund financial statements.		150,232,602
Lease receivables in governmental activities are not current financial resources and therefore are not reported in the fund financial statements.		2,383,544
Liabilities not due and payable from current resources, including accrued interest, are not reported in the fund level statements.	(	(168,009,554)
Revenue reported in the Statement of Activities that was not collected within 90 days of the current year-end was deferred in the fund financial statements.		844,737
Deferred inflows related to leases and deferred revenue will not be collected within 90 days after the close of the District's fiscal year-end and are not considered as "available" revenue in the governmental funds and, therefore, are		
reported as deferred inflows of resources.		(3,000,533)
Total net position - governmental activities	\$	38,098,968

# Babcock Ranch Community Independent Special District Statement of Revenue, Expenditures and Changes in Fund Balances – Governmental Funds

For the year ended September 30,			2023		
					Total
			Capital		Governmental
	General	Debt Service	Projects	Nonmajor	Funds
Revenue					
Assessments	\$ 2,111,737	\$ 7,102,778	\$ -	\$ -	\$ 9,214,515
Developer contributions	3,420,439	-	3,759,016	-	7,179,455
Cost sharing and other revenue	1,243,626	-	-	322,653	1,566,279
Interest	-	380,518	2,565,459	-	2,945,977
Prepayment revenue	-	17,534	116,385	-	133,919
Total revenue	6,775,802	7,500,830	6,440,860	322,653	21,040,145
Expenditures					
Current:					
	2 025 104			00 177	2 114 201
General government	2,025,104	-	-	89,177	2,114,281
Maintenance and operations	4,614,138	-	-	442,182	5,056,320
Capital outlay	-	-	41,579,285	-	41,579,285
Debt service:					
Bond issue costs	28,750	5,925	-	-	34,675
Developer repayment	-	-	1,342,507		1,342,507
Principal	54,231	1,555,000	702,955	-	2,312,186
Interest	7,991	7,239,994	-	-	7,247,985
Total expenditures	6,730,214	8,800,919	43,624,747	531,359	59,687,239
Excess (deficit) of revenue over					
expenditures	45,588	(1,300,089)	(37,183,887)	(208,706)	(38,647,094)
Other Financing Sources (Uses)					
Debt proceeds	49.750		0 212 500		0 261 240
Interfund transfers-in	48,750	-	8,312,590	04.706	8,361,340
	(04.706)	-	-	94,786	94,786
Interfund transfers-out	(94,786)	-	<u>-</u>		(94,786)
Total other financing sources	(46.026)		0.242.500	04.706	0.264.240
(uses)	(46,036)	-	8,312,590	94,786	8,361,340
Net change in fund balances	(448)	(1,300,089)	(28,871,297)	(113,920)	(30,285,754)
Fund balance, beginning of year	-	13,010,928	72,922,998	-	85,933,926

(448) \$ 11,710,839 \$ 44,051,701 \$ (113,920) \$ 55,648,172

Fund balance (deficit), end of year \$

# Babcock Ranch Community Independent Special District Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities

For the year ended September 30,		2023
Net change in fund balances - governmental funds	\$ (	30,285,754)
Capital outlay, reported as expenditures in the governmental funds, is shown as capital assets on the Statement of Net Position.		41,579,285
Governmental funds report principal payments on bonds when debt is paid, whereas these payments are eliminated in the Statement of Activities and recognized as a decrease in bonds payable in the Statement of Net Position.		2,312,186
Amortization of original issue discounts and premiums and subscription asset are not recognized in the governmental fund statements but are reported as an expense in the Statement of Activities.		(110,061)
The change in accrued interest between the current and prior year is recorded on the Statement of Activities but not on the fund financial statements.		61,624
Bond proceeds and original issue premium which are reported as other financing sources in the governmental funds are recognized as long-term liabilities in the Statement of Net Assets.		(8,361,340)
Certain revenue recognized on the accrual basis in the government wide financial statements are recorded on the modified accrual basis in a different year for governmental fund financial statements.		9
Change in net position of governmental activities	\$	5,195,949

# Babcock Ranch Community Independent Special District Statement of Net Position – Proprietary Fund

September 30, 2023

	Enterprise Funds						
		Utilities	S	olid Waste		Total	
Assets							
Cash and cash equivalents	\$	2,340,891	\$	81,653	\$	2,422,544	
Accounts receivable		953,512		37,284		990,796	
Due from governmental funds		17,896		-		17,896	
Prepaid expenditures		186,499		-		186,499	
Total assets		3,498,798		118,937		3,617,735	
Liabilities							
Liabilities							
Accounts payable		200,210		1,089		201,299	
Accrued lease expenses		20,367,395		1,329,790		21,697,185	
Deposits payable		272,279		-		272,279	
Due to governmental funds		-		5,248		5,248	
Total liabilities		20,839,884		1,336,127		22,176,011	
Deferred inflows of resources							
Deferred revenue		85,845		-		85,845	
Total deferred inflows of resources		85,845		-		85,845	
Net Position (Deficit)							
Unrestricted		(17,426,931)		(1,217,190)		(18,644,121)	
Total net position (deficit)		(17,426,931)		(1,217,190)		(18,644,121)	
Total liabilities and fund balance	\$	3,498,798	\$	118,937	\$	3,617,735	

# Babcock Ranch Community Independent Special District Statement of Revenues, Expenses and Changes in Net Position – Proprietary Fund

For the year ended September 30,	2023						
		Enterprise Funds					
		Utilities	Solid Waste	Total			
Revenue							
Charges for services:							
Water, sewer and irrigation utilities	\$	5,043,803	\$ -	\$ 5,043,803			
Water, sewer and							
irrigation connection fees		8,272,772	-	8,272,772			
Solid waste		-	844,877	844,877			
Total revenue		13,316,575	844,877	14,161,452			
				_			
Operating expenses							
Administrative and other		245,823	28,654	274,477			
Water, sewer and irrigation utilities		19,004,262	-	19,004,262			
Solid waste		-	1,016,456	1,016,456			
Total operating expenses		19,250,085	1,045,110	20,295,195			
				_			
Operating income (loss)		(5,933,510)	(200,233)	(6,133,743)			
Net position (deficit), beginning of year		(11,493,421)	(1,016,957)	(12,510,378)			
Net position (deficit), end of year	\$	(17,426,931)	\$ (1,217,190)	\$ (18,644,121)			

# Babcock Ranch Community Independent Special District Statement of Cash Flows – Proprietary Fund

For the year ended September 30, 2023 **Enterprise Fund Utilities Solid Waste** Total **Cash flows from operating activities** \$ 13,091,114 \$ Receipts from customers \$ 13,945,457 854,343 130,113 Receipts from internal services provided 130,113 Payments to suppliers (11,818,539)(794,561)(12,613,100)Net cash provided by operating activities 1,402,688 59,782 1,462,470 Cash flows from non-capital financing activities Net transfers from governmental funds (525)(525) Net cash provided (used) by non-capital financing activities (525)(525)Net increase in cash and cash equivalents 1,402,163 59,782 1,461,945 Cash and cash equivalents, beginning of year 938,728 21,871 960,599 Cash and cash equivalents, end of year 2,340,891 \$ 2,422,544 81,653 \$

(continued)

# Babcock Ranch Community Independent Special District Statement of Cash Flows – Proprietary Fund (Continued)

For the year ended September 30,	2023									
		Enterprise Fund								
	Utilities	Solid Waste	Total							
Reconciliation of operating income (loss) to net cash										
provided by operating activities:										
	\$ (5,933,510)	\$ (200,233)	\$ (6,133,743)							
Adjustments to reconcile operating income (loss) to										
net cash provided by operating activities:										
Change in operating assets and liabilities:										
Accounts receivable	(121,404)	(4,757)	(126,161)							
Due from other enterprise funds	-	703	703							
Due from governmental funds	30,588	-	30,588							
Prepaid expenses	(59,343)	21,656	(37,687)							
Accounts payable	158,337	208	158,545							
Accrued lease expenses	7,302,667	237,680	7,540,347							
Deposits payable	(2,707)	-	(2,707)							
Due to other enterprise funds	(703)	-	(703)							
Due to governmental funds	-	4,525	4,525							
Deferred revenue	28,763	-	28,763							
	4									
Net cash provided by operating activities	\$ 1,402,688	\$ 59,782	\$ 1,462,470							

#### **NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

#### Nature of the Organization

The Babcock Ranch Community Independent Special District (the "District") was established on June 27, 2007 pursuant to Chapter 189, Florida Statutes, by Ch. 2007-306, Laws of Florida. The District has among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and the power to levy ad valorem taxes and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by a Board of Supervisors ("the Board"), which is comprised of five members. The Supervisors are elected on an at large basis by the owners of the property within the District. Certain supervisors are affiliated with the Developer of the District, Babcock Property Holdings, LLC ("the Developer" or "BPH"). The Board of Supervisors of the District exercises all powers granted to the District pursuant to Chapter 189, Florida Statutes.

The Board has the final responsibility for:

- 1. Assessing 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.

In evaluating how to define the government, for financial reporting purposes, management has considered all potential component units. The decision to include or exclude a potential component unit in the reporting entity was made by applying the criteria set forth by Generally Accepted Accounting Principles (GAAP) as defined by the Governmental Accounting Standards Board (GASB). Based on the foregoing criteria, no potential component units were found.

The accounting policies of the District conform to GAAP as applicable to governments in accordance with those promulgated by GASB. The following is a summary of the more significant 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 the non-fiduciary activities of the primary government. Governmental activities, which normally are supported by assessments, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

#### **NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

The business-type activities are reported separately in government-wide financial statements. The Statement of Activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Other items not properly included as program revenues are reported as general revenues.

Separate financial statements are provided for governmental funds. Major individual governmental funds and enterprise funds are reported as separate columns in the fund financial statements.

#### Measurement Focus, Basis of Accounting and Basis of 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 the related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and other similar items are to be recognized as revenue as soon as all eligibility and timing requirements imposed by the provider have been met.

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 District considers revenues to be available if they are collected within 90 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments, including debt service assessments along with operation and maintenance assessments, are non-ad valorem special assessments imposed on all lands located within the District and benefited by the District's activities, operation and maintenance. Assessments are levied and certified for collection by the District prior to the start of the fiscal year which begins October 1st and ends on September 30th. Operation and maintenance special assessments are imposed upon all benefited lands located in the District. Debt service special assessments are imposed upon certain lots and lands as described in each resolution imposing the special assessment for each series of bonds issued by the District.

Assessments, Developer contributions and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

#### **NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

The District reports the following major governmental funds:

<u>General Fund</u> – The General Fund is the primary operating fund of the District. It is used to account for all financial resources except those required to be accounted for in other funds.

<u>Debt Service Fund</u> – 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.

<u>Capital Projects Fund</u> – The Capital Projects Fund accounts for the financial resources to be used in the acquisition or construction of major infrastructure within the District financed with the bonds previously issued or other means.

Proprietary funds are accounted for on the flow of economic resources measurement focus and use the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the District's enterprise funds are charges and assessments to customers for water, sewer and irrigation utilities and solid waste disposal services. Operating expenses for enterprise funds include the cost of sales and service, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Proprietary funds include the following enterprise fund type:

<u>Utilities Fund</u> – The Utilities Fund is used to account for the operations that provide water, sewer and irrigation utilities within the District.

<u>Solid Waste Fund</u> – The Solid Waste Fund is used to account for the operations that provide solid waste utilities within the District.

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 District's policy to use restricted resources first, then unrestricted resources as they are needed. When committed, assigned, or unassigned resources are available for use in the governmental fund financial statements, it is the government's policy to use committed resources first, followed by assigned resources, then unassigned resources as needed.

#### **Estimates**

The preparation of U.S. GAAP financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and changes therein, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

#### NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### Cash, Deposits and Investments

The District maintains deposits with "Qualified Public Depositories" as defined in Chapter 280, Florida Statutes. All Qualified Public Depositories must place with the Treasurer of the State of Florida securities in accordance with collateral requirements determined by the State's Chief Financial Officer. In the event of default by a Qualified Public Depository, the State Treasurer will pay public depositors all losses. Losses in excess of insurance and collateral will be paid through assessments between all Qualified Public Depositories.

Under this method, all the District's deposits are fully insured or collateralized at the highest level of security as defined by GASB, Statement Number 40, Deposits and Investment Disclosures (An Amendment of GASB, Statement Number 3).

The District is authorized to invest in financial instruments as established by Section 218.415, Florida Statutes. The authorized investments include among others direct obligations of the U.S Treasury; the Local Government Surplus Trust Funds as created by Section 218.405, Florida Statutes; SEC registered money market funds with the highest credit quality rating from a nationally recognized rating agency; and interest-bearing time deposits or savings accounts in authorized financial institutions.

#### Receivables

Accounts receivable - The water and sewer receivables are shown net of an allowance for uncollectible accounts. Since management considers all receivables to be collectible at September 30, 2023, no allowance has been established at this time.

Lease receivables - The District's lease receivables are measured at the present value of lease payments expected to be received during the lease term.

#### **Prepaid Expenses**

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

#### **Capital Assets**

Capital assets, which include primarily infrastructure assets (e.g., roads, sidewalks, water management systems, right-to-use subscription assets, and similar assets), are reported in the applicable governmental or business-type activities column in the government-wide financial statements. Capital assets are defined by the District as assets with an initial/individual costs of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical costs. Buildings are currently the only depreciable assets as the majority of infrastructure improvements are in construction in progress. Buildings are depreciated over a 30-year period.

#### **NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed. When completed and placed in service, property, plant and equipment of the primary government will be depreciated using the straight-line method over the estimated useful lives.

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.

#### **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 using the straight-line or effective interest method. Bonds payable are reported net of these premiums or discounts. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as current period expenses.

In the fund financial statements, governmental fund types recognize bond premiums and discounts during the current period. The face amount of the 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 current period expenditures.

#### **Deferred Outflows/Inflows of Resources**

In addition to assets, the Statement of Net Position and Balance Sheet – Governmental Funds will sometimes include 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. The District does not have any of this type of item at September 30, 2023.

In addition to liabilities, the accompanying Statement of Net Position and Balance Sheet – Governmental Funds 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. At September 30, 2023, the District has reported deferred revenue as a deferred inflow of resources. Deferred revenue in the governmental funds represents amounts to fund fiscal year 2023 expenditures, but not collected within 90 days of year-end. Deferred revenue in the business-type activities represents prepaid tap fees. The deferred inflows related to leases are associated with amounts owed to the District, as lessor, by an entity leasing the District's capital assets.

#### NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### Deferred Revenue

Deferred revenue recorded on the enterprise fund balance sheet represents amounts received before eligibility requirements are met.

#### Leases

Lease contracts that provide the District with control of a non-financial asset, such as land, buildings or equipment, for a period of time in excess of twelve months are reported as a leased asset with a related lease liability. For the year ended September 30, 2023, the District determined the lease/operating agreements held for utilities and solid waste require reimbursement on actual variable costs and therefore have not recognized a lease liability for future minimum payments.

#### **Fund Equity**

Net position in the government-wide financial statements represents the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources and is categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net assets related to infrastructure and property and equipment net of any related debt. Restricted net position represents the net position restricted by the District's bond covenants.

Governmental fund equity is classified as fund balance. Fund balance is further classified as nonspendable, restricted, committed, assigned or unassigned. Nonspendable fund balance cannot be spent because of its form. Restricted fund balance has limitations imposed by creditors, grantors, or contributors or by enabling legislation or constitutional provisions. Committed fund balance is a limitation imposed by the District board through approval of resolutions. Assigned fund balance is a limitation imposed by a designee of the District board. Unassigned fund balance in the General Fund is the net resources in excess of what can be properly classified in one of the above four categories. Negative unassigned fund balance in other governmental funds represents excess expenditures incurred over the amounts restricted, committed, or assigned to those purposes.

#### **Budgets**

The District is required to establish a budgetary system and an approved annual budget. Annual budgets are legally adopted on a basis consistent with GAAP for the General Fund. Any revision to the budget must be approved by the District Board. The budgets are compared to actual expenditures. In instances where budget appropriations and estimated revenues have been revised during the year, budget data presented in the financial statements represent final authorization amounts.

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. A public hearing is conducted to obtain 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.

#### **NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

E. Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America.

#### **Subsequent Events**

Management has evaluated subsequent events through the date of the financial statements were available to be issued, June 28, 2024, and determined there was one event that occurred requiring disclosure. See Note 14 for relevant disclosure. No subsequent events occurring after this date have been evaluated for inclusion in these financial statements.

#### **Recently Issued and Implemented Accounting Pronouncements**

In May 2019, the GASB issued Statement No. 91, *Conduit Debt Obligations*. The primary objectives of this statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement achieves those objectives by clarifying the existing definition of a conduit debt obligation; establishing that a conduit debt obligation is not a liability of the issuer; establishing standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations; and improving required note disclosures. There were no significant impacts of implementing this Statement.

In May 2020, the GASB issued Statement No. 93, Replacement of Interbank Offered Rates. The objectives of this Statement are to address financial reporting issues that result from the replacement of an Interbank Offered Rate (IBOR) by providing exceptions for certain hedging derivative instruments to the hedge accounting termination provisions when an IBOR is replaced as the reference rate of the hedging derivative instrument's variable payment and clarification of the hedge accounting termination provisions when a hedged item is amended to replace the reference rate; replacing LIBOR as an appropriate benchmark interest rate for the evaluation of the effectiveness of an interest rate swap with a Secured Overnight Financing Rate or the Effective Federal Funds Rate; and providing exceptions to the lease modifications guidance in Statement 87 for lease contracts that are amended solely to replace an IBOR used to determine variable payments. As of July 1, 2023, derivate instruments that hedge the interest rate risk of taxable debt and use an IBOR as a reference rate are no longer eligible for hedge accounting. There were no significant impacts of implementing this Statement.

In May 2020, the GASB issued GASB Statement No. 96, Subscription-Based Information Technology Arrangements. This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, Leases, as amended. The requirements of this Statement are effective for fiscal years beginning after June 15, 2022, and all reporting periods thereafter. Assets and liabilities resulting from SBITAs should be recognized and measured using the facts and

#### **NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

circumstances that existed at the beginning of the fiscal year in which this Statement is implemented. The District entered into a subscription based agreement during the year ended September 30, 2023 therefore the District has implemented the accounting standard. Additional information about the changes to the financial statements related to the implementation of this Statement can be found in Note 2.

The Governmental Accounting Standards Board has issued statements that will become effective in future years. These statements are as follows:

GASB Statement No. 100, Accounting Changes and Error Corrections, This Statement establishes accounting and financial reporting requirements for (a) accounting changes and (b) the correction of an error in previously issued financial statements (error correction). This Statement defines accounting changes as changes in accounting principles, changes in accounting estimates, and changes to or within the financial reporting entity and describes the transactions or other events that constitute those changes. This Statement prescribes the accounting and financial reporting for (1) each type of accounting change and (2) error corrections. This Statement requires that (a) changes in accounting principles and error corrections be reported retroactively by restating prior periods, (b) changes to or within the financial reporting entity be reported by adjusting beginning balances of the current period, and (c) changes in accounting estimates be reported prospectively by recognizing the change in the current period. This Statement requires disclosure in notes to financial statements of descriptive information about accounting changes and error corrections, such as their nature. In addition, information about the quantitative effects on beginning balances of each accounting change and error correction should be disclosed by reporting unit in a tabular format to reconcile beginning balances as previously reported to beginning balances as restated. Furthermore, this Statement addresses how information that is affected by a change in accounting principle or error correction should be presented in required supplementary information (RSI) and supplementary information (SI). The requirements of this Statement are effective for accounting changes and error corrections made in fiscal years beginning after June 15, 2023, and all reporting periods thereafter.

GASB Statement No. 101, Compensated Absences, The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. The requirements of this Statement are effective for fiscal years beginning after December 15, 2023, and all reporting periods thereafter.

The District is evaluating the requirements of the above statements and the impact on reporting.

#### **NOTE 2: CHANGE IN ACCOUNTING PRINCIPLE**

<u>Governmental Accounting Standards Board Statement No. 96</u>: In fiscal year 2023, the District implemented GASB Statement No. 96, <u>Subscription-Based Information Technology Arrangements</u>. In accordance with generally accepted accounting principles, the implementation of this Statement for the District requires the restatement of the September 30, 2022 net position to record the cumulative effect of recording right-to-use subscription assets less accumulated amortization, net of the respective subscription liabilities as of September 30, 2022.

			В	Susiness-type Activities/	
	Governmental			Enterprise	
	Activities			Fund	Total
Net position (deficit), September 30, 2022	۴	22.645.646	۲	(12 510 270)	ć 20 42F 220
as previously reported Right-to-use subscription assets	\$	32,645,616	Þ	(12,510,378)	\$ 20,135,238 433,991
Subscription liabilities	433,991 (176,588)		-	(176,588)	
Net position (deficit), September 30, 2022		22 002 040	_	(42.540.270)	¢ 20 202 644
as restated	\$	32,903,019	Ş	(12,510,378)	\$ 20,392,641

#### **NOTE 3: INVESTMENTS**

All investments held at September 30, 2023 consist of money market funds in which shares are owned in the fund rather than the underlying investments. In accordance with GASB 72, *Fair Value Measurement and Application*, these amounts are reported at amortized cost.

The following is a summary of the District's investments:

			Weighted	
September 30,	2023	Credit Risk	Average Maturities	
Short-term Money Market Funds	\$ 53,027,016	S&P AAAm	47 days	

Custodial credit risk – For an investment, custodial credit risk is the risk that the District will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The District has no formal policy for custodial risk. At September 30, 2023, none of the investments listed above are exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form.

Concentration risk – The District's investment policy requires diversification but does not specify limits on types of investments.

#### **NOTE 3: INVESTMENTS (Continued)**

Interest rate risk – The District does not have a formal policy for addressing interest rate risk; however, investments are made with discretion, to seek reasonable returns, preserve capital, and in general, avoid speculative investments. The District manages its exposure to declines in fair values from interest rate changes by reviewing the portfolio on an ongoing basis for changes in effective yield amounts.

Credit risk — Section I50: Investments of the GASB Codification requires that governments provide information about credit risk associated with their investments by disclosing the credit rating of investments in debt securities as described by nationally recognized statistical rating organizations. The District's investment policy limit investments to securities with specific ranking criteria.

#### **NOTE 4: RECEIVABLES**

#### **Accounts Receivable**

For the Wastewater and Sewer Utility System and Solid Waste System Funds operating revenues are generally recognized on the basis of cycle billings rendered monthly. The amount of services delivered for the period from the last billing date to September 30, 2023 (unbilled receivable), is estimated and accrued at year end. The District deems all amounts collectable therefore an allowance for doubtful accounts is not necessary. If payments are not received from customers, services are shut off and deposits are applied against negative balances.

#### Lease Receivable

The District leases a storm shelter to Babcock Neighborhood School (an unrelated party). The real property is used by the lessee for school and gymnasium use. Effective October 1, 2022, the District implemented the provisions of GASB Statement No. 87, which established a single model for lease accounting based on the principle that leases represent a financing of the right to use an asset, therefore eliminating the operating vs. capital lease classifications. The District's lease receivable is measured at the present value of lease payments expected to be received during the lease term, including options reasonably certain to be exercised. The lease term is perpetual, however management anticipates 30 years for the lease term commencing in 2022. The discount rate used to calculate present value of the lease payments is 2.75%, which is the District's incremental borrowing rate for bonds in 2022. The lease also contains a CPI inflation factor requiring annual incremental increases of a minimum 2% and maximum 5% depending on CPI for the year. For present value calculations, the minimum required 2% increase is included in the lease liability. Variations from the 2% minimum increase will be recognized through changes in inflows of resources in the period the increase occurs.

The lease also requires variable lease payments from the lessee for shared maintenance costs. The District recognized shared maintenance lease revenue totaling \$18,405 and base lease revenue of \$15,200 for total lease revenue of \$33,605. The total inflows of resources for the base lease amounts recognized and reflected in the financial statements were as follows:

#### **NOTE 4: RECEIVABLES (Continued)**

September 30, 2023

Principal	\$ 9,680
Interest	5,520
Total	\$ 15,200

Future principal and interest lease income payments (excluding variable maintenance fees) as of September 30, 2023 are as follows:

Fiscal year ending September 30,	Principal		Interest	Total		
2024	\$	27,891	\$ 65,134	\$	93,025	
2025		30,557	64,327		94,884	
2026		33,336	63,446		96,782	
2027		36,232	62,486		98,718	
2028		39,247	61,445		100,692	
2029-2033		245,970	288,517		534,487	
2034-2038		341,914	248,202		590,116	
2039-2043		458,559	193,309		651,868	
2044-2048		598,559	120,789		719,348	
2049-2052		571,279	30,418		601,697	
		<u> </u>				
Total	\$	2,383,544	\$ 1,198,073	\$	3,581,617	

#### **NOTE 5: CAPITAL ASSETS**

The following is a summary of changes in the capital assets for the year ended September 30, 2023:

	Beginning Balance *	Increases	Transfers	Ending Polonco
Governmental Activities:	balance *	increases	Transiers	Ending Balance
Capital assets not being depreciated				
Construction in progress \$	108 327 818	\$ 41,579,285	\$ (16,066,479)	\$ 133,840,624
Total capital assets, not being depreciated	108,327,818	41,579,285	(16,066,479)	133,840,624
Capital assets being depreciated	· · ·			
Buildings	_	_	16,066,479	16,066,479
Total capital assets, being depreciated	-	-	16,066,479	16,066,479
Lass resume date of degraphics				
Less accumulated depreciation Buildings **				
Total accumulated depreciation	<u>-</u>	<u>-</u>	<u>-</u>	<del>-</del>
Total accumulated depreciation		<u>-</u>	<u> </u>	
Total capital assets, being depreciation, net	-	-	16,066,479	16,066,479
Right-to-use subscription assets being amortized				
Subscription-based information technoclogy	542,483	_	_	542,483
Total right-to-use subscription assets	342,403			342,403
being amortized	542,483	-	-	542,483
	0 12,100			5 12,100
Less accumulated amortization				
Subscription-based information technology	(108,492)	(108,492)	-	(216,984)
Total accumulated amortization	(108,492)	(108,492)	-	(216,984)
Total right-to-use subscription based assets				
being amortized, being depreciated, net	433,991	(108,492)	-	325,499
Governmental activities capital assets, net \$	108,761,809	\$ 41,470,793	\$ -	\$ 150,232,602

<sup>\*</sup> September 30, 2022 balance is restated with the implementation of GASB 96

<sup>\*\*</sup> Building asset moved to capital assets being depreciated effective September 30, 2023.

#### NOTE 6: ACCRUED LEASE EXPENSES – UTILITIES AND SOLID WASTE

In January 2017, the District entered into a 30-year agreement with MSKP Town & Country Utility, LLC ("T&C") and Babcock Ranch Irrigation, LLC ("BRI"), both entities affiliated with the Developer, to provide certain public services, including but not limited to water, wastewater and irrigation quality water service, within the boundaries of the District. The District took control of the water, sewer and irrigation utility services in February 2017, and as such recorded business-type revenue and expenses during the fiscal year ended September 30, 2023.

In accordance with the agreement, the District must pay for T&C's actual variable cost of the property and operations each month plus a markup of 10.55% (return on equity). In addition, the agreement requires additional cost reimbursement for replacement or expansion expenditures incurred by the District including interest expense for payments in arrears. The agreement includes a purchase option and a put option enabling the District and T&C, respectively to have the right to enact the District to purchase the water and sewer property and operations. The District can exercise the purchase option any time after October 1, 2040, but before the termination or expiration of the agreement. T&C can exercise the put option any time before the termination or expiration of the agreement. In December 2020, the District received a validation final judgement on bonds totaling \$287,420,000, to cover estimated future cost of the water and sewer property including but not limited to real property, equipment, lines, easements, records, permits, software, and improvements.

In June 2018, the District entered into a 30-year agreement with Ecologic, which is affiliated with the Developer, to provide certain public services, including but not limited to solid waste disposal, within the boundaries of the District. The District took control of the solid waste disposal services in January 2018, and as such recorded business-type revenue and expenses during the fiscal year ended September 30, 2023.

In accordance with the agreement, the District must pay for Ecologic's actual variable cost of the property and operations each month plus a markup of 8.6% (return on equity). In addition, the agreement requires additional costs reimbursement for replacement or expansion expenditures incurred by the District including interest expense for payments in arrears. The agreement includes a purchase option and a put option enabling the District and the Ecologic, respectively to have the right to enact the District to purchase the solid waste property. The District can exercise the purchase option any time after October 1, 2040, but before the termination or expiration of the lease. The Ecologic can exercise the put option any time before the termination or expiration of the lease. In December 2020, the District received a validation final judgement on bonds totaling \$23,162,000, to cover the estimated cost of the solid waste property.

The utilities agreement requires interest to be paid on the accrued lease expense balance. As of September 30, 2023, the District has accrued lease expense balance due of \$21,697,185 for current year and prior year operations.

During the fiscal year ended September 30, 2023, the District incurred related variable lease expenses totaling approximately \$19 million and \$1 million, which are reported as water, sewer and irrigation utilities and solid waste, respectively, on the accompanying statement of activities and statement of revenue, expenses and changes in net position – proprietary funds. At September 30, 2023, the District owed approximately \$21.7 million in cumulative lease costs from current and prior year operations, which is reported as accrued lease expenses on the accompanying statement of net position.

#### **NOTE 7: LONG-TERM DEBT AND LIABILITIES**

#### **Bonds Payable**

On December 17, 2015, the District issued \$19,955,000 of Special Assessment Bonds, Series 2015 consisting of \$1,685,000 Term Bonds due on November 1, 2021 with a fixed interest rate of 4.40%, \$2,100,000 Term Bonds due on November 1, 2026 with a fixed interest rate of 4.875%, \$2,655,000 Term Bonds due on November 1, 2036 with a fixed interest rate of 5%, and \$13,515,000 Term Bond due on November 1, 2046 with a fixed interest rate of 5.25%. The Bonds were issued to finance the construction project. Interest is to be paid semiannually on each May 1 and November 1, commencing May 1, 2016. Principal is to be paid annually on each November 1, commencing November 1, 2017. The Series 2015 Bonds are subject to redemption at the option of the District prior to their maturity.

In April 2018, the District issued \$2,075,000 of Special Assessment Bonds, Series 2018 consisting of \$400,000 Term Bonds due on November 1, 2028 with a fixed interest rate of 4.5% and \$1,675,000 Term Bonds due on November 1, 2048 with a fixed interest rate of 5%. The Bonds were issued to finance assessment area 2A of the construction project. Interest is to be paid semiannually on each May 1 and November 1, commencing May 1, 2018. Principal is to be paid annually on each November 1, commencing November 1, 2019. The Series 2018 Bonds are subject to redemption at the option of the District prior to their maturity.

In December 2018, the District issued \$3,740,000 of Special Assessment Bonds, Series 2018 consisting of \$330,000 Term Bonds due on November 1, 2024 with a fixed interest rate of 4%, \$400,000 Term Bonds due on November 1, 2029 with a fixed interest rate of 4.5%, \$1,140,000 Term Bonds due on November 1, 2039 with a fixed interest rate of 5%, and \$1,870,000 Term Bonds due on November 1, 2049 with a fixed interest rate of 5%. The Bonds were issued to finance assessment area 2B of the construction project. Interest is to be paid semiannually on each May 1 and November 1, commencing May 1, 2019. Principal is to be paid annually on each November 1, commencing November 1, 2020. The Series 2018 Bonds are subject to redemption at the option of the District prior to their maturity.

In December 2018, the District issued \$12,025,000 of Special Assessment Bonds, Series 2018 consisting of \$590,000 Term Bonds due on November 1, 2024 with a fixed interest rate of 4%, \$1,165,000 Term Bonds due on November 1, 2029 with a fixed interest rate of 4.5%, \$3,340,000 Term Bonds due on November 1, 2039 with a fixed interest rate of 5%, \$5,470,000 Term Bonds due on November 1, 2049 with a fixed interest rate of 5.125%, and \$1,460,000 Term Bonds due on November 1, 2051 with a fixed interest rate of 5.125%. The Bonds were issued to finance assessment area 3A of the construction project. Interest is to be paid semiannually on each May 1 and November 1, commencing May 1, 2019. Principal is to be paid annually on each November 1, commencing November 1, 2022. The Series 2018 Bonds are subject to redemption at the option of the District prior to their maturity.

#### **NOTE 7: LONG-TERM DEBT AND LIABILITIES (Continued)**

In December 2018, the District issued \$3,220,000 of Special Assessment Bonds, Series 2018 consisting of \$280,000 Term Bonds due on November 1, 2024 with a fixed interest rate of 4%, \$345,000 Term Bonds due on November 1, 2029 with a fixed interest rate of 4.5%, \$980,000 Term Bonds due on November 1, 2039 with a fixed interest rate of 5%, and \$1,615,000 Term Bonds due on November 1, 2049 with a fixed interest rate of 5.125%. The Bonds were issued to finance assessment area 4 of the construction project. Interest is to be paid semiannually on each May 1 and November 1, commencing May 1, 2019. Principal is to be paid annually on each November 1, commencing November 1, 2020. The Series 2018 Bonds are subject to redemption at the option of the District prior to their maturity.

In September 2020, the District issued \$5,145,000 of Special Assessment Bonds, Series 2020 consisting of \$410,000 Term Bonds due on May 1, 2025 with a fixed interest rate of 2.5%, \$585,000 Term Bonds due on May 1, 2030 with a fixed interest rate of 3%, \$1,550,000 Term Bonds due on May 1, 2040 with a fixed interest rate of 4%, and \$2,600,000 Term Bonds due on May 1, 2051 with a fixed interest rate of 4%. The Bonds were issued to finance assessment area 2C of the construction project. Interest is to be paid semiannually on each May 1 and November 1, commencing May 1, 2021. Principal is to be paid annually on each November 1, commencing May 1, 2022. The Series 2020 Bonds are subject to redemption at the option of the District prior to their maturity.

In September 2020, the District issued \$8,545,000 of Special Assessment Bonds, Series 2020 consisting of \$850,000 Term Bonds due on May 1, 2025 with a fixed interest rate of 2.5%, \$1,015,000 Term Bonds due on May 1, 2030 with a fixed interest rate of 3%, \$2,680,000 Term Bonds due on May 1, 2040 with a fixed interest rate of 4%, and \$4,000,000 Term Bonds due on May 1, 2050 with a fixed interest rate of 4%. The Bonds were issued to finance assessment area 3A of the construction project. Interest is to be paid semiannually on each May 1 and November 1, commencing May 1, 2021. Principal is to be paid annually on each November 1, commencing May 1, 2021. The Series 2020 Bonds are subject to redemption at the option of the District prior to their maturity.

In September 2020, the District issued \$2,545,000 of Special Assessment Bonds, Series 2020 consisting of \$205,000 Term Bonds due on May 1, 2025 with a fixed interest rate of 2.5%, \$290,000 Term Bonds due on May 1, 2030 with a fixed interest rate of 3%, \$770,000 Term Bonds due on May 1, 2040 with a fixed interest rate of 4%, and \$1,280,000 Term Bonds due on May 1, 2051 with a fixed interest rate of 4%. The Bonds were issued to finance assessment area 3B of the construction project. Interest is to be paid semiannually on each May 1 and November 1, commencing May 1, 2021. Principal is to be paid annually on each May 1, commencing May 1, 2022. The Series 2020 Bonds are subject to redemption at the option of the District prior to their maturity.

In June 2021, the District issued \$21,870,000 of Special Assessment Bonds, Series 2021 consisting of \$1,865,000 Term Bonds due on May 1, 2026 with a fixed interest rate of 2.375%, \$2,625,000 Term Bonds due on May 1, 2031 with a fixed interest rate of 2.875%, \$6,645,000 Term Bonds due on May 1, 2041 with a fixed interest rate of 3.2%, and \$10,735,000 Term Bonds due on May 1, 2052 with a fixed interest rate of 4%. The Bonds were issued to finance the Series 2021 assessment area construction project. Interest is to be paid semiannually on each May 1 and November 1, commencing November 1, 2021. Principal is to be paid annually on each November 1, commencing May 1, 2023. The Series 2021 Bonds are subject to redemption at the option of the District prior to their maturity.

#### **NOTE 7: LONG-TERM DEBT AND LIABILITIES (Continued)**

In April 2022, the District issued \$80,515,000 of Special Assessment Bonds, Series 2022 consisting of \$5,375,000 Term Bonds due on May 1, 2027 with a fixed interest rate of 4.125%, \$8,120,000 Term Bonds due on May 1, 2032 with a fixed interest rate of 4.35%, \$23,405,000 Term Bonds due on May 1, 2042 with a fixed interest rate of 4.9%, and \$43,615,000 Term Bonds due on May 1, 2053 with a fixed interest rate of 5.064%. The Bonds were issued to finance the Series 2022 construction project. Interest is to be paid semiannually on each May 1 and November 1, commencing May 1, 2022. Principal is to be paid annually on each November 1, commencing November 1, 2023. The Series 2022 Bonds are subject to redemption at the option of the District prior to their maturity.

The Bond Indentures have established debt service reserve requirements 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 is in compliance with those requirements of the Bond Indentures at September 30, 2023.

#### Loans Payable

On June 25, 2021, the District was approved for a State Infrastructure Bank ("SIB") state funded line of credit loan up to \$31.3 million to fund certain roadway improvements in Lee and Charlotte Counties. The District anticipated costs totaling approximately \$62.7 million. The District began drawing on the SIB loan beginning in fiscal year ended September 30, 2022. The 20-year loan requires annual payments of principal and interest through June 2041 based on timing and amount of loan draws. The loan has a fixed interest rate of 3.63%. As of September 30, 2023, the loan payable balance is \$5,012,594, as stated on the accompanying statement of net position and the first principal payment of approximately \$1.4 million is not due until 2025. The District may make prepayments on the loan without penalty but may only make prepayments on a quarterly basis.

The District will repay the SIB loan by requiring the Developer to collect transportation fees upon the sale of lots and property to homebuilders. These fees are remitted to Florida Department of Transportation (FDOT) upon sale of lots and property. The District has committed to levying special assessments to cover any projected shortfall of transportation fees to cover the SIB loan payments, if any. FDOT has received advance payments from homebuilders totaling \$116,385 during the year that will be utilized to pay the loan payable balance as additional loan draws occur and payments are due. As of September 30, 2023, the District has approximately \$4.0 million in prepaid assets to reflect prepayments held with FDOT.

The District obtained Note Series 2023A and 2023B with a Bank for \$3,190,000 and \$310,000, respectively, to finance certain capital improvements such as lakeshore remediation, FEMA reimbursable projects, District infrastructure, and pay costs of issuance. The District began drawing on during the fiscal year ended September 30, 2023. The 5-year notes require semi-annual payments of interest on May 1 and November 1 each year through August 2028. Principal is due on maturity. Note Series 2023A and 2023B have fixed interest rates of 5.13% and 7.25%, respectively, and the notes are collateralized by O&M assessments levied against the benefited properties and reimbursements

#### **NOTE 7: LONG-TERM DEBT AND LIABILITIES (Continued)**

from FEMA. The Notes contain various loan covenants that the District must maintain. The District is in material compliance with the required loan covenants.

Long-term liability activity for the year ended September 30, 2023, was as follows:

	Beginning							Due Within		
		Balance		Additions	ons Reductions		<b>Ending Balance</b>		One Year	
Governmental Activities										
Bonds and Notes Payable:										
Series 2015	\$	18,095,000	\$	-	\$	(410,000)	\$	17,685,000	\$	400,000
Series 2018		1,970,000		-		(35,000)		1,935,000		40,000
Series 2018 2B		3,615,000		-		(65,000)		3,550,000		70,000
Series 2018 3A		12,025,000		-		(190,000)		11,835,000		195,000
Series 2018 4		3,095,000		-		(80,000)		3,015,000		55,000
Series 2020 2C		5,045,000		-		(100,000)		4,945,000		105,000
Series 2020 3A		8,235,000		-		(175,000)		8,060,000		180,000
Series 2020 3B		2,495,000		-		(50,000)		2,445,000		50,000
Series 2021		21,870,000		-		(450,000)		21,420,000		460,000
Series 2022		80,515,000		-		-		80,515,000		1,260,000
SIB Loan payable		854,209		4,861,340		(702,955)		5,012,594		-
Note Series 2203A and B		-		3,500,000		-		3,500,000		-
	\$	157,814,209	\$	8,361,340	\$	(2,257,955)	\$	163,917,594	\$	2,815,000

The balance of the long-term bonds at September 30, 2023 is summarized as follows:

September 30,	2023
Bond principal balance	\$ 155,405,000
Loan principal balance	8,512,594
Less unamortized bond discounts	(769,438)
Add unamortized bond premiums	767,957
Net debt balance	\$ 163,916,113

#### NOTE 7: LONG-TERM DEBT AND LIABILITIES (Continued)

At September 30, 2023, the scheduled debt service requirements on long-term debt were as follows:

For the Year Ending September 30,	Principal Interest			Tota	al Debt Service
2024	\$ 2,815,000	\$	7,480,111	\$	10,295,111
2025	2,959,304		7,430,516		10,389,820
2026	3,274,474		7,315,000		10,589,474
2027	3,387,985		7,188,790		10,576,775
2028	3,531,806		7,054,550		10,586,356
2029-2033	23,462,957		32,111,821		55,574,778
2034-2038	24,936,764		27,170,197		52,106,961
2039-2043	30,509,304		20,807,155		51,316,459
2044-2048	35,870,000		12,937,635		48,807,635
2049-2053	33,170,000		4,485,228		37,655,228
	\$ 163,917,594	\$	133,981,003	\$	297,898,597

#### Subscription-Based Information Technology Arrangements

The District has a software arrangement that require recognition under GASB Statement 96, *Subscription-Based Information Technology Arrangements* (SBITAs). The District now recognizes a subscription liability and an intangible right-to-use subscription asset for the planning software.

The District entered into the five-year planning software arrangement in fiscal year 2021 with an annual payment of \$44,625 for year one, and payments ranging from \$60,410 - \$66,011 for years 2 through 5. The District may terminate the agreement with 60 day notice without further penalty however the District anticipates utilizing the software for the 5 year period. The subscription may be renewed annually. The District has used a 4.45% discount rate for this arrangement based on its incremental borrowing rate during the same fiscal year to determine the present value of the intangible right-to-use asset and subscription liability. There is no option to purchase the software. There are no residual value guarantees in the agreement. In addition to the lease payments, the District incurred initial capitalizable setup costs of approximately \$257,000.

The following is a schedule of minimum future payments from SBITAs as of December 31:

Fiscal year ending September 30,	F	Principal Interest		Total	
2024 	\$	59,214 63,143	\$	5,528 2,868	\$ 64,742 66,011
Total	\$	122,357	\$	8,396	\$ 130,753

#### NOTE 7: LONG-TERM DEBT AND LIABILITIES (Continued)

The District is reimbursed a portion of related cost for the subscription based planning software and other related costs. The District covers approximately 25% of the costs and obtains reimbursement from the residential association, MSKP, Ecologic, and Kitson share for their portion of the total expense by 12.5%, 45%, 5%, and 12.5%, respectively.

#### **NOTE 8: 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 maintains commercial insurance coverage to mitigate the risk of loss. Coverage may not extend to all situations. Management believes such coverage is sufficient to preclude any significant uninsured losses to the District. Settled claims have not exceeded this commercial coverage in the previous three years.

#### **NOTE 9: MANAGEMENT COMPANY**

The District has contracted with a management company to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

#### **NOTE 10: CONCENTRATION**

A significant portion of the District's future activity is dependent upon the continued involvement of the Developer, Babcock Property Holdings, LLC, the loss of which could have a materially adverse effect on the District's operations. At September 30, 2023, the Developer owned a majority of the assessable property located within the District boundaries. See Note 11.

In addition, a significant portion of the District's future activity is dependent upon three homebuilders, the loss of which could have a materially adverse effect on the District's operations. The District assessed these three homebuilders a total of \$961,154, 958,873, and \$1,610,574 for operations and maintenance and debt service for the year ended September 30, 2023, respectively.

#### **NOTE 11: RELATED PARTY TRANSACTIONS**

For the year ended September 30, 2023, the District recognized developer contributions totaling \$3,420,439 and \$3,759,016 in the General Fund and Capital Projects Fund, respectively. Developer contributions are recognized as revenue for governmental funds when received during the year or within 90 days after year-end. In addition, the District directly assessed the Developer \$497,928 and \$721,455 for operations and maintenance and debt service, respectively. As of September 30, 2023, the Developer owed the District approximately \$4.0 million, which is reported as due from Developer on the accompanying statement of net position and balance sheet – governmental funds.

At September 30, 2023, the District owed the Developer \$1,200,000 in advances, of which \$1,000,000 was given to the District in fiscal year 2011 and used to make a deposit of \$1,000,000 with the State of Florida Department of Transportation related to future capital improvements to State Road 31. As of September 30, 2023, this entire \$1,000,000 construction deposit paid in fiscal year 2011 is included in Capital assets, not being depreciated on the accompanying Statement of Net Position.

During the year ended September 30, 2023, the District made payments of approximately \$12.5 million to the Developer related entities for Utilities and Solid Waste leases (see Note 6) and has an accrued lease expense to these entities totaling approximately \$21.7 million as of September 30, 2023.

#### **NOTE 12: COST SHARING AGREEMENTS**

In December 2022, the District amended a cost sharing agreement with the Developer controlled, Babcock Ranch Residential Association, Inc. ("Residential Association") for safety patrol services. For fiscal year 2023, the District paid \$362,018 to the Residential Association representing 30% of the total safety patrol shared expense, and is included in maintenance and operations on the accompanying statement of activities and statement of revenue, expenditures and changes in fund balances – governmental funds.

In August 2021, the District entered into a cost sharing agreement with various entities controlled by the Developer, Babcock Ranch Residential Association, Inc. ("Residential Association"), MSKP Town & Country Utility, LLC ("MSKP"), Ecologic Waste Management, LLC ("Ecologic"), Kitson Babcock, LLC ("Kitson"), Babcock Ranch Commercial Association, Inc., and Babcock Property Holdings, LLC ("BPH"), for shared software subscription services. The District anticipates the shared annual software subscription will ease administration and potentially provide cost savings to property owners and residents within the District. The agreement requires the Residential Association to pay 12.5%, MSKP to pay 45%, Ecologic to pay 5%, and Kitson to pay 12.5% annually plus any other fees required for the software subscription. The District will pay the remaining 25% for software subscription costs and BPH and the Commercial Association have no costs allocated for reimbursement. The District recognized \$255,442 for cost sharing revenues and \$254,208 for related software costs for the year ended September 30, 2023.

### Babcock Ranch Community Independent Special District Notes to Financial Statements

### **NOTE 13: COMMITMENTS**

As of September 30, 2023, the District had approximately \$25.6 million outstanding on various construction contracts.

### **NOTE 14: SUBSEQUENT EVENT**

Subsequent to year end, the District entered into a contract for approximately \$75 million for roadway construction. The project is expected to commence during fiscal year 2024.

Required Supplemental Information (Other Than MD&A)

### Babcock Ranch Community Independent Special District Budget to Actual Comparison Schedule – General Fund

For the year ended September 30,

Tor the year chaca september so,			2023	
	Original Budget	Final Budget	Actual Amounts	riance with
Revenue				
Assessments	\$ 2,035,952	\$ 2,039,637	\$ 2,111,737	\$ 72,100
Developer contributions	2,317,781	3,836,352	3,420,439	(415,913)
Cost sharing and other revenues	556,891	1,413,181	1,243,626	(169,555)
Total revenue	4,910,624	7,289,170	6,775,802	(513,368)
Expenditures General government	991,808	2,220,080	2,025,104	194,976
Maintenance and operations  Debt service:	3,752,064	4,994,304	4,614,138	380,166
Bond issue costs Principal Interest	-	-	28,750 54,231 7,991	(28,750) (54,231) (7,991)
Total expenditures	4,743,872	7,214,384	6,730,214	575,142
Excess of revenue over expenditures	\$ 166,752	\$ 74,786	\$ 45,588	\$ 61,774

Note: The District budgeted for excess revenues over expenditures for the original and amended budgets.

### **Babcock Ranch Community Independent Special District Schedule of Expenditures of State Financial Assistance**

For the year ended September 30, 2023

	Grant CSFA Contract						
Grantor/Program Title	Number	Number	Expenditures	Subrecipients			
STATE FINANCIAL ASSISTANCE:							
Florida Department of Transportation State Infrastructure Bank	55.020	N/A	\$ 4,092,527	\$ -			
Total Florida Department of Transportation			4,092,527				
Total Expenditures of State Financial Assistan	ice		\$ 4,092,527	\$ -			

### Babcock Ranch Community Independent Special District Notes to the Schedule of Expenditures of State Financial Assistance

### **NOTE 1 – BASIS OF PRESENTATION**

The accompanying schedule of expenditures of state financial assistance ("Schedule") represents amounts expended from State of Florida financial assistance programs during the fiscal year as determined on the accrual basis of accounting. The information in the schedule is presented in accordance with the requirements of the Department of Financial Services Rules, Chapter 69I-5, Florida Administrative Code, State Financial Assistance. The amounts reported on the Schedule have been reconciled to and are in material agreement with amounts recorded in the District's accounting records from which the basic financial statements have been reported. Funds that are not subject to the Florida Single Audit Act are not included on this schedule.

The District's State Project CFDA 55.020 - State Infrastructure Bank (SIB) is loan program utilized for road infrastructure through Florida Department of Transportation. The loan program is state funded. The District is reporting related expenses on the schedule incurred for the period October 1, 2022 through September 30, 2023 on the accrual basis. As of September 30, 2023, the balance due on the SIB loan \$5,012,594 is included in loan payable on the accompanying Statement of Net Position.

The District does not have loan guarantees or noncash assistance relating to state financial assistance.



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### 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

Babcock Ranch Community Independent Special District
Charlotte County, 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, the business-type activities and each major fund of Babcock Ranch Community Independent Special District (hereinafter referred to as the "District"), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report dated June 28, 2024.

### **Report on 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) as a basis for designing 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 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.

### **Report on 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 grant agreements, noncompliance with which could have a direct and material effect on the financial statements. 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 District'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 District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CARR, RIGGS & INGRAM, LLC

Can, Rigge & Ingram, L.L.C.

Miramar Beach, Florida June 28, 2024



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### INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR STATE PROJECT AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE AND CHAPTER 10.550, RULES OF THE AUDITOR GENERAL

To the Board of Supervisors

Babcock Ranch Community Independent Special District
Charlotte County, Florida

### **Report on Compliance for Each Major State Project**

We have audited the District's compliance with the types of compliance requirements described in the Department of Financial Services' *State Projects Compliance Supplement*, that could have a direct and material effect on each of the District's major State projects for the year ended September 30, 2023. The District's major State projects are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

### Management's Responsibility

Management is responsible for compliance with State statutes, regulations, and the terms and conditions of its State projects applicable to its State projects.

### Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the District's major State projects based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance 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 Auditor General. Those standards and Chapter 10.550, Rules of the Auditor General require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major State project occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major State project. However, our audit does not provide a legal determination of the District's compliance.

### Opinion on Each Major State Project

In our opinion, the District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major State projects for the year ended September 30, 2023.

### **Report on Internal Control over Compliance**

Management of the District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the District's internal control over compliance with the types of requirements that could have a direct and material effect on each major State project to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major State project and to test and report on internal control over compliance in accordance with Chapter 10.550, Rules of the Auditor General, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a State project on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a State project will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a State project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Chapter 10.550, Rules of the Auditor General. Accordingly, this report is not suitable for any other purpose.

CARR, RIGGS & INGRAM, LLC

Can, Rigge & Ingram, L.L.C.

Miramar Beach, Florida June 28, 2024

### Babcock Ranch Community Independent Special District Schedule of Findings and Questioned Costs September 30, 2023

### **SUMMARY OF AUDITOR'S RESULTS**

Financial Statements						
Type of auditor's report issued:		Unmodified				
<ul> <li>Internal control over financial reporti</li> <li>Material weakness identified</li> <li>Significant deficiency identified</li> </ul>	yes yes	X no X none noted				
Noncompliance material to financial	statements noted?	yes	<u>X</u> no			
State Awards						
<ul> <li>Internal control over major state proj</li> <li>Material weakness identified</li> <li>Significant deficiency identified</li> </ul>	?	yes yes	X no X none noted			
Type of auditor's report issued on con State projects:	Unmodified					
Any audit findings disclosed that are reported in accordance with Calles of the Auditor General	yes	_X_ none noted				
Identification of major state projects:	:					
State CSFA Number	Program Name					
55.020	State Infrastructure Bank					
The dollar threshold used to distinguis projects.	sh between type A and B progra	ams was \$750,0	000 for major state			
FINANCIAL STATEMENT FINDINGS						
None noted						
STATE AWARD FINDINGS						
None noted						



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### **MANAGEMENT LETTER**

To the Board of Supervisors Babcock Ranch Community Independent Special District Charlotte County, Florida

### **Report on the Financial Statements**

We have audited the financial statements of Babcock Ranch Community Independent Special District ("District") as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated June 28, 2024.

### **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 Auditor General.

### Other Reports and Schedule

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountants' 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 June 28, 2024, should be considered in conjunction with this management letter.

### **Prior Audit Findings**

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the proceeding annual audit report.

### Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information required is disclosed in the notes to the financial statements.

### **Financial Condition**

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's 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.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

### **Specific Information**

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Babcock Ranch Community Independent Special District reported:

- a. The total number of district employees compensated in the last pay period of the District's fiscal year as 0.
- b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district's fiscal year as 8.
- c. All compensation earned by or awarded to employees whether paid or accrued, regardless of contingency as \$0.
- d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as \$17,297,165.
- e. Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as:
  - See Note 14 in the note disclosures.
- f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the district amends a final adopted budget under Section 189.016(6), Florida Statutes, as \$1,986,342.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the Babcock Ranch Community Independent Special District reported:

- a. The rate or rates of non-ad valorem special assessments imposed by the District as ranging from \$55 to \$456 for operations and maintenance and \$439 to \$2,936 for debt service per residential unit.
- b. The total amount of special assessments collected by or on behalf of the District as \$9,214,515.
- c. The total amount of outstanding bonds issued by the District as \$155,405,000.

### **Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate 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. In connection with our audit, we did not note any such findings.

### **Purpose of this Letter**

Our management letter is intended solely for the information and use of Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

CARR, RIGGS & INGRAM, LLC

Can, Rigge & Ingram, L.L.C.

Miramar Beach, Florida June 28, 2024



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### INDEPENDENT ACCOUNTANT'S REPORT

To the Board of Supervisors

Babcock Ranch Community Independent Special District
Charlotte County, Florida

We have examined Babcock Ranch Community Independent Special District's compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, during the year ended September 30, 2023. Management of the District is responsible for the District's compliance with the specified requirements. Our responsibility is to express an opinion on the 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 above. 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.

We are required to be independent and to meet our ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

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 year ended September 30, 2023.

This report is intended solely for the information and use of management and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

CARR, RIGGS & INGRAM, LLC

Caux Rigge & Ingram, L.L.C.

Miramar Beach, Florida June 28, 2024 BABCOCK RANCH COMMUNITY
INDEPENDENT SPECIAL DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2024

### **BABCOCK RANCH COMMUNITY** INDEPENDENT SPECIAL DISTRICT **BALANCE SHEET SEPTEMBER 30, 2024**

						Major Fur				e	7	
		0	Field House Special	Debt Service Series	<sup>1</sup> Debt Service Series	<sup>2</sup> Debt Service Series	<sup>3</sup> Debt Service Series	<sup>4</sup> Debt Service Series	<sup>5</sup> Debt Service Series	<sup>6</sup> Debt Service Series	<sup>7</sup> Debt Service Series	Debt Service Series
ASSETS		General	Revenue	2015	2018	2018 2B	2018 3A	2018 4	2020 2C	2020 3A	2020 3B	2021
Cash - Valley National Bank #0827												
Operating	\$	1,799,879	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$
Curry Lake Preserve		100	-	-	-	-	-	-	-	-	-	
Phase 2		100	-	-	-	-	-	-	-	-	-	
SIB Loan			-	-	-	-	-	-	-			
Synovus 2023 A&B Note Reserve		20,741	-	-	-	-	-	-	-	-	-	
Capitalized interest		-	-	4 400 000	400.040	-		-	400.007		70.054	574.00
Revenue		-	-	1,190,869	129,810	334,973	672,726	202,119	138,997	201,817	73,254	571,86
Prepayment Interest		-	-	63	-	1	789,912	48	-	-	-	
Reserve		-	-	1,310,975	68,375	244,300	109,912	211,381	147,100	244,100	73,300	604,24
Sinking		-	-	1,310,973	00,373	244,300	-	211,301	147,100	244,100	73,300	004,24
Cost of issuance		-	-	-	-	-	-	-	-	-	-	
Master construction		-	-	-	-	-	-	-	-	-	-	
Construction		-	-	-	-	-	-	_	-	-	_	
Indeposited funds		106,478										
Assessments receivable: off-roll		100,110	_	67	7	16,260	25	191.503	16	16	8	67.42
Due from Developer		_	_	-			-	-	-	-	-	01,12
Due from Babcock School		349,416	_	_	_	_	_	_	_	_	_	
Accounts receivable		3,375	_	_	_	_	_	_	_	_	_	
Due from other		11,122	_	_	_	_	_	_	_	_	_	
Special revenue fund		327,938	_	_	_	_	_	_	_	-	_	
Debt service - series 2018 3A		-	_	_	_	_	_	_	_	4,461	_	
Prepaid expense		103,856	120,000	-	-	-	-	-	-		-	
Prepaid SIB loan principal		-	-	_	_	_	_	_	_	_	_	
Prepaid SIB loan interest		_	_	_	_	_	_	_	_	_	_	
Deposits		2,655	40	_	_	-	-	_	_	_	_	
Total assets	\$	2,725,660	\$ 120,040	\$ 2,501,974	\$ 198,192	\$ 595,534	\$ 1,462,663	\$ 605,051	\$ 286,113	\$ 450,394	\$ 146,562	\$ 1,243,53
				,		,						
LIABILITIES												
iabilities:												
Accounts payable	\$	1,023,592	\$ 159,076	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$
ranchise fee payable		346,652	-	-	-	-	-	-	-	-	-	
Credit card payable - P-card		254	-	-	-	-	-	-	-	-	-	
Retainage payable		-	-	-	-	-	-	-	-	-	-	
Contracts payable		-	-	-	-	-	-	-	-	-	-	
Due to other funds			227 020									
General fund		-	327,938	-	-	-	4.404	-	-	-	-	
Debt service - series 2020 3A		200 000	-	-	-	-	4,461	-	-	-	-	
Developer advance		200,000	-	-	-	-	-	-	-	-	-	
Due to Developer Due to Developer - contribution refund		795,613	-	-	-	-	-	-	-	-	-	
Due to other		70,868	6,327	-	-	-	783	_	-	399	_	
Total liabilities		2,436,979	493,341		<del></del>		5,244		<del></del>	399	<del></del>	
l otal liabilities		2,430,979	493,341				5,244		<del></del>	399	<del></del>	
DEFERRED INFLOWS OF RESOURCES												
Deferred receipts		288,681	_	_	_	16,247	_	191,492	_	_	_	67,37
Unearned revenue		-	_	_	_	.0,2	_	-	_	_	_	0.,0.
Total deferred inflows of resources		288,681				16,247		191,492				67,37
	_	,				-,						2.,5,
FUND BALANCES												
lonspendable:												
Deposits		2,655	-	-	-	-	-	-	-	-	-	
Restricted for												
Debt service		-	-	2,501,974	198,192	579,287	1,457,419	413,559	286,113	449,995	146,562	1,176,15
Capital projects		-	-	-	-	-	-	-	-	-	-	
Jnassigned		(2,655)	(373,301)									
Total fund balances		-	(373,301)	2,501,974	198,192	579,287	1,457,419	413,559	286,113	449,995	146,562	1,176,15
			· · · · · · · · · · · · · · · · · · ·									
otal liabilities, deferred inflows of resource	s \$	2,725,660		\$ 2,501,974	\$ 198,192	\$ 595,534	\$ 1,462,663	\$ 605,051		\$ 450,394	\$ 146,562	

¹Lennar Phase 2A ²Lennar Phase 2B ³Babcock National (Lennar) ⁴Earthsource (Pulte) ⁵Lennar Phase 2C ¹Babcock National (Lennar) 'Babcock Ranch Village III Southwest (Pulte)

### BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT BALANCE SHEET SEPTEMBER 30, 2024

							Major Fu	unds					
	Debt Service Series	Capital Projects Series	Capital Projects Series	Capital Projects Series	Capital Projects Series	Capital Projects Series	Capital Projects	Capital Projects Series	Capital Projects Series	Capital Projects Series	State Grant		Total Governme
	2022	2018	2018 2B	2018 4	2020 2C	2020 3A	Synovus 2023	2021	2022	2024	Funding	SIB Loan	Funds
ASSETS	2022	2010	2010 20	20104	2020 20	2020 JA	2023	2021	2022	2024	runung	OID LOAII	ruilas
Cash - Valley National Bank #0827													
Operating	\$ -	\$ -	s -	s -	s -	s -	\$	- \$ -	s -	\$ -	· s -	\$ -	\$ 1,799,
Curry Lake Preserve	-	Ψ -	Ψ -	Ψ -	Ψ -	Ψ -	Ψ	- <b>v</b> -	Ψ -	Ψ -	Ψ -	Ψ -	Ψ 1,755,
Phase 2	-	-	-	-	-	-			-	-	_	-	
	-	-	-	-	-	-		-	-	-	-		
IB Loan		-	-	-	-	-		-	-	-	-	834,507	834,
Synovus 2023 A&B Note Reserve		-	-	-	-	-			-	-	-	-	20,
Capitalized interest	133,267	-	-	-	-	-			-	-	-	-	133,
Revenue	2,289,196	-	-	-	-	-			-	-	-	-	5,805
Prepayment	-	-	-	-	-	-			-	-	-	-	
Interest	547	-	-	-	-	-			-	-	-	-	790
Reserve	2,578,062	-	-	-	-	-			-	-	-	-	5,481,
Sinking	173	-	_	_	_	_			_	-	_	-	
Cost of issuance	3,576	-		_	_				_		_		3
Master construction	0,0.0	_	8	_	_	_							
Construction		20,579	1	1,871	15	948,562		- 46	9,706,158	-	-	-	10,677,
	-	20,579		1,0/1	15	940,002		- 40	9,700,158	-	-		
ndeposited funds	-	-	-	-	-	-			-	-	-	-	106
ssessments receivable: off-roll	38	-	-	-	-	-			-		-	-	275
ue from Developer	-	-	-	-	-	-			-	4,263	-	34	4
ue from Babcock School	-	-	-	-	-	-			-	-	-	-	349
ccounts receivable	-	-	-	-	-	-			-	-	-	-	3
ue from other	-	-	-	-	-	-			-	-	-	-	11
Special revenue fund	-	-	-	-	-	-			-	-	-	-	327
Debt service - series 2018 3A	-	-	-	-	-	-			-	-	-	-	4
epaid expense	_	_	_	-	_	_			_	_	_	_	223
epaid SIB loan principal	_	_	_	_	_	_		_	_	_	_	3,838,781	3,838
epaid SIB loan interest	_	_	_	_	_	_		_	_	_	_	186,951	186
epaid 315 loan interest eposits	-	-	-	-	-	-			-		-	100,551	2
Total assets	\$ 5.004.859	\$ 20.579	\$ 9	\$ 1.871	\$ 15	\$ 948.562	\$	- \$ 46	\$ 9.706.158	\$ 4.263	\$ -	\$ 4.860.273	\$ 30.882
		,	,						,				
ABILITIES													
iabilities:													
ccounts payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	- \$ -	\$ -	\$ 4,263	\$ -	\$ -	\$ 1,186
anchise fee payable	-	-	-	-	-	-			-	-	-	-	346
redit card payable - P-card	-	-	-	-	-	-			-	-	-	-	
etainage payable	-	-	1,968	-	-	-		- 219,696	3,433,370	-	_	-	3,655
ontracts payable	_	-	_	_	-	650			2,945,041	-	_	-	2,945
ue to other funds									_,,				_,
General fund	_	_	_		_	_							327
	-	-	-	-	-	-			-	-	-	-	321
Debt service - series 2020 3A	-	-	-	-	-	-		-	-	-	-	-	
eveloper advance	-	-	-	-	-	-			-		-	-	200
ue to Developer	-	-	-	-	-	-		-	-	4,263	-	-	4
ue to Developer - contribution refund	-	-	-	-	-	-			-	-	-	-	795
ue to other			-					<u> </u>					78
Total liabilities			1,968	-	-	650	•	- 219,696	6,378,411	8,526	-	-	9,545
EFERRED INFLOWS OF RESOURCES													
eferred receipts		-	-	-	-	-			-	-	-	34	563
nearned revenue	2,944	-		-							-	-	2
Total deferred inflows of resources	2,944	-	-	-					-		-	34	566
				·							·		·
IND BALANCES													
onspendable:													
Deposits	-	-	-	-	-	-			-	-	-	-	2
estricted for													
Debt service	5,001,915	-	-	-	-	-			-	-	_	-	12,211
Capital projects		20,579	(1,959)	1,871	15	947,912		- (219,650)	3,327,747	(4,263	) -	4,860,239	8,932
nassigned	_	_5,5.5	(1,000)	.,0.1	10	3.1,012		- (2.0,000	_,, +1	(.,200		.,,	(375
Total fund balances	5,001,915	20,579	(1,959)	1,871	15	947,912		- (219,650	3,327,747	(4,263	) -	4,860,239	20,770
rotal fund Dalatices	5,001,313	20,019	(1,939)	1,071		341,312		- (218,000	0,021,141	(4,203		4,000,239	20,770
tal liabilities, deferred inflows of resource	ıs												
I fund balances	\$ 5,004,859	\$ 20,579	\$ 9	\$ 1,871	\$ 15	\$ 948,562	s	- \$ 46	\$ 9,706,158	\$ 4,263	\$ -	\$ 4,860,273	\$ 30,882

### BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GENERAL FUND

### FOR THE PERIOD ENDED SEPTEMBER 30, 2024

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 110	\$ 2,301,016	\$ 2,279,275	101%
Assessment levy: off-roll	430,036	1,588,181	1,713,290	93%
Lot closings	8,484	140,698	-,,	N/A
Developer contributions	1,921,031	3,323,077	2,029,926	164%
Franchise fees collected - gas	2,879	40,068	41,957	95%
Franchise fees collected - electric	56,717	437,311	259,286	169%
Cost share - Accela and Byrne	154,077	207,521	96,000	216%
Site, line & grade review	136,513	1,536,349	200,000	768%
State FL FEMA grant	-	374,358		N/A
Insurance proceeds	_	151,549	_	N/A
Interest & miscellaneous	56	6,851	_	N/A
Total revenues	2,709,903	10,106,979	6,619,734	153%
		.0,.00,0.0		10070
EXPENDITURES Professional & administrative				
Management	5,386	64,733	64,627	100%
Accounting - O&M	1,275	15,325	15,300	100%
9	1,275	500,240	120,000	417%
Engineering	293,531	1,074,189		614%
Engineering - site, line & grade review	36,297		175,000	162%
District counsel		194,012	120,000	
District counsel - site, line & grade review	1,815	32,960	25,000	132% 0%
State road 31 support services	202	2.040	30,000	
Utility locating	303	2,940	1,500	196% 89%
Arbitrage	-	4,000	4,500	
DSF 2015 accounting & assmt collections	625	7,500	7,500	100%
DSF 2018 accounting & assmt collections	625	7,500	7,500	100%
DSF 2018 phase 3 accounting & assmt collections	625	7,500	7,500	100%
DSF 2020 accounting & assmt collections	625	7,500	7,500	100%
DSF 2021 accounting & assmt collections	625	7,500	7,500	100%
DSF 2022 accounting & assmt collections	1,250	15,000	15,000	100%
DSF 2024 accounting & assmt collections	-	7.500	7,500	0%
DSF SIB loan accounting & assmt collections	625	7,500	7,500	100%
SIB estoppel letter	417	5,000	5,000	100%
Dissemination agent	583	7,000	8,000	88%
Audit	-	48,000	24,000	200%
SIB single audit	=	-	15,000	0%
State grant audit	-	250	15,000	0%
Telephone	21	250	250	100%
Postage & shipping	42	5,043	1,200	420%
Legal advertising	564	25,428	15,000	170%
Trustee - series 2015	-	7,452	8,700	86%
Trustee - series 2018	-	4,031	5,875	69%
Trustee - series 2018 area 2B	-	4,246	4,250	100%
Trustee - series 2018 phase 3	-	5,241	5,500	95%
Trustee - series 2018 area 4	-	4,246	4,500	94%
Trustee - series 2020 3B	-	2,956	-	N/A
Trustee - series 2020 3A	-	4,031	=	N/A
Trustee - series 2020 2C	-	3,494		N/A
Trustee - series 2021	4,031	4,031	8,500	47%
Trustee - series 2022	=	4,246	12,500	34%
Debt service - Synovus interest	-	111,597	174,300	64%
Debt service - Principal Prepayment - Synovus Note A	-	362,222	-	N/A
Debt service - Principal Prepayment - Synovus Note B	<del>-</del>	176,055	<del>-</del>	N/A
Office supplies & check stock	238	862	1,000	86%
Meeting room rental	64	442	1,500	29%
Website	-	6,417	12,500	51%
Online processing fee (PayPal)	122	1,130	724	156%
Credit card discount (TSYS)	18,091	120,449	67,920	177%
Dues, licenses, and fees	371	11,643	4,175	279%

### BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GENERAL FUND

### FOR THE PERIOD ENDED SEPTEMBER 30, 2024

	Current Month	Year to Date	Pudget	% of
5	IVIOTILIT	Date	Budget	Budget
Property taxes	=	7 700	50	0%
General liability and POL	-	7,736	7,000	111%
Inland marine (property)	175	50,399	50,000	101%
Franchise fees - LCEC	28,359	218,656	129,643	169%
Franchise fees - FPL	28,359	218,656	129,643	169%
Contingency	812	6,529	5,000	131%
Tax collector	<u> </u>	46,450	47,485	98%
Total professional & administrative	425,856	3,422,337	1,387,642	247%
Field operations and maintenance				
Safety patrol - night	39,080	409,342	375,000	109%
Restroom lease - Founder's Square	2,208	25,710	24,470	105%
Littoral maintenance	14,908	158,481	120,750	131%
Emergency phone service	195	390	-	N/A
Professional services - field management	38,319	406,852	340,000	120%
Accela software	, <u>-</u>	81,142	60,000	135%
Byrne contract (Accela implementation)	18,560	172,332	100,000	172%
Landscape contract	417,605	1,931,407	1,040,000	186%
Irrigation contract	20,690	123,766	85,000	146%
Parks & Grounds	57,968	195,719	-	N/A
Porter contract	38,070	202,284	395,000	51%
Mulch contract	-	626,324	550,000	114%
Landscape - new area	3,990	40,996	25,000	164%
Irrigation - new area	-	6,733	5,500	122%
Porter services - new area	_	778	8,000	10%
Mulch - new area	_	6,741	15,000	45%
Tree trimming	_	13,920	50,000	28%
Landscape - additional services	33,677	654,873	75,000	873%
Water	11,587	51,188	23,000	223%
Sewer	5,855	25,492	14,000	182%
Irrigation	23,297	183,279	179,533	102%
Gas	46	463	1,000	46%
Storm water management	2,205	13,230	1,000	N/A
5	2,200	1,690	1,620	104%
Repairs and maintenance - trails	5,480	44,098	15,000	294%
Repairs and maintenance - common area	5,460	,	,	154%
Repairs and maintenance - pumps and lighting	1,284	10,843	7,020	N/A
Repairs and maintenance - road signage	•	06.650		276%
Repairs and maintenance - irrigation	22,805	96,658	35,000	
Repairs and maintenance - sidewalks	-	10,897	2,500	436%
Repairs and maintenance - hardscape	-	-	2,500	0%
Repairs and maintenance - painting	45.045	3,505	4,500	78%
Bush hogging/mowing	15,815	95,930	25,000	384%
Repairs and maintenance - general	-	56,898	20,520	277%
Speed limit sign maintenance	-	1,284	3,200	40%

### BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GENERAL FUND

### FOR THE PERIOD ENDED SEPTEMBER 30, 2024

	Current Month	Year to Date	Budget	% of Budget
ThorGuard system maintenance and repair		2,075	3,000	69%
Street light lease AIS PH1A	4,704	56,443	56,448	100%
Street light lease AIS PH2A	1,140	13,676	13,680	100%
Street light lease AIS PH1B	5,758	69,098	69,097	100%
Street light lease AIS PH1B2	337	4,043	4,043	100%
Street light lease AIS PH1	3,286	39,432	39,432	100%
Street light lease AlS Firm	214	2,573	2,573	100%
	148	1,773	1,773	100%
Street light lease AIS BNS Entrance	459			100%
Street light lease AIS PH2B		5,513	5,514	
Street light lease AIS Spine Road BB	893	10,711	10,712	100%
Street light lease AIS 301 Spine Road HH-II	517	6,201	6,202	100%
Street light lease AIS 302 Spine Road DD-GG	1,644	19,732	18,048	109%
Street light lease AIS 303 Spine Road GG1	658	7,893	7,893	100%
Street light lease AIS 304 traffic control service	1,419	17,033	17,034	100%
Street light lease AIS PH 2C	459	5,513	5,514	100%
Street light lease AIS PH 1B3	123	1,470	1,471	100%
Street light lease AIS PH 2D	459	5,513	5,514	100%
Street light lease Spine Road DD 18-19	1,699	15,295	20,393	75%
Street light lease Spine Road EE 1-2	1,360	14,955	16,315	92%
Street light lease Spine Road EE 3-4-5	1,699	16,994	20,393	83%
Street light lease Spine Road GG 5-6	1,529	16,824	18,354	92%
Street light lease Spine Road II2-3; YY1-3; DD17	5,183	62,153	62,199	100%
Street light lease AIS Community Sports Park	28,516	57,031	342,189	17%
Street light lease Curry Preserve Interior	443	886	5,317	17%
Street light lease future	113	5,211	8,000	65%
Street light - FPL	6,118	32,894	-	N/A
Electric vehicle charges	3,200	12,799	20,000	64%
Road cleaning/sweeping	3,200	79,642	25,000	319%
- · · · ·	3,200	63,188	10,000	632%
Repairs and maintenance - signage	-	03,100		032 %
Mosquito control	-	26.070	2,500	
Janitorial (comfort station)	-	26,979	36,300	74%
Lake bank R&M	0.507	14,950	65,000	23%
Hurricane prep / potential clean up	2,507	59,591	18,000	331%
Panther mitigation	400.000	3,604	65,000	6%
Mitigation	138,839	503,720	315,500	160%
Fire break maintenance	=	174	15,000	1%
Holiday lighting / light show tower	=	12,500	12,500	100%
Splash pad cleaning	=	13,264	9,000	147%
CDW (Wireless Access WAP)	-	-	2,500	0%
Deferred maintenance expense	848	93,200	75,000	124%
Camera	-	6,328	12,500	51%
License plate reader	361	16,838	4,400	383%
Operational contingency	-	257	-	N/A
Uncoded Expense	41,574	41,574	_	N/A
Total field operations & maintenance	1,033,051	7,092,788	5,052,421	140%
Total expenditures	1,458,907	10,515,125	6,440,063	163%
•				
Excess/(deficiency) of revenues				
over/(under) expenditures	1,250,996	(408,146)	179,671	
over/(under) experientales	1,200,000	(400, 140)	173,071	
OTHER FINANCING SOURCES/(USES)				
Transfers in	-	408,146	-	N/A
Transfers (out)	=		(217,815)	0%
Total other financing sources	-	408,146	(217,815)	-187%
Net change in fund balances	1,250,996		(38,144)	
Fund balances - beginning	(1,250,996)	-		
Fund balances - ending	\$ -	\$ -	\$ (38,144)	
<u> </u>				

### BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES SPECIAL REVENUE FUND - FIELD HOUSE FOR THE PERIOD ENDED SEPTEMBER 30, 2024

REVENUES	
BNS/BHS rent \$ 7,932 \$ 95,184 \$ 95,181	100%
BNS/BHS shared cost amt 21,186 254,232 254,235	100%
Memberships - 2,668 22,000	12%
Court rentals - 15,688 9,500	165%
Events - 7,500	0%
Cafeteria rentals - 1,696 10,000	17%
Full facility rentals - 6,033 22,500	27%
Recreational league 15,000	0%
Interest & miscellaneous 1,279	N/A
Total revenues 29,118 376,780 435,916	86%
EXPENDITURES	
Field House Maintenance Expense	
Maintenance staff 10,101 93,588 133,875	70%
Taxes & benefits 46,856	0%
Facilities insurance - 95,648 100,000	96%
Water & sewer & trash 1,300 15,038 28,000	54%
Communications 5,000	0%
Electricity 14,832 80,880 55,000	147%
Irrigation 116 3,854 8,000	48%
Gas 89 788 3,500	23%
Equipment maintenance contracts 260 21,932 17,500	125%
Cleaning services 5,450 63,364 65,000	97%
Janitorial supplies 439 4,056 15,000	27%
Lighting 6,063 72,751 73,000	100%
Landscape maintenance 14,341 113,979 65,000	175%
Repairs and maintenance 595 10,642 10,000	106%
Contingency	213%
Total expenditures 81,705 636,161 653,731	97%
Excess/(deficiency) of revenues	
over/(under) expenditures (52,587) (259,381) (217,815)	
OTHER FINANCING SOURCES/(USES)	
Transfers in - 217,815	0%
Total other financing sources - 217,815	0%
Net change in fund balances (52,587) (259,381) -	
Fund balances - beginning (320,714) (113,920) -	
Fund balances - ending \$ (373,301) \$ -	

# BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND - SERIES 2015 FOR THE PERIOD ENDED SEPTEMBER 30, 2024

		Current Month		Year to Date	Budget	% of Budget
REVENUES		<u>.</u>				
Assessment levy: on-roll	\$	67	\$	1,284,036	\$ 1,280,906	100%
Assessment levy: off-roll		58,195		58,195	58,195	100%
Interest		10		123		N/A
Total revenues		58,272		1,342,354	1,339,101	100%
EXPENDITURES						
Debt service						
Principal		-		395,000	395,000	100%
Interest		-		904,006	904,269	100%
Total debt service		-		1,299,006	1,299,269	100%
Other fees and charges						
Tax collector		_		25,676	26,686	96%
Total other fees and charges		_		25,676	26,686	96%
Total expenditures				1,324,682	1,325,955	100%
Excess/(deficiency) of revenues						
over/(under) expenditures		58,272		17,672	13,146	
Fund balances - beginning	2	2,443,702		2,484,302	2,246,667	_
Fund balances - ending	\$ 2	2,501,974	\$	2,501,974	\$ 2,259,813	•

# BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND - SERIES 2018 FOR THE PERIOD ENDED SEPTEMBER 30, 2024

	Current Month			Year to Date	Budget	% of Budget	
REVENUES							
Assessment levy: on-roll	\$	7	\$	140,006	\$ 139,665	100%	
Interest		823		9,393		N/A	
Total revenues		830		149,399	 139,665	107%	
EXPENDITURES							
Debt service							
Principal		-		40,000	40,000	100%	
Interest		-		94,550	94,550	100%	
Total debt service		-		134,550	134,550	100%	
Other fees and charges							
Tax collector		-		2,799	2,910	96%	
Total other fees and charges		-		2,799	2,910	96%	
Total expenditures		-		137,349	137,460	100%	
Excess/(deficiency) of revenues							
over/(under) expenditures		830		12,050	2,205		
Fund balances - beginning		197,362		186,142	179,409		
Fund balances - ending	\$	198,192	\$	198,192	\$ 181,614		

# BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND - SERIES 2018 2B FOR THE PERIOD ENDED SEPTEMBER 30, 2024

	Current Year to Month Date				% of Budget	
REVENUES						
Assessment levy: on-roll	\$ 14	\$	250,107	\$	249,497	100%
Interest	 2,403		27,695			N/A
Total revenues	 2,417		277,802		249,497	111%
EXPENDITURES						
Debt service						
Principal	-		70,000		70,000	100%
Interest	-		172,700		172,700	100%
Total debt service	-		242,700		242,700	100%
Other fees and charges						
Tax collector	_		5,001		5,198	96%
Total other fees and charges	 _		5,001		5,198	96%
Total expenditures			247,701		247,898	100%
Excess/(deficiency) of revenues						
over/(under) expenditures	2,417		30,101		1,599	
Fund balances - beginning	576,870		549,186		532,206	
Fund balances - ending	\$ 579,287	\$	579,287	\$	533,805	

# BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND - SERIES 2018 3A FOR THE PERIOD ENDED SEPTEMBER 30, 2024

	Current Year to Month Date		Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 25	\$ 478,087	\$ 476,921	100%
Assessment levy: off-roll	-	317,603	317,603	100%
Interest	6,068	67,261		N/A
Total revenues	6,093	862,951	794,524	109%
EXPENDITURES				
Debt service				
Principal	-	195,000	195,000	100%
Interest	-	586,687	586,688	100%
Total debt service	-	781,687	781,688	100%
Other fees and charges				
Tax collector	_	9,560	9,936	96%
Total other fees and charges		9,560	9,936	96%
Total expenditures	-	791,247	791,624	100%
Excess/(deficiency) of revenues				
over/(under) expenditures	6,093	71,704	2,900	
Fund balances - beginning	1,451,326	1,385,715	1,348,898	
Fund balances - ending	\$ 1,457,419	\$ 1,457,419	\$1,351,798	

# BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND - SERIES 2018 4 FOR THE PERIOD ENDED SEPTEMBER 30, 2024

REVENUES	Current Month	Year to Date	Budget	% of Budget
Assessment levy: on-roll	\$ 11	\$ 215,167	\$217,398	99%
Interest	1,716		Ψ217,000 -	N/A
Total revenues	1,727	234,875	217,398	108%
EXPENDITURES				
Debt service				
Principal	-	55,000	55,000	100%
Interest	<u> </u>	148,906	148,906	100%
Total debt service		203,906	203,906	100%
Other fees and charges				
Tax collector	-	4,304	4,529	95%
Total other fees and charges	-	4,304	4,529	95%
Total expenditures		208,210	208,435	100%
Excess/(deficiency) of revenues				
over/(under) expenditures	1,727	26,665	8,963	
Fund balances - beginning	411,832	386,894	375,514	
Fund balances - ending	\$ 413,559	\$ 413,559	\$384,477	

# BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND - SERIES 2020 2C FOR THE PERIOD ENDED SEPTEMBER 30, 2024

REVENUES	Current Month	Year to Date	Budget	% of Budget
Assessment levy: on-roll	\$ 16	\$ 301,194	\$300,460	100%
Interest	1,187	15,867	-	N/A
Total revenues	1,203	317,061	300,460	106%
EXPENDITURES				
Debt service				
Principal	-	105,000	105,000	100%
Interest	-	188,800	188,800	100%
Total debt service	<u> </u>	293,800	293,800	100%
Other fees and charges				
Tax collector	-	6,023	6,260	96%
Total other fees and charges	-	6,023	6,260	96%
Total expenditures		299,823	300,060	100%
Excess/(deficiency) of revenues				
over/(under) expenditures	1,203	17,238	400	
Fund balances - beginning	284,910	268,875	256,731	
Fund balances - ending	\$ 286,113	\$ 286,113	\$257,131	

# BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND - SERIES 2020 3A FOR THE PERIOD ENDED SEPTEMBER 30, 2024

REVENUES	Current Month			Year to Date	Budget	% of Budget
Assessment levy: on-roll	\$	16	\$	305,660	\$304,912	100%
Assessment levy: off-roll	Ψ	-	Ψ	186,788	186,788	100%
Interest		1,850		23,238	100,700	N/A
Total revenues		1,866		515,686	491,700	105%
EXPENDITURES						
Debt service						
Principal		-		180,000	180,000	100%
Interest		-		306,775	306,775	100%
Total debt service				486,775	486,775	100%
Other fees and charges						
Tax collector		-		6,113	6,352	96%
Total other fees and charges		-		6,113	6,352	96%
Total expenditures				492,888	493,127	100%
Excess/(deficiency) of revenues						
over/(under) expenditures		1,866		22,798	(1,427)	
Fund balances - beginning		448,129		427,197	412,954	
Fund balances - ending	\$	449,995	\$	449,995	\$411,527	

# BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND - SERIES 2020 3B FOR THE PERIOD ENDED SEPTEMBER 30, 2024

REVENUES	Current Month		Year to Date	Budget	% of Budget
Assessment levy: on-roll	\$	8	\$ 150,085	\$ 149,719	100%
Interest	Ψ	609	8,008	Ψ 1-10,7 10	N/A
Total revenues		617	158,093	149,719	106%
EXPENDITURES					
Debt service					
Principal		-	50,000	50,000	100%
Interest		-	93,325	93,325	100%
Total debt service		-	143,325	143,325	100%
Other fees and charges					
Tax collector		-	3,000	3,119	96%
Total other fees and charges		-	3,000	3,119	96%
Total expenditures		-	146,325	146,444	100%
Excess/(deficiency) of revenues					
over/(under) expenditures		617	11,768	3,275	
Fund balances - beginning		145,945	134,794	128,726	=
Fund balances - ending	\$	146,562	\$ 146,562	\$132,001	=

# BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND - SERIES 2021 FOR THE PERIOD ENDED SEPTEMBER 30, 2024

	Current Year to Month Date		Budget	% of Budget
REVENUES Assessment levy: on-roll Assessment levy: off-roll Interest Total revenues	\$ 52 4,880 4,932	\$ 992,346 239,176 64,953 1,296,475	\$ 989,926 239,176 - 1,229,102	100% 100% N/A 105%
EXPENDITURES Debt service				
Principal	-	460,000	460,000	100%
Interest		751,115	751,115	100%
Total debt service		1,211,115	1,211,115	100%
Other fees and charges Tax collector Total other fees and charges Total expenditures		19,842 19,842 1,230,957	20,623 20,623 1,231,738	96% 96% 100%
Excess/(deficiency) of revenues over/(under) expenditures	4,932	65,518	(2,636)	
Fund balances - beginning Fund balances - ending	1,171,223 \$ 1,176,155	1,110,637 \$ 1,176,155	1,023,568 \$ 1,020,932	- -

# BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND - SERIES 2022 FOR THE PERIOD ENDED SEPTEMBER 30, 2024

		Current Month					Budget		% of Budget
REVENUES									
Assessment levy: on-roll	\$	38	\$	721,258	\$	719,499	100%		
Assessment levy: off-roll		255,301		4,357,391		4,451,616	98%		
Interest		20,766		221,697		-	N/A		
Assessments - lot closings		-		126,713			N/A		
Total revenues		276,105		5,427,059		5,171,115	105%		
EXPENDITURES									
Debt service									
Principal		_		1,260,000		1,260,000	100%		
Interest		_		3,917,819		3,917,819	100%		
Cost of issuance		_		10,000		-	N/A		
Total debt service				5,187,819		5,177,819	100%		
Other fees and charges									
Tax collector		_		14,421		14,990	96%		
Total other fees and charges	-	_		14,421		14,990	96%		
Total expenditures		-		5,202,240		5,192,809	100%		
Excess/(deficiency) of revenues									
over/(under) expenditures		276,105		224,819		(21,694)			
Fund balances - beginning	4	4,725,810		4,777,096		4,657,478			
Fund balances - ending		5,001,915	\$	5,001,915	\$	4,635,784			

# BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND - SERIES 2018 FOR THE PERIOD ENDED SEPTEMBER 30, 2024

	_	Current Month	-	ear to Date
REVENUES				
Interest	\$	85	\$	991
Total revenues		85		991
EXPENDITURES Total expenditures		<u>-</u>		<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures		85		991
Fund balances - beginning Fund balances - ending	\$	20,494 20,579	\$	19,588 20,579

# BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND - SERIES 2018 2B FOR THE PERIOD ENDED SEPTEMBER 30, 2024

	-	Current Month		
REVENUES Total revenues	\$	\$ - -		
EXPENDITURES Total expenditures		<u>-</u>		<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures		-		-
Fund balances - beginning Fund balances - ending	\$	(1,959) (1,959)	\$	(1,959) (1,959)

# BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND - SERIES 2018 4 FOR THE PERIOD ENDED SEPTEMBER 30, 2024

	 rrent onth	Year to Date	
REVENUES			
Interest	\$ 8	\$	90
Total revenues	 8		90
EXPENDITURES Total expenditures	<u>-</u>		<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	8		90
Fund balances - beginning Fund balances - ending	\$ 1,863 1,871	\$	1,781 1,871

# BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND - SERIES 2020 2C FOR THE PERIOD ENDED SEPTEMBER 30, 2024

	 Current Month		
REVENUES  Total revenues	\$ <u>-</u>	\$	-
EXPENDITURES  Total expenditures	 <u>-</u>		-
Excess/(deficiency) of revenues over/(under) expenditures	-		-
Fund balances - beginning Fund balances - ending	\$ 15 15	\$	15 15

# BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND - SERIES 2020 3A FOR THE PERIOD ENDED SEPTEMBER 30, 2024

	Current Month		Year to Date	
REVENUES Interest	\$	3,936	\$	45,678
Total revenues	Ψ	3,936	Ψ	45,678
EXPENDITURES		650		650
Total expenditures		650		650
Excess/(deficiency) of revenues over/(under) expenditures		3,286		45,028
Fund balances - beginning Fund balances - ending	\$	944,626 947,912	\$	902,884 947,912

# BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND - SERIES 2021 FOR THE PERIOD ENDED SEPTEMBER 30, 2024

	Current Month	Year to Date
REVENUES	\$	- \$ -
Total revenues		<u> </u>
EXPENDITURES		<u> </u>
Total expenditures		<u> </u>
Excess/(deficiency) of revenues over/(under) expenditures		
OTHER FINANCING SOURCES/(USES)		
Transfers in		1,250,866
Total other financing sources		1,250,866
Net change in fund balances		1,250,866
Fund balances - beginning	(219,650	) (1,470,516)
Fund balances - ending	\$ (219,650	) \$ (219,650)

# BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND - SERIES 2022 FOR THE PERIOD ENDED SEPTEMBER 30, 2024

	 Current Month	Year to Date
REVENUES		
Developer contributions	\$ -	\$ 7,307,104
Interest	73,693	1,581,279
Total revenues	 73,693	8,888,383
EXPENDITURES		
Capital outlay	6,179,539	42,770,836
Total expenditures	6,179,539	42,770,836
Excess/(deficiency) of revenues		
over/(under) expenditures	(6,105,846)	(33,882,453)
OTHER FINANCING SOURCES/(USES)		
Transfers (out)		(1,250,866)
Total other financing sources		(1,250,866)
Net change in fund balances	(6,105,846)	(35,133,319)
Fund balances - beginning	9,433,593	38,461,066
Fund balances - ending	\$ 3,327,747	\$ 3,327,747

# BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND - SERIES 2024 FOR THE PERIOD ENDED SEPTEMBER 30, 2024

	Current Month	Year to Date	
REVENUES	\$ -	\$ -	
Total revenues			
EXPENDITURES			
Capital outlay	4,263	4,263	
Total expenditures	4,263	4,263	
Excess/(deficiency) of revenues over/(under) expenditures	(4,263)	(4,263)	
over/(under) experialitates	(4,200)	(4,200)	
Net change in fund balances	(4,263)	(4,263)	
Fund balances - beginning			
Fund balances - ending	\$ (4,263)	\$ (4,263)	

# BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND - SYNOVUS 2023 FOR THE PERIOD ENDED SEPTEMBER 30, 2024

	Current Month		Year to Date	
REVENUES				
Interest	\$	10	\$	41,556
Total revenues		10		41,556
EXPENDITURES				
Hurricane Ian - repair & maintenance		_	1.	746,521
Contingency		_	,	-
Total expenditures			1,	746,521
over/(under) expenditures		10	(1 ·	704,965)
OTHER FINANCING SOURCES/(USES)		10	(',	701,000)
Transfers (out)		_	(-	408,146)
Total other financing sources				408,146)
Net change in fund balances		10		113,111)
Fund balances - beginning		(10)	•	113,111
Fund balances - ending	\$	-	\$	-

# BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES STATE GRANT AGREEMENT FOR THE PERIOD ENDED SEPTEMBER 30, 2024

	 Current Month		Year to Date	
REVENUES			_	
Developer contributions	\$ 	\$	9,612	
Total revenues			9,612	
EXPENDITURES				
State grant agreement	-		9,612	
Total expenditures	 -		9,612	
Excess/(deficiency) of revenues over/(under) expenditures	-		-	
Fund balances - beginning	 			
Fund balances - ending	\$ 	\$		

# BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES SR 31 IMPROVEMENTS FOR THE PERIOD ENDED SEPTEMBER 30, 2024

	Current Month	Year to Date
REVENUES		
SIB loan revenue	\$ -	\$ 1,801,522
Off-Roll assessments	34,140	34,140
Assessment prepayments	834,507	834,507
Total revenues	868,647	2,670,169
EXPENDITURES SIB loan expense Interest Total expenditures	94,973 34,140 129,113	1,801,522 34,140 1,835,662
Excess/(deficiency) of revenues over/(under) expenditures	739,534	834,507
Fund balances - beginning Fund balances - ending	4,120,705 \$ 4,860,239	4,025,732 \$ 4,860,239

### BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF NET POSITION UTILITY - ENTERPRISE FUND SEPTEMBER 30, 2024

ASSETS	Balance
Current assets:	
Cash - Valley National Bank #4819 - utility	\$ 1,598,472
Undeposited funds	87,941
Accounts receivable	2,201,540
Prepaid expense	211,689
Total current assets	4,099,642
Total assets	4,099,642
LIABILITIES	
Current liabilities:	
Accounts payable	20,048
Lease payable	23,862,389
Unearned revenue	36,723
Customer deposits	389,336
Due to other funds	
Due to solid waste	152
Total current liabilities	24,308,648
Total liabilities	24,308,648
NET POSITION	
Unrestricted	 (20,209,006)
Total net position	\$ (20,209,006)

### BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION UTILITY - ENTERPRISE FUND FOR THE PERIOD ENDED SEPTEMBER 30, 2024

OPERATING REVENUES         Residential         Water base       \$ 144,830       \$ 1,432,391       \$ 1,286,696       111%         Water usage       70,672       722,326       680,022       106%         Waste water base       168,940       1,671,392       1,535,996       109%         Waste water usage       65,992       694,017       761,990       91%         Irrigation base       37,342       370,479       373,846       99%         Irrigation usage       88,716       946,747       820,225       115%		Current Month	Year to Date	Budget	% of Budget
Water base       \$ 144,830       \$ 1,432,391       \$ 1,286,696       111%         Water usage       70,672       722,326       680,022       106%         Waste water base       168,940       1,671,392       1,535,996       109%         Waste water usage       65,992       694,017       761,990       91%         Irrigation base       37,342       370,479       373,846       99%         Irrigation usage       88,716       946,747       820,225       115%	OPERATING REVENUES				
Water base       \$ 144,830       \$ 1,432,391       \$ 1,286,696       111%         Water usage       70,672       722,326       680,022       106%         Waste water base       168,940       1,671,392       1,535,996       109%         Waste water usage       65,992       694,017       761,990       91%         Irrigation base       37,342       370,479       373,846       99%         Irrigation usage       88,716       946,747       820,225       115%					
Water usage       70,672       722,326       680,022       106%         Waste water base       168,940       1,671,392       1,535,996       109%         Waste water usage       65,992       694,017       761,990       91%         Irrigation base       37,342       370,479       373,846       99%         Irrigation usage       88,716       946,747       820,225       115%		\$ 144.830	\$ 1,432,391	\$ 1,286,696	111%
Waste water base       168,940       1,671,392       1,535,996       109%         Waste water usage       65,992       694,017       761,990       91%         Irrigation base       37,342       370,479       373,846       99%         Irrigation usage       88,716       946,747       820,225       115%					
Waste water usage       65,992       694,017       761,990       91%         Irrigation base       37,342       370,479       373,846       99%         Irrigation usage       88,716       946,747       820,225       115%	_	•	•	•	
Irrigation base       37,342       370,479       373,846       99%         Irrigation usage       88,716       946,747       820,225       115%		•			
Irrigation usage 88,716 946,747 820,225 115%	•				
	<u> </u>		· ·		
Fire base 3,781 26,630 5,850 455%			•		
Commercial		2,121	,,	-,	
Water base 24,412 221,981 136,962 162%		24.412	221.981	136.962	162%
Water usage 36,409 343,195 164,133 209%					
Waste water base 2,555 25,171 16,203 155%	•				155%
Waste water usage 10,785 137,421 52,488 262%			· ·	•	
Irrigation base 3,017 29,572 14,187 208%	· · · · · · · · · · · · · · · · · · ·				
Irrigation usage 55,229 743,203 977,673 76%					76%
Fire base 406 4,688 2,800 167%			•		167%
Lot closings			,	•	
Water connection 294,851 4,972,840 2,749,793 181%	<del>-</del>	294,851	4,972,840	2,749,793	181%
Sewer connection 321,685 5,305,559 2,887,176 184%	Sewer connection	321,685		2,887,176	184%
Irrigation connection 75,638 3,371,781 2,114,334 159%	Irrigation connection				159%
Water/irrigation meter set 68,963 1,842,330 1,045,807 176%			1,842,330		176%
Fire connection 242,732 645,628 189,000 342%		242,732	645,628	189,000	342%
Utilities plan review fee 183,718 1,067,306 - N/A	Utilities plan review fee			-	N/A
Miscellaneous income 15,135 243,856 82,170 297%	•			82,170	297%
Late fees 7,054 49,517 10,270 482%	Late fees	7,054	49,517	10,270	482%
Total revenues 1,922,862 24,868,030 15,907,621 156%	Total revenues	1,922,862	24,868,030	15,907,621	156%
OPERATING EXPENSES	ODEDATING EVDENSES				
Lease - utility 4,679,907 26,917,087 20,815,037 129%		4 670 007	26 017 087	20 815 037	120%
Insurance - general liability and POL - 14,990 12,000 125%	•	4,073,307			
Insurance - property coverage 362 219,704 110,000 200%	· · · · · · · · · · · · · · · · · · ·	362			
District counsel 3,958 71,049 15,000 474%			· ·	,	
Engineering - site, line & grade review - 426,327 35,000 474%		5,950			
CC discount 81 949 - N/A		81		-	
Total expenses 4,684,308 27,650,106 20,987,037 132%				20 987 037	
Total operating expenses 4,684,308 27,650,106 20,987,037 132%	•				
10tal operating expenses 4,004,000 27,000,100 20,007,007 10270	Total operating expenses	+,00+,000	21,000,100	20,001,001	10270
Operating income/(loss) (2,761,446) (2,782,076) (5,079,416)	Operating income/(loss)	(2,761,446)	(2,782,076)	(5,079,416)	
Total net position - beginning (17,447,560) (17,426,930) (14,595,796)	Total net position - beginning	(17,447,560)	(17,426,930)	(14,595,796)	
Total net position - ending \$\(\(\(\(\)\)(20,209,006\)\)\$\(\(\)\\$(20,209,006\)\)\$\(\(\)\\$(19,675,212\)					

### BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF NET POSITION SOLID WASTE - ENTERPRISE FUND SEPTEMBER 30, 2024

ASSETS	Balance	
Current assets:		
Cash - Valley National Bank #2146	\$ 44,746	
Assessment receivable	294	
Accounts receivable	53,162	
Due from utility fund	152	
Due from other	990	
Prepaid expense	31,540	
Total current assets	130,884	
LIABILITIES		
Current liabilities:		
Accounts payable	31,633	
Lease payable	1,529,596	
Total current liabilities	1,561,229	
Total liabilities	1,561,229	
NET POSITION		
Unrestricted	(1,430,345)	
Total net position	\$ (1,430,345)	

### BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION SOLID WASTE - ENTERPRISE FUND FOR THE PERIOD ENDED SEPTEMBER 30, 2024

	Curren Month		Year to Date				% of Budget
OPERATING REVENUES							
Assessment levy: on-roll	\$	39	\$ (	682,643	\$	706,588	97%
Assessment levy: off-roll	2,	579		144,698		56,726	255%
Collection revenue	33,	900	,	326,618		250,720	130%
Recycle collection revenue	15,	406		172,954		97,520	177%
Lot closings		-		238		-	N/A
Miscellaneous income		-		1,262		-	N/A
Total revenues	51,	924	1,3	328,413		1,111,554	120%
OPERATING EXPENSES							
Lease (base pymt \$2,777.91 per month)	288,	860	1,	508,559		1,276,592	118%
District counsel		94		1,421		7,500	19%
Insurance							
General liability and POL		-		9,753		6,700	146%
Excess liability		-		3,656		12,000	30%
Auto liability		-		3,792		3,200	119%
Inland marine (property)		-		-		4,000	0%
Online processing fee		30		360		_	N/A
Miscellaneous/contingency		-		377		_	N/A
Tax collector		-		13,650		14,721	93%
Total expenses	288,	984	1,	541,568	-	\$1,324,713	116%
Operating income/(loss)	(237,	060)	(2	213,155)		(213,159)	
Total net position - beginning	(1,193,			217,190)		(1,284,113)	
Total net position - ending	\$ (1,430,	345)	\$ (1,4	430,345)	\$ (	(1,497,272)	

# BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES LINE, SITE, GRADE - GENERAL FUND FOR THE PERIOD ENDED SEPTEMBER 30, 2024

	Current Month	Year to Date
REVENUES		
Line, site, grade revenue	\$ 136,513	\$ 1,588,181
Total revenues	136,513	1,588,181
EXPENDITURES Line, site, grade expense Total expenditures	295,346 295,346	1,107,149 1,107,149
Excess/(deficiency) of revenues over/(under) expenditures	(158,833)	481,032
Fund balances - beginning Fund balances - ending	639,865 \$ 481,032	\$ 481,032

# BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES LINE, SITE, GRADE - ENTERPRISE FUND FOR THE PERIOD ENDED SEPTEMBER 30, 2024

	_	Current Month	 Year to Date
REVENUES			
Line, site, grade revenue	\$	183,718	\$ 1,067,306
Total revenues		183,718	1,067,306
EXPENDITURES Line, site, grade expense Total expenditures		<u>-</u>	 426,327 426,327
Excess/(deficiency) of revenues over/(under) expenditures		183,718	640,979
Fund balances - beginning		457,261	 _
Fund balances - ending	\$	640,979	\$ 640,979

### APPENDIX F FORM OF CONTINUING DISCLOSURE AGREEMENT



### CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") dated November 27, 2024, is executed and delivered by the BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT (the "Issuer" or the "District"), BABCOCK PROPERTY HOLDINGS, L.L.C., a Delaware limited liability company (the "Landowner"), LENNAR HOMES, LLC, a Florida limited liability company ("Lennar Homes"), and WRATHELL, HUNT AND ASSOCIATES, LLC, as dissemination agent (together with its successors and assigns, the "Dissemination Agent") in connection with the Issuer's \$56,985,000 Special Assessment Revenue Bonds, Series 2024 (Series 2024 Project) (the "Series 2024 Bonds") and consented to and agreed to by the Trustee (as defined herein) and the District Manager (as defined herein).

The Series 2024 Bonds are secured pursuant to a Master Trust Indenture dated as of December 1, 2015 (the "Master Indenture"), as supplemented by an Eleventh Supplemental Trust Indenture dated as of November 1, 2024, related to the Series 2024 Bonds (the "Eleventh Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each entered into by and between the Issuer and U.S. Bank Trust Company, National Association, as successor to U.S. Bank National Association, as trustee (the "Trustee"), a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in Fort Lauderdale, Florida.

The Series 2024 Bonds are being issued by the Issuer to provide funds to be used for a portion of the Costs of the Series 2024 Project. The Issuer has authorized the preparation and distribution of the Preliminary Limited Offering Memorandum dated November 4, 2024 with respect to the Series 2024 Bonds (the "Preliminary Limited Offering Memorandum") and, on or before the date of the Preliminary Limited Offering Memorandum, the Issuer deemed that the Preliminary Limited Offering Memorandum was final within the meaning of the Rule (as defined herein). Upon the initial sale of the Series 2024 Bonds to the Participating Underwriter (as defined herein), the Issuer authorized the preparation and distribution of the Limited Offering Memorandum dated November 13, 2024 with respect to the Series 2024 Bonds (the "Limited Offering Memorandum").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and other consideration contained herein, the District, the Landowner, Lennar Homes 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 Landowner, Lennar Homes and the Dissemination Agent for the benefit of the Beneficial Owners (as defined herein) of the Series 2024 Bonds and to assist the Participating Underwriter (as defined herein) of the Series 2024 Bonds in complying with the Rule (as defined herein). The Issuer, the Landowner and Lennar Homes, respectively, have undertaken to provide certain annual or quarterly financial information and notice of certain events on an ongoing basis for so long as the Series 2024 Bonds remain outstanding as set forth herein.

The Issuer has no reason to believe that this Disclosure Agreement does not satisfy the requirements of the Rule and the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction, a governmental regulatory agency, or an attorney specializing in federal securities law, that the Rule requires the Issuer or other Obligated Person (as defined herein) to provide additional information, the Issuer and each Obligated Person which is a party hereto 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. **<u>Definitions</u>**. 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 and the Limited Offering Memorandum. 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 (f)(9) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Annual Report" shall mean any annual report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessment Area" shall mean the Series 2024 Assessment Area, which comprises the following "Phases": Lee County Parcel 1, Lee County Parcel 2, MidTown Parcel 1, MidTown Parcel 2, MidTown Parcel 3, MidTown Parcel 4, Tuckers Cove Phase 1C & 1D Parcel, Webbs Reserve Phase 1 and DiVosta Parcel – Phase 2, all as more particularly described in the Limited Offering Memorandum, which collectively are the portions of the District lands subject to the Assessments (as defined herein).

"Assessments" shall mean the non-ad valorem Series 2024 Special Assessments pledged to the payment of the Series 2024 Bonds pursuant to the Indenture, as further described in the Limited Offering Memorandum.

"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 Series 2024 Bonds (including persons holding Series 2024 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2024 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 8 hereof. Wrathell, Hunt and Associates, LLC, has been designated as the initial Dissemination Agent hereunder.

"District Manager" shall mean Wrathell, Hunt and Associates, LLC, and its successors and assigns.

"EMMA" means the Electronic Municipal Market Access system, a service of the MSRB, or any successor thereto.

"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.

"Fiscal Year" shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or any such other twelve-month period designated by the Issuer, from time to time, to be its fiscal year.

"Listed Events" shall mean any of the events listed in Section 6(a) of this Disclosure Agreement.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

"Obligated Person(s)" shall mean, with respect to the Series 2024 Bonds, those person(s) who either generally or through an enterprise, fund, or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Series 2024 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 Landowner and, with respect to Tuckers Cove Phase 1C & 1D Parcel and Webbs Reserve Phase 1, Lennar Homes, for so long as the Landowner or Lennar Homes, as applicable, and their respective affiliates, successors or assigns (excluding residential homebuyers who are end users), are the owners of District lands within a Phase of the Assessment Area 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 May 1, 2025.

"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 only Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure filings through the EMMA website at http://emma.msrb.org.

"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.

"Unaudited Financial Statements" means the financial statements (if any) of the Issuer the prior Fiscal Year which have not been certified by an independent auditor.

### 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, 2025, which shall be due no later than March 31, 2026. 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 file its Audited Financial Statements for the Fiscal Year ended September 30, 2024 on or before June 30, 2025. If the Audited Financial Statements are not available prior to the Audited Financial Statements Filing Date, the Issuer shall provide the

Unaudited Financial Statements and when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Dissemination Agent for filing with the Repository.

The Issuer shall, or shall cause the Dissemination Agent to, provide to the Repository the components of an Annual Report which satisfies the requirements of Section 4(a) of this Disclosure Agreement within thirty (30) days after same becomes available, but in no event later than the Annual Filing Date or Audited Financial Statements Filing Date, if applicable. If the Issuer's Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 6.

- If on the fifteenth (15<sup>th</sup>) day prior to each Annual Filing Date or the Audited (b) 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 and the Audited Financial Statements (or if the Audited Financial Statements are not available, the Unaudited 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)(A) has occurred and to immediately send a notice to the Repository in substantially the form attached hereto as Exhibit A.
- (c) If the Dissemination Agent has not received an Annual Report by 12:00 noon on the first (1<sup>st</sup>) Business Day following the Annual Filing Date for the Annual Report or the Audited Financial Statements by 12:00 noon on the first (1<sup>st</sup>) Business Day following the Audited Financial Statements Filing Date for the Audited Financial Statements (even if Unaudited Financial Statements are provided), then a Listed Event as described in Section 6(a)(xv) shall have occurred and the Dissemination Agent shall immediately send a notice to the Repository in substantially the form attached as Exhibit A.

### (d) The Dissemination Agent shall:

- (i) determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and
- (ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Issuer stating that the Annual Report or Audited Financial Statement has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing all Repositories with which it was filed.
- (e) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Agreement shall be provided in an EMMA Compliant Format.

### 4. <u>Content of Annual Reports</u>.

- (a) Each Annual Report shall be in the form set in <u>Schedule A</u> attached hereto and shall contain the following Annual Financial Information with respect to the Issuer:
- (i) All fund balances in all Funds, Accounts and subaccounts for the Bonds and the total amount of Bonds Outstanding, in each case as of December 31st following the end of the most recent prior Fiscal Year.
- (ii) The method by which Assessments are being levied (whether onroll or off-roll) and the amounts being levied by each method in the Assessment Area for the current Fiscal Year, and a copy of the assessment roll (on roll and off roll) for the Assessments certified for collection in the Assessment Area for the current Fiscal Year.
- (iii) The method by which Assessments were levied (whether on-roll or off-roll) and the amounts levied by each method in the Assessment Area for the most recent prior Fiscal Year.
- (iv) The amount of Assessments collected in the Assessment Area from the property owners during the most recent prior Fiscal Year.
- (v) If available, the amount of delinquencies in the Assessment Area greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of the Assessments due in any year, a list of delinquent property owners.
- (vi) If available, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year.
- (vii) The amount of principal and interest to be paid on the Bonds in the current Fiscal Year.
  - (viii) The most recent Audited Financial Statements of the Issuer.
- (ix) In the event of any amendment or waiver of a provision of this Disclosure Agreement, a description of such amendment or waiver in the next Annual Report, and in each case shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth (unless Audited Financial Statements are being delivered more than 180 days after the close of the Issuer's Fiscal Year pursuant to Section 3(a) hereof). Any or all of the items listed above may be incorporated by reference from other documents, including limited offering memorandums and official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the SEC. If the document incorporated by reference is a final limited offering memorandum or official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

- (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) 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 but in all events if received prior to the Quarterly Filing Date no later than such date, the Dissemination Agent shall provide a Quarterly Report to the Repository.
- (b) Each Quarterly Report shall contain an update of the following information to the extent available with respect to each Phase within the Assessment Area:
  - (i) The number of lots planned.

### Lot Ownership Information

- (ii) The number of lots owned by the Obligated Person.
- (iii) The number of lots owned by homebuilders. [Note: if the Obligated Person and the homebuilder are the same entity, then only report the information in (ii)].
  - (iv) The number of lots owned by homebuyers.

### Lot Status Information

- (v) The number of lots developed.
- (vi) The number of lots platted.

### Home Sales Status Information

- (vii) The number of homes sold (but <u>not</u> closed) to homebuyers during quarter.
- (viii) The number of homes sold (and closed) with homebuyers during quarter.
- (ix) The total number of homes sold and closed with homebuyers (cumulative).

### Material Changes/Transfers

- (x) Material changes to any of the following: (1) builder contracts, if applicable, (2) the number of lots planned to be developed, (3) permits/approvals, and (4) existing mortgage debt of the Obligated Person or the incurrence of new mortgage debt by the Obligated Person since the date hereof.
- (xi) Any sale, assignment or transfer of ownership of lands by the Obligated Person to a third party which will in turn become an Obligated Person hereunder.
- (c) If an Obligated Person sells, assigns or otherwise transfers ownership of real property in the Assessment Area or any Phase therein (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 Landowner or Lennar Homes from its respective obligations hereunder except to the extent a written Assignment from a Transferee is obtained and delivered to the Dissemination Agent and then only to the extent of such Assignment.
- (d) If the Dissemination Agent has not received a Quarterly Report that contains, at a minimum, the information in Section 5(b) of this Disclosure Agreement by 12:00 noon on the first (1<sup>st</sup>) Business Day following each Quarterly Filing Date, a Listed Event described in Section 6(a)(xvii) shall have occurred and the District and each Obligated Person hereby direct the Dissemination Agent to send a notice to the Repository in substantially the form attached as Exhibit A, with a copy to the District. The Dissemination Agent shall file such notice no later than thirty (30) days following the applicable Quarterly Filing Date.

### 6. Reporting of Listed Events.

- (a) This Section 6 shall govern the giving of notices of the occurrence of any of the following Listed Events:
  - (i) Principal and interest payment delinquencies;
  - (ii) Non-payment related defaults, if material;
  - (iii) Unscheduled draws on the Series 2024 Reserve Account related to the Series 2024 Bonds 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 Series 2024 Bonds, or other material events affecting the tax status of the Series 2024 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 Series 2024 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

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<sup>\*</sup> Not applicable to the Series 2024 Bonds at their date of issuance.

liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person);

- (xiii) Consummation of a merger, consolidation, or acquisition involving the Issuer or any Obligated Person or the sale of all or substantially all of the assets of the Issuer or any Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) Appointment of a successor or additional Trustee or the change of name of the Trustee, if material; and
- (xv) Incurrence of a financial obligation (which term for the purposes of this Section 6(a)(xv) (xvi) shall be defined as provided in the Rule) of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, if material;
- (xvi) Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a financial obligation of the Issuer, any of which reflect financial difficulties; and
- (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 Dissemination Agent to disseminate the information (provided that such date is not later than the tenth (10<sup>th</sup>) Business Day after the occurrence of the Listed Event or such earlier time period as required by 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)(B) 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. <u>Termination of Disclosure Agreement</u>. This Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Series 2024 Bonds.
- 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 Beneficial Owners. If at any time there is not any other designated Dissemination Agent, the Issuer shall be deemed to be the Dissemination Agent. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain responsible until payment in full for any and all sums owed and payable to the Dissemination Agent hereunder. The initial Dissemination Agent shall be Wrathell, Hunt and Associates, LLC. 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. The District may terminate the Dissemination Agent at any time upon delivery of written notice to the Dissemination Agent and each Obligated Person.
- 9. <u>Amendment; Waiver</u>. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the Issuer, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment and/or waiver in the next Annual Report and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Notwithstanding the above provisions of this Section 9, no amendment to the provisions of Section 5(b) hereof may be made without the consent of each Obligated Person, if any.

10. <u>Additional Information</u>. 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.

- Default. In the event of a failure of the Issuer, the Disclosure Representative, any Obligated Person or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Beneficial Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Series 2024 Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any beneficial owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer, the Disclosure Representative, any Obligated Person or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement by any Obligated Person shall not be deemed a default by the Issuer hereunder and no default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Disclosure Representative, any Obligated Person, or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.
- 12. <u>Duties of Dissemination Agent</u>. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement among the District, the Landowner, Lennar Homes 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 Landowner, Lennar Homes and the Disclosure Representative acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, Obligated Person(s), the Disclosure Representative and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, any Obligated Person or the Disclosure Representative as thereafter disseminated by the Dissemination Agent. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA compliant format.
- 13. <u>Beneficiaries</u>. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Landowner, Lennar Homes, the Dissemination Agent, the Trustee, the Participating Underwriter and the Beneficial Owners of the Series 2024 Bonds (the Dissemination Agent, the Trustee, Participating Underwriter and Beneficial Owners of the Series 2024 Bonds being hereby deemed express third party beneficiaries of this Disclosure Agreement), and shall create no rights in any other person or entity.

- 14. <u>Tax Roll and Budget</u>. Upon the request of the Dissemination Agent, the Trustee or any Beneficial Owner, the Issuer, through its District Manager, if applicable, agrees to provide such party with a certified copy of its most recent tax rolls provided to the Charlotte County Tax Collector and the Lee County Tax Collector, and the Issuer's most recent adopted budget.
- 15. <u>Governing Law</u>. 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 Charlotte County, Florida.
- 16. <u>Counterparts</u>. 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.
- 17. <u>Trustee Cooperation</u>. 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 the Dissemination Agent requests in writing that are readily available and in the possession of the Trustee.
- 18. <u>Binding Effect</u>. 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 Landowner and Lennar Homes, or any assignee or successor thereto that becomes an Obligated Person pursuant to the terms of this Disclosure Agreement, only successor or assignees to such parties who are, by definition, Obligated Persons, shall be bound or benefited by this Disclosure Agreement.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF,** the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

### **BABCOCK RANCH COMMUNITY** INDEPENDENT SPECIAL DISTRICT, AS **ISSUER** [SEAL] By: \_\_\_\_\_\_ Chairperson, Board of Supervisors ATTEST: By: \_\_\_\_\_\_Assistant Secretary BABCOCK PROPERTY HOLDINGS, L.L.C., a Delaware limited liability company, AS **OBLIGATED PERSON** By: \_\_\_\_\_\_ Alfred Dougherty, Chief Operating Officer LENNAR HOMES, LLC, a Florida limited liability company, AS OBLIGATED PERSON By: \_\_\_\_\_ Name: Title: WRATHELL, HUNT AND ASSOCIATES, LLC, AS DISSEMINATION AGENT

### **CONSENTED TO AND AGREED TO BY:**

### **DISTRICT MANAGER**

**WRATHELL, HUNT AND ASSOCIATES,** LLC, AS DISTRICT MANAGER

Ву:	
Name:	
Title:	

### **TRUSTEE**

Acknowledged and agreed to for purposes of Sections 11, 13 and 17 only:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE

By:		
Vice President		

### **EXHIBIT A**

### FORM OF NOTICE TO REPOSITORIES OF FAILURE TO FILE [ANNUAL REPORT] [AUDITED FINANCIAL STATEMENTS][QUARTERLY REPORT]

Name	e of Issuer:	Babcock Ranch Community Independent Special District	
Name	\$56,985,000 Special Assessment Revenue Bonds, Series (Series 2024 Project) (the "Series 2024 Bonds")		
Obliga	ated Person(s):	[Babcock Property Holdings, LLC]	
Origin	nal Date of Issuance:	November 27, 2024	
CUSI	P Numbers:		
named Agreen and the undersing Report	al Report] [Audited Factories 2024 Bonds a ment dated November e Dissemination Agentiqued that it anticipates	Y GIVEN that the [Issuer][Obligated Person] has not provided an inancial Statements] [Quarterly Report] with respect to the aboves required by [Section 3] [Section 5] of the Continuing Disclosure 27, 2024, by and between the Issuer, the Landowner, Lennar Homes at named therein. The [Issuer][Obligated Person] has advised the sthat the [Annual Report] [Audited Financial Statements] [Quarterly	
		WRATHELL, HUNT AND ASSOCIATES,	
		LLC, as Dissemination Agent	
		By: Name: Title:	
		-140.	
	_		
cc:	Issuer Trustee		

### **SCHEDULE A**

### FORM OF DISTRICT'S ANNUAL REPORT (Due 3/31)

1. Fund Balances

2.

Combin	ed Trust Estate Assets	Quarter Ended – 12/31
Acquis	sition and Construction Fund	
Reven	ue Fund	
Reserv	re Fund	
Prepay	ment Fund	
Other		
Total Bo	onds Outstanding	
TOTAL		
Assessme	ent Certification and Collection I	nformation
	For the Current District Fiscal Year Off Roll)	r – Manner in which Assessments are collected (On Roll vs.
		\$ Certified
	On Roll	\$
	Off Roll	\$
	TOTAL	\$
2.	Attach to Report the following	:
A.	On Roll – Copy of certified ass	sessment roll for the District's current Fiscal Year
B.	Off Roll – List of folios for a assigned to each folio	all off roll Assessments, together with annual Assessment

3. For the immediately ended Bond Year, provide the levy and collection information

Total Levy	\$ Levied	\$ Collected
On Roll	\$	\$
Off Roll	\$	\$
TOTAL		

- 4. If available, the amount of delinquencies in the Assessment Area greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amount of the Assessments due in any year, a list of delinquent property owners
- 5. If available, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year
- 6. The amount of principal and interest to be paid on the Bonds in the current Fiscal Year

