This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Series 2026 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction. The District has deemed this Preliminary Limited Offering Memorandum "final," except for permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED NOVEMBER 20, 2026

NEW ISSUE - BOOK-ENTRY ONLY
LIMITED OFFERING **NOT RATED**

In the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, under existing statutes, regulations, rulings and court decisions and subject to the conditions described herein under "TAX MATTERS," interest on the Series 2026 Bonds is (a) excludable from gross income of the owners thereof for federal income tax purposes, except as otherwise described herein under the caption "TAX MATTERS" and (b) not an item of tax preference for purposes of the federal alternative minimum tax; provided, however, with respect to certain corporations, interest on the Series 2026 Bonds is taken into account in determining the annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on such corporations. See "TAX MATTERS" herein for a general discussion of Bond Counsel's opinion and other tax considerations.

$5,900,000*
CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT
(CITY OF PALM BAY, FLORIDA)
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2026
(ASSESSMENT AREA TWO)

Dated: Date of Issuance **Due: As set forth below**

The Cypress Bay West Community Development District Capital Improvement Revenue Bonds, Series 2026 (Assessment Area Two) (the "Series 2026 Bonds") are being issued by the Cypress Bay West Community Development District (the "District") only in fully registered form, without coupons, in denominations of $5,000 and any integral multiple thereof.

The Series 2026 Bonds will bear interest at the fixed rates set forth below, 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, 2027. The Series 2026 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 2026 Bonds will be made only in book-entry form. Accordingly, principal of and interest on the Series 2026 Bonds will be paid from the Series 2026 Trust Estate (as hereinafter defined) by U.S. Bank Trust Company, National Association, as trustee (the "Trustee") directly to Cede & Co., as the registered Owner thereof. Disbursements of such payments to the Direct Participants (as hereinafter defined) are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of Direct Participants and the Indirect Participants (as hereinafter defined), as more fully described herein. Any purchaser of a beneficial interest of a Series 2026 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 2026 Bond. See "DESCRIPTION OF THE SERIES 2026 BONDS - Book-Entry Only System" herein.

Proceeds of the Series 2026 Bonds will be applied to: (i) finance a portion of the Cost of acquiring, constructing and equipping assessable improvements comprising the Assessment Area Two Project (as defined herein), (ii) pay certain costs associated with the issuance of the Series 2026 Bonds, (iii) make a deposit into the Series 2026 Reserve Account to be held for the benefit of all of the Series 2026 Bonds, and (iv) pay a portion of the interest to become due on the Series 2026 Bonds. See "ESTIMATED SOURCES AND USES OF SERIES 2026 BOND PROCEEDS" herein.

The District, which is the issuer of the Series 2026 Bonds, is a local unit of special purpose government of the State of Florida (the "State"), created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and established by Ordinance No. 2022-14 of the City Council of the City of Palm Bay, Florida (the "City"), adopted on March 3, 2022 (the "Ordinance"). The Series 2026 Bonds are being issued pursuant to the Act, Resolution Nos. 2022-26 and 2027-02 adopted by the Board of Supervisors of the District (the "Board") on April 6, 2022 and October 1, 2026, respectively, and a Master Trust Indenture dated as of July 1, 2023 (the "Master Indenture"), as supplemented by a Second Supplemental Trust Indenture dated as of December 1, 2026 (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and the Trustee. The Series 2026 Bonds are equally and ratably secured by the Series 2026 Trust Estate, without preference or priority of one Series 2026 Bond over another. The Series 2026 Pledged Revenues consist of all right, title and interest of the District in, to and under, subject to the terms and conditions of the Indenture, the revenues derived by the District from the Series 2026 Assessments (the "Series 2026 Pledged Revenues") and the Series 2026 Pledged Funds consist of all of the Funds and Accounts (except for the Series 2026 Rebate Account) established under the Second Supplemental Indenture (the "Series 2026 Pledged Funds") which together shall constitute the Series Trust Estate securing the Series 2026 Bonds (the "Series 2026 Trust Estate"). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS."

The Series 2026 Bonds are subject to optional, mandatory sinking fund and extraordinary mandatory redemption prior to maturity. See "DESCRIPTION OF THE SERIES 2026 BONDS – Redemption Provisions" herein.

NEITHER THE SERIES 2026 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 2026 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 2026 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2026 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2026 PLEDGED REVENUES AND THE SERIES 2026 PLEDGED FUNDS PLEDGED TO THE SERIES 2026 BONDS, ALL AS PROVIDED IN THE SERIES 2026 BONDS AND IN THE INDENTURE.

The Series 2026 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 2026 Bonds. The Series 2026 Bonds are not credit enhanced or rated and no application has been made for credit enhancement or a rating with respect to the Series 2026 Bonds.

This cover page contains information for quick reference only. It is not a summary of the Series 2026 Bonds. Investors must read the entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

MATURITY SCHEDULE

$_____ – ___% Series 2026 Term Bond due May 1, 20__, Yield ____%, Price _____ CUSIP # _____**
$_____ – ___% Series 2026 Term Bond due May 1, 20__, Yield ____%, Price _____ CUSIP # _____**
$_____ – ___% Series 2026 Term Bond due May 1, 20__, Yield ____%, Price _____ CUSIP # _____**

The Series 2026 Bonds are offered for delivery when, as and if issued by the District and subject to the receipt of the approving legal opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel. Certain legal matters will be passed upon for the District by its counsel, Kutak Rock LLP, Tallahassee, Florida, for the Developer by its counsel, J. Wayne Crosby, P.A., Winter Park, Florida, and for the Underwriter by its counsel, GrayRobinson, P.A., Tampa, Florida. It is expected that the Series 2026 Bonds will be delivered in book-entry form through the facilities of DTC on or about December __, 2026.

fmsbonds, Inc.
Municipal Bond Specialists

Dated: _____, 2026.

* Preliminary, subject to change.

** 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.

CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS

Craig Hotop*, Chairperson
Chris Williams*, Vice-Chairperson
Dan Eshleman*, Assistant Secretary
Tiffany Rosario*, Assistant Secretary
Tim Gee*, Assistant Secretary

* Employee of, or affiliated with, the Developer (as defined herein)

DISTRICT MANAGER/METHODOLOGY CONSULTANT

Wrathell, Hunt & Associates, LLC
Boca Raton, Florida

DISTRICT COUNSEL

Kutak Rock LLP
Tallahassee, Florida

BOND COUNSEL

Nabors, Giblin & Nickerson, P.A.
Tampa, Florida

DISTRICT ENGINEER

Dewberry Engineers Inc.
Orlando, Florida

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE DISTRICT TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DISTRICT. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY OF THE SERIES 2026 BONDS AND THERE SHALL BE NO OFFER, SOLICITATION, OR SALE OF THE SERIES 2026 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE DEVELOPER (AS HEREINAFTER DEFINED), THE DISTRICT, PUBLIC DOCUMENTS, RECORDS AND OTHER SOURCES, WHICH SOURCES ARE BELIEVED TO BE RELIABLE BUT WHICH INFORMATION IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF, THE UNDERWRITER NAMED ON THE COVER PAGE OF THIS LIMITED OFFERING MEMORANDUM. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN CONTAINED ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE DISTRICT, THE DEVELOPER OR THE BUILDER OR IN THE STATUS OF THE DEVELOPMENT, ASSESSMENT AREA TWO OR THE ASSESSMENT AREA TWO PROJECT (AS SUCH TERMS ARE HEREINAFTER DEFINED) SINCE THE DATE HEREOF.

THE SERIES 2026 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 2026 BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF ANY JURISDICTIONS WHEREIN THESE SECURITIES HAVE BEEN OR WILL BE REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THE CITY, BREVARD COUNTY, FLORIDA, THE STATE, NOR ANY OTHER POLITICAL SUBDIVISIONS THEREOF HAVE GUARANTEED OR PASSED UPON THE MERITS OF THE SERIES 2026 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," "SHOULD," "INTENDS," "EXPECTS," "BELIEVES," "ANTICIPATES," OR "ESTIMATES." THE READER IS CAUTIONED THAT FORWARD-LOOKING STATEMENTS ARE SUBJECT TO A VARIETY OF UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER FROM THE PROJECTED RESULTS. THOSE RISKS AND UNCERTAINTIES INCLUDE GENERAL ECONOMIC AND BUSINESS CONDITIONS, CONDITIONS IN THE FINANCIAL MARKETS AND REAL ESTATE MARKET, THE DISTRICT'S COLLECTION OF ASSESSMENTS, AND VARIOUS OTHER FACTORS WHICH MAY BE BEYOND THE DISTRICT'S AND THE DEVELOPER'S CONTROL. BECAUSE THE DISTRICT AND THE DEVELOPER CANNOT PREDICT ALL FACTORS THAT MAY AFFECT FUTURE DECISIONS, ACTIONS, EVENTS, OR FINANCIAL CIRCUMSTANCES, WHAT ACTUALLY HAPPENS MAY BE DIFFERENT FROM WHAT IS INCLUDED IN FORWARD-LOOKING STATEMENTS.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT AND THE DEVELOPER DO NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

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

THIS PRELIMINARY LIMITED OFFERING MEMORANDUM IS IN A FORM DEEMED FINAL BY THE DISTRICT FOR PURPOSES OF RULE 15C2-12 UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN INFORMATION PERMITTED TO BE OMITTED PURSUANT TO RULE 15C2-12(B)(1).

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LIMITED OFFERING MEMORANDUM

$5,900,000*
CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT
(CITY OF PALM BAY, FLORIDA)
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2026
(ASSESSMENT AREA TWO)

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page and appendices attached hereto, is to set forth certain information in connection with the offering for sale by the Cypress Bay West Community Development District (the "District") of its $5,900,000* Capital Improvement Revenue Bonds, Series 2026 (Assessment Area Two) (the "Series 2026 Bonds").

THE SERIES 2026 BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. PURSUANT TO APPLICABLE STATE LAW, THE UNDERWRITER IS LIMITING THIS INITIAL OFFERING OF THE SERIES 2026 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 2026 BONDS. POTENTIAL INVESTORS ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE SERIES 2026 BONDS. SEE "BONDOWNERS' RISKS" AND "SUITABILITY FOR INVESTMENT" HEREIN.

The District, which is the issuer of the Series 2026 Bonds, is a local unit of special purpose government of the State of Florida (the "State"), created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and established by Ordinance No. 2022-14 of the City Council of the City of Palm Bay, Florida (the "City"), adopted on March 3, 2022 (the "Ordinance"). The District was created for the purpose of delivering certain community development services and facilities for the benefit of the District Lands (as hereinafter defined) and has previously determined to undertake, in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of the District Lands. The Act authorizes the District to issue bonds for the purposes of, among others, financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, or equipping water management, water supply, sewer and wastewater management, bridges or culverts, public roads, street lights and other basic infrastructure projects within or without the boundaries of the District as provided in the Act.

The District currently contains approximately 453.79 gross acres of land (the "District Lands") located entirely within the municipal boundaries of the City in Brevard County, Florida (the "County"). The District Lands are being developed as an approximately 1,323-unit master-planned residential community to be known as "Cypress Bay West" (the "Development"). The Development is located south of Mara Loma Boulevard, west of Babcock Street Southeast, and north of Davis Lane. See "THE DEVELOPMENT" herein for more information.

* Preliminary, subject to change.

Land development within the Development is being phased. The first five phases of land development have been platted to contain a total of 429 single-family lots ("Assessment Area One"). The next phases of land development consisting of phases 6, 7, 8A, 8B, and 10, are planned to contain 383 single-family lots ("Assessment Area Two"). The remaining phases 9, 11, 12, and 13 of land development are planned to contain 511 residential units which will be developed and financed in the future. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein.

The District previously issued its Series 2023 Bonds (as defined herein) to finance a portion of the development of Assessment Area One. Assessment Area One is platted and developed. See "THE DEVELOPMENT – Update on Prior Phases" herein for more information.

Forestar (USA) Real Estate Group Inc., a Delaware corporation (the "Developer"), is the developer of the lands in Assessment Area Two and is selling developed lots to D.R. Horton, Inc., a Delaware corporation ("Horton" or the "Builder"). Horton is marketing and constructing homes for sale to homebuyers. As of November 19, 2026, approximately 6 homes have closed with homebuyers in Assessment Area Two and approximately 13 homes have sold pending closings, Horton owns 62 platted lots, and the Developer owns the remaining 151 platted lots within Assessment Area Two. See "THE DEVELOPMENT" and "THE DEVELOPER AND THE BUILDER" herein for additional information.

The Series 2026 Bonds are being issued pursuant to the Act, Resolution Nos. 2022-26 and 2027-02 adopted by the Board of Supervisors of the District (the "Board") on April 6, 2022 and October 1, 2026, respectively, and a Master Trust Indenture dated as of July 1, 2023 (the "Master Indenture"), as supplemented by a Second Supplemental Trust Indenture dated as of December 1, 2026 (the "Second 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 trustee (the "Trustee"). All capitalized terms used in this Limited Offering Memorandum that are defined in the Indenture and not defined herein shall have the respective meanings set forth in the Indenture. See "APPENDIX B: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL INDENTURE" hereto.

The Series 2026 Bonds are equally and ratably secured by the Series 2026 Trust Estate, without preference or priority of one Series 2026 Bond over another. The Series 2026 Pledged Revenues consist of all right, title and interest of the District in, to and under, subject to the terms and conditions of the Indenture, the revenues derived by the District from the Series 2026 Assessments (the "Series 2026 Pledged Revenues") and the Series 2026 Pledged Funds consist of all of the Funds and Accounts (except for the Series 2026 Rebate Account) established under the Second Supplemental Indenture (the "Series 2026 Pledged Funds") which together shall constitute the Series Trust Estate securing the Series 2026 Bonds (the "Series 2026 Trust Estate"). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS."

Proceeds of the Series 2026 Bonds will be applied to: (i) finance a portion of the Cost of acquiring, constructing and equipping assessable improvements comprising the Assessment Area Two Project (hereinafter defined), (ii) pay certain costs associated with the issuance of the Series 2026 Bonds, (iii) make a deposit into the Series 2026 Reserve Account to be held for the benefit of all of the Series 2026 Bonds, and (iv) pay a portion of the interest to become due on the Series 2026 Bonds. See "ESTIMATED SOURCES AND USES OF SERIES 2026 BOND PROCEEDS."

There follows in this Limited Offering Memorandum a brief description of the District, Assessment Area Two, the Assessment Area Two Project, the Development, the Developer, the Builder, and summaries of the terms of the Series 2026 Bonds, the Indenture and certain provisions of the Act. All references herein to the Indenture and the Act are qualified in their entirety by reference to such document and statute, and all references to the Series 2026 Bonds are qualified by reference to the form thereof and the information

with respect thereto contained in the Indenture. A copy of the Master Indenture and proposed form of the Second Supplemental Indenture appear as APPENDIX B hereto.

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

DESCRIPTION OF THE SERIES 2026 BONDS

General Description

The Series 2026 Bonds are being issued only in fully registered 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 2026 Bonds at the time of initial delivery of the Series 2026 Bonds, such Beneficial Owner must either execute and deliver to the District and the Underwriter on the date of delivery of the Series 2026 Bonds an investor letter substantially in the form attached to the Second Supplemental Indenture or otherwise establish to the satisfaction of the Underwriter that such Beneficial Owner is an "accredited investor," as described in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended. The Series 2026 Bonds will initially be sold only to "accredited investors" within the meaning of Chapter 517, Florida Statutes, as amended, and the rules promulgated thereunder by 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 2026 Bonds.

Each Series 2026 Bond shall be dated the date of initial delivery. Each Series 2026 Bond shall also bear its date of authentication. Each Series 2026 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 2026 Bond has been paid, in which event such Series 2026 Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Series 2026 Bonds, in which event such Series 2026 Bond shall bear interest from its date. Interest on the Series 2026 Bonds shall be due and payable on each May 1 and November 1, commencing May 1, 2027 and shall be computed on the basis of a 360-day year of twelve 30-day months.

The Series 2026 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2026 Bond for each maturity thereof. Upon initial issuance, the ownership of each such Series 2026 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of The Depository Trust Company ("DTC"), the initial Bond Depository. Except as provided in the Second Supplemental Indenture, all of the Outstanding Series 2026 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC. See "DESCRIPTION OF THE SERIES 2026 BONDS - Book-Entry Only System" herein.

The Second Supplemental Indenture provides that, with respect to Series 2026 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.

U.S. Bank Trust Company, National Association is the Trustee, Bond Registrar and Paying Agent for the Series 2026 Bonds.

[Remainder of page intentionally left blank.]

Redemption Provisions

Optional Redemption

The Series 2026 Bonds are subject to redemption prior to maturity at the option of the District, in whole or in part, on any date on or after May 1, 20__ at the Redemption Price of the principal amount of the Series 2026 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

Mandatory Sinking Fund Redemption

The Series 2026 Bond maturing May 1, 20[__], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments 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.

Year	Amortization Installment
	$
*	

* Maturity

The Series 2026 Bond maturing May 1, 20[__], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments 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.

Year	Amortization Installment
	$
*	

* Maturity

[Remainder of page intentionally left blank.]

The Series 2026 Bond maturing May 1, 20[__], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments 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.

Year	**Amortization Installment**
	$

If less than all of the Series 2026 Bonds shall be called for redemption, the particular Series 2026 Bonds or portions of Series 2026 Bonds to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture, or as provided or directed by DTC.

Notice of Redemption

Notice of each redemption of Series 2026 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 date of redemption to each registered Owner of Series 2026 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 2026 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 2026 Bonds or such portions thereof on such date, interest on such Series 2026 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2026 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 2026 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.

Pursuant to the 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.

Purchase of Series 2026 Bonds

Subject to the provisions of the Indenture, the District may purchase the Series 2026 Bonds in the open market at a price no higher than the highest Redemption Price (including premium) for the Series 2026 Bond to be so purchased with any funds legally available therefor and any such Series 2026 Bonds so purchased shall be credited to the amounts otherwise required to be deposited for the payment of the Series 2026 Bonds as provided in the Indenture. See "APPENDIX B: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL INDENTURE."

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 2026 Bonds. The Series 2026 Bonds will be issued as fully-registered bonds 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 bond certificate will be issued for each maturity of the Series 2026 Bonds and will be deposited with DTC. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform

Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (the "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 (the "Indirect Participants"). DTC has a Standard and Poor's rating of AA+. The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission (the "SEC"). More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2026 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2026 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2026 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 2026 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2026 Bonds, except in the event that use of the book-entry system for the Series 2026 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2026 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 2026 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2026 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2026 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping an 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 made among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Series 2026 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2026 Bonds, as the case may be, to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2026 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 2026 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2026 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 Bond Registrar on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Bond Registrar or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent for the Series 2026 Bonds. 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 the Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2026 Bonds at any time by giving reasonable notice to the District. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2026 Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Series 2026 Bond certificates will be printed and delivered to DTC.

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 2026 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 2026 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 2026 BONDS

General

NEITHER THE SERIES 2026 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 2026 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 2026 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE SERIES 2026 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2026 PLEDGED REVENUES AND THE SERIES 2026 PLEDGED FUNDS PLEDGED TO THE SERIES 2026 BONDS, ALL AS PROVIDED IN THE SERIES 2026 BONDS AND IN THE INDENTURE.

The Series 2026 Bonds are equally and ratably secured by the Series 2026 Trust Estate, without preference or priority of one Series 2026 Bond over another. The Series 2026 Trust Estate consists of all right, title and interest of the District in, to and under, subject to the terms and conditions of the Indenture, the revenues derived by the District from the Series 2026 Assessments (the "Series 2026 Pledged Revenues") and the Funds and Accounts (except for the Series 2026 Rebate Account) established under the Second Supplemental Indenture (the "Series 2026 Pledged Funds") which shall constitute the Series Trust Estate securing the Series 2026 Bonds (the "Series 2026 Trust Estate"). The "Series 2026 Assessments" are the non-ad valorem special assessments imposed, levied and collected by the District in accordance with the Series 2026 Assessment Proceedings. The Series 2026 Bonds will be secured by the Series 2026 Assessments levied on certain assessable land within Assessment Area Two.

Non-ad valorem assessments are not based on millage and are not taxes, but can become a lien against the homestead as permitted in Section 4, Article X of the Florida State Constitution. The Series 2026 Assessments will constitute a lien against the land as to which the Series 2026 Assessments are imposed. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

Covenant to Levy the Series 2026 Assessments

The District will covenant in the Indenture to comply with the terms of the Series 2026 Assessment Proceedings heretofore adopted with respect to the Series 2026 Assessments, including the Assessment Methodology (as defined herein), and to levy Series 2026 Assessments and collect 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 the Series 2026 Bonds when due.

If any Series 2026 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 2026 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 2026 Assessment when it might have done so, the District has additionally covenanted to either (i) take all necessary steps to cause a new Series 2026 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 2026 Assessment from legally available moneys, which moneys shall be deposited into the Series 2026 Revenue Account. See "BONDOWNERS' RISKS" herein. In case any such subsequent Series 2026 Assessment shall also be annulled, the District shall obtain and make other Series 2026 Assessments until a valid Series 2026 Assessment shall be made.

Prepayment of Series 2026 Assessments

Pursuant to the Series 2026 Assessment Proceedings, an owner of property subject to the Series 2026 Assessments may pay all or a portion of the principal balance of such Series 2026 Assessments remaining due at any time if there is also paid an amount equal to the interest that would otherwise be due on such balance on the next succeeding Interest Payment Date for the Series 2026 Bonds, or, if prepaid during the forty-five (45) day period preceding such Interest Payment Date, on the second succeeding Interest Payment Date. See "BONDOWNERS' RISKS – Prepayment and Redemption Risk" herein.

Pursuant to the Act, an owner of property subject to the levy of Series 2026 Assessments may pay the entire balance of the Series 2026 Assessments remaining due, without interest, within thirty (30) days after the Assessment Area Two Project has been completed or acquired by the District, and the Board has adopted a resolution accepting the Assessment Area Two Project pursuant to Chapter 170.09, Florida Statutes. The Developer, as the previous sole owner of the property within Assessment Area Two, covenanted to waive this right with respect to the property in Assessment Area Two pursuant to a Declaration of Consent. Such declaration was recorded in the public records of the County, and the covenants contained therein are binding on its successors in interest. See "BONDOWNERS' RISKS – Prepayment and Redemption Risk" herein.

The Series 2026 Bonds are subject to extraordinary mandatory redemption as indicated under "DESCRIPTION OF THE SERIES 2026 BONDS – Redemption Provisions – Extraordinary Mandatory Redemption" from optional prepayments of Series 2026 Assessments by property owners. See "APPENDIX E: ASSESSMENT METHODOLOGY" attached hereto.

Limitation on Issuance of Additional Obligations

Pursuant to the Second Supplemental Indenture, other than Refunding Bonds issued to refund the then Outstanding Series 2026 Bonds, the issuance of which results in net present value Debt Service savings, the District shall not, while any Series 2026 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2026 Trust Estate. The District will further covenant and agree that so long as the Series 2026 Assessments have not been Substantially Absorbed, it will not issue Bonds or other debt obligations secured by Assessments on any lands subject to the Series 2026 Assessments without the written consent of the Majority Owners. Notwithstanding the immediately preceding sentence, the District may impose Assessments on property subject to the Series 2026 Assessments which are necessary for health, safety or welfare reasons, or to remediate a natural disaster, or to effect repairs to or replacement of property, facilities or equipment of the District without the consent of the Majority Owners. "Substantially Absorbed" is defined in the Second Supplemental Indenture to mean the date on which the principal amount of the Series 2026 Assessments equaling at least seventy-five percent (75%) of the then Outstanding principal amount of the Series 2026 Bonds is levied on tax parcels within Assessment Area Two with respect to which a certificate of occupancy has been issued for a structure thereon, as certified by an Authorized Officer and upon which the Trustee may conclusively rely.

The District and/or other public entities may impose taxes or other special assessments on the same properties encumbered by the Series 2026 Assessments without the consent of the Owners of the Series 2026 Bonds. The District is expected to impose certain non-ad valorem special assessments called maintenance assessments, which are of equal dignity with the Series 2026 Assessments, on the same lands upon which the Series 2026 Assessments are imposed, to fund the maintenance and operation of the District. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" and "BONDOWNERS' RISKS" herein.

Series 2026 Acquisition and Construction Account

Pursuant to the Second Supplemental Indenture, there is established within the Acquisition and Construction Fund held by the Trustee a Series 2026 Acquisition and Construction Account. Amounts on deposit in the Series 2026 Acquisition and Construction Account shall be applied to pay Costs of the Assessment Area Two Project upon compliance with the requisition provisions set forth in the Master Indenture and on the form attached to the Second Supplemental Indenture. The Trustee shall have no duty to verify that any requested disbursement from the Series 2026 Acquisition and Construction Account is for a Cost of the Assessment Area Two Project. The Consulting Engineer shall establish a Date of Completion for the Assessment Area Two Project, and any balance remaining in the Series 2026

Acquisition and Construction Account after such Date of Completion (taking into account the moneys then on deposit therein to pay any accrued but unpaid Costs of the Assessment Area Two Project which are required to be reserved in the Series 2026 Acquisition and Construction Account in accordance with the certificate of the Consulting Engineer delivered to the District and the Trustee establishing such Date of Completion), shall be transferred to the Series 2026 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2026 Bonds in accordance with the Second Supplemental Indenture and in the manner prescribed in the form of Series 2026 Bond attached as an exhibit to the Second Supplemental Indenture. Notwithstanding the foregoing, the District shall not establish a Date of Completion until after both the Reserve Account Release Conditions #1 and the Reserve Account Release Conditions #2 have been satisfied and moneys have been transferred from the Series 2026 Reserve Account to the Series 2026 Acquisition and Construction Account as a result of such satisfaction pursuant to the Second Supplemental Indenture. At such time as there are no amounts on deposit in the Series 2026 Acquisition and Construction Account, such Account shall be closed.

In accordance with the provisions of the Indenture, the Series 2026 Bonds are payable solely from the Series 2026 Pledged Revenues and the Series 2026 Pledged Funds held by the Trustee under the Indenture for such purpose. Anything in the Indenture to the contrary notwithstanding, the District acknowledges that (i) the Series 2026 Pledged Funds include, without limitation, all amounts on deposit in the Series 2026 Acquisition and Construction Account then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the Series 2026 Bonds, the Series 2026 Pledged Funds may not be used by the District (whether to pay Costs of the Assessment Area Two Project or otherwise) without the written consent of the Majority Owners, except to the extent that prior to the occurrence of the Event of Default the District had incurred a binding obligation with third parties for work on the Assessment Area Two Project and payment is for such work, and (iii) upon the occurrence of an Event of Default with respect to the Series 2026 Bonds, the Series 2026 Pledged Funds may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay the reasonable costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The District shall not enter into any binding agreement with respect to the Assessment Area Two Project that will cause the expenditure of additional funds from the Series 2026 Trust Estate after the occurrence and during the continuance of an Event of Default unless authorized in writing by the Majority Owners.

Series 2026 Reserve Account

The Second Supplemental Indenture establishes a Series 2026 Reserve Account within the Reserve Fund for the Series 2026 Bonds, which shall be held for the benefit of all of the Series 2026 Bonds, without distinction as to Series 2026 Bonds and without privilege or priority of one Series 2026 Bond over another. The Series 2026 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2026 Reserve Account Requirement. "Series 2026 Reserve Account Requirement" is defined in the Second Supplemental Indenture to mean an amount equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2026 Bonds, as of the time of any such calculation, until such time as the Reserve Account Release Conditions #1 are met, at which time and thereafter, Series 2026 Reserve Account Requirement shall mean an amount equal to twenty-five percent (25%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2026 Bonds, as of the time of any such calculation, until such time as the Reserve Account Release Conditions #2 are met, at which time and thereafter, Series 2026 Reserve Account Requirement shall mean an amount equal to ten percent (10%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2026 Bonds, as of the time of any such calculation. On the date of initial issuance of the Series 2026 Bonds, the Series 2026 Reserve Account Requirement shall be $_____.

"Reserve Account Release Conditions #1" shall mean, collectively, that (a) all lots subject to the Series 2026 Assessments have been developed and platted, and (b) there are no Events of Default occurring

or continuing under the Indenture with respect to the Series 2026 Bonds. The Consulting Engineer shall provide a written certification to the District and the Trustee certifying that the event in clause (a) has occurred and the District Manager shall provide a written certification to the District and the Trustee affirming clause (b), on which certifications the Trustee may conclusively rely.

"Reserve Account Release Conditions #2" shall mean, collectively, that (a) all of the Reserve Account Release Conditions #1 have been satisfied, (b) all lots subject to the Series 2026 Assessments have constructed homes thereon which have each received a certificate of occupancy, (c) all of the principal portion of the Series 2026 Assessments have been assigned to such homes, (d) all Series 2026 Assessments are being collected pursuant to the Uniform Method, and (e) there are no Events of Default occurring or continuing under the Indenture with respect to the Series 2026 Bonds. The District Manager shall provide a written certification to the District and the Trustee certifying that the events in clauses (a) through (d) have occurred and affirming clause (e), on which certifications the Trustee may conclusively rely.

Except as otherwise provided in the Indenture, amounts on deposit in the Series 2026 Reserve Account shall be used only for the purpose of making payments into the Series 2026 Interest Account and the Series 2026 Sinking Fund Account to pay Debt Service on the Series 2026 Bonds, when due, without distinction as to Series 2026 Bonds and without privilege or priority of one Series 2026 Bond over another, to the extent the moneys on deposit in such Accounts available therefor are insufficient and for no other purpose. The Series 2026 Reserve Account shall consist only of cash and Series 2026 Investment Obligations.

Anything in the Indenture to the contrary notwithstanding, 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 preceding such forty-fifth (45th) day), an Authorized Officer of the District shall recalculate the Series 2026 Reserve Account Requirement and shall direct the Trustee in writing to transfer any excess on deposit in the Series 2026 Reserve Account (a) resulting from Prepayments of Series 2026 Assessments into the Series 2026 Prepayment Subaccount and applied as a credit against the Prepayment otherwise required to be made by the owner of such lot or parcel subject to such Prepayment and thereafter applied to the extraordinary mandatory redemption of the Series 2026 Bonds, (b) resulting from a reduction of the Series 2026 Reserve Account Requirement as the result of either the Reserve Account Release Conditions #1 or the Reserve Account Release Conditions #2 being met into the Series 2026 Acquisition and Construction Account and used for the purposes of such Account, or (c) resulting from investment earnings as provided in the Second Supplemental Indenture. The Trustee is hereby authorized to make such transfers and has no duty to verify such calculations.

On the earliest date on which there is on deposit in the Series 2026 Reserve Account sufficient moneys, after taking into account other moneys available therefor, to pay and redeem all of the Outstanding Series 2026 Bonds, together with accrued interest and redemption premium, if any, on such Series 2026 Bonds to the earliest Redemption Date permitted therein and in the Second Supplemental Indenture, then the Trustee shall transfer the amount on deposit in the Series 2026 Reserve Account into the Series 2026 Prepayment Subaccount to pay and redeem all of the Outstanding Series 2026 Bonds on the earliest Redemption Date permitted for redemption therein and in the Second Supplemental Indenture.

Anything in the Indenture to the contrary notwithstanding, amounts on deposit in the Series 2026 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 Assessments.

Deposit and Application of the Series 2026 Pledged Revenues

Pursuant to the Second Supplemental Indenture, the Trustee is authorized and directed to deposit any and all amounts required to be deposited in the Series 2026 Revenue Account 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 2026 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 2026 Revenue Account (i) Series 2026 Assessment Revenues other than Series 2026 Prepayments (which Series 2026 Prepayments shall be identified by the District to the Trustee as such in writing upon deposit, upon which certification the Trustee may conclusively rely, and which shall be deposited into the Series 2026 Prepayment Subaccount), (ii) Series 2026 Prepayment Interest, and (iii) any other revenues required by other provisions of the Indenture to be deposited into the Series 2026 Revenue Account.

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 preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the Series 2026 Prepayment Subaccount and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2026 Revenue Account for deposit into the Series 2026 Prepayment Subaccount an amount sufficient to increase the amount on deposit therein to the nearest integral multiple of $5,000 (provided that there are sufficient funds remaining in the Series 2026 Revenue Account to pay Debt Service coming due on the Series 2026 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2026 Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2026 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2026 Bonds set forth in the form of Series 2026 Bonds attached to the Second Supplemental Indenture and the provisions of the Indenture.

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), the Trustee shall first transfer from the Series 2026 Capitalized Interest Account to the Series 2026 Interest Account the lesser of (i) the amount of interest coming due on the Series 2026 Bonds on such May 1 or November 1, less the amount already on deposit in the Series 2026 Interest Account, or (ii) the amount remaining in the Series 2026 Capitalized Interest Account. Following the foregoing transfer, 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 then transfer amounts on deposit in the Series 2026 Revenue Account to the Accounts designated below in the following amounts and in the following order of priority:

FIRST, to the Series 2026 Interest Account, the amount, if any, equal to the difference between the amount of interest payable on all Series 2026 Bonds then Outstanding on such May 1 or November 1, and (i) the amount transferred from the Series 2026 Capitalized Interest Account in accordance with Section 408(d) of the Second Supplemental Indenture, if any, and (ii) the amount already on deposit in the Series 2026 Interest Account not previously credited;

SECOND, on May 1, 20[__] and on each May 1 thereafter, to the Series 2026 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2026 Bonds subject to mandatory sinking fund redemption on such May 1 and the amount already on deposit in the Series 2026 Sinking Fund Account not previously credited;

THIRD, to the Series 2026 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2026 Reserve Account Requirement with respect to the Series 2026 Bonds; and

FOURTH, the balance shall first be deposited into the Series 2026 Costs of Issuance Account to fund any deficiencies in the amount allocated to pay the costs of issuance relating to the Series 2026 Bonds, and then the balance shall be retained in the Series 2026 Revenue Account.

On any date required by the Arbitrage Certificate, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2026 Revenue Account to the Series 2026 Rebate Account the amount due and owing to the United States, which amount shall be paid to the United States when due in accordance with such Arbitrage Certificate.

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 2026 Bonds shall be invested only in Series 2026 Investment Obligations. Earnings on investments in the Series 2026 Acquisition and Construction Account, the Series 2026 Interest Account and the Series 2026 Capitalized Interest Account shall be retained, as realized, in such Accounts and used for the purposes of such Accounts. Earnings on investments in the Funds and Accounts other than the Series 2026 Reserve Account, and other than as set forth above, shall be deposited, as realized, to the credit of the Series 2026 Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2026 Reserve Account shall be disposed of as follows:

(i) if there was no deficiency (as defined in the Master Indenture) in the Series 2026 Reserve Account as of the most recent date on which amounts on deposit in the Series 2026 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2026 Reserve Account since such date which have created a deficiency, then earnings on investments in the Series 2026 Reserve Account shall be deposited into the Series 2026 Capitalized Interest Account through May 1, 2027, and thereafter shall be deposited into the Series 2026 Revenue Account and used for the purpose of such Account; or

(ii) if there was a deficiency (as defined in the Master Indenture) in the Series 2026 Reserve Account as of the most recent date on which amounts on deposit in the Series 2026 Reserve Account were valued by the Trustee, or if after such date withdrawals have been made from the Series 2026 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2026 Reserve Account shall be retained in the Series 2026 Reserve Account until the amount on deposit therein is equal to the Series 2026 Reserve Account Requirement, and then earnings on investments in the Series 2026 Reserve Account shall be deposited into the Series 2026 Capitalized Interest Account through May 1, 2027, and thereafter shall be deposited into the Series 2026 Revenue Account and used for the purpose of such Account.

The foregoing determination and disbursement shall be made prior to any recalculation and transfer of excess amounts on deposit in the Series 2026 Reserve Account made pursuant to the Second Supplemental Indenture.

Provisions Relating to Bankruptcy or Insolvency of Landowner

The following provisions of the Master Indenture shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel, or tax parcels which are in the aggregate, subject to at least five percent (5%)

of the Series 2026 Assessments pledged to the Series 2026 Bonds then 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 in the Indenture that, although the Series 2026 Bonds were issued by the District, the Owners of the Series 2026 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:

(a) the District will agree that it shall make a reasonable attempt to timely seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2026 Bonds then 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 2026 Assessments relating to the Series 2026 Bonds then Outstanding, the Series 2026 Bonds then Outstanding or any rights of the Trustee under the Indenture (provided, however, the Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2026 Bonds then Outstanding, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following delivery to the Trustee of a written request for consent);

(b) the District will agree that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2026 Assessments relating to the Series 2026 Bonds then Outstanding, the Series 2026 Bonds then Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;

(c) the District will agree that it shall make a reasonable attempt to timely seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, the Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2026 Bonds then Outstanding, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following delivery to the Trustee of a written request for consent);

(d) 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 2026 Assessments relating to the Series 2026 Bonds then 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 2026 Assessments relating to the Series 2026 Bonds then 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

(e) the District shall not challenge the validity or amount of any claim submitted in good faith by the Trustee in such Proceeding 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 the Trustee's enforcement of the District's claim and rights with respect to the Series

2026 Assessments relating to the Series 2026 Bonds then Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District will agree that the Trustee shall have the right to (i) file a proof of claim with respect to the Series 2026 Assessments pledged to the Series 2026 Bonds then Outstanding, (ii) deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) defend any objection filed to said proof of claim.

The District will acknowledge and agree in the Indenture that it shall not be a defense to a breach of the foregoing covenants that it has acted on advice of counsel in not complying with the foregoing covenants.

Nothing in the Master Indenture shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for Operation and Maintenance Assessments, and the District shall be free to pursue such a claim for Operation and Maintenance Assessments in such manner as it shall deem appropriate in its sole and absolute discretion; provided, however, that such claim shall not seek to reduce the amount or receipt of Series 2026 Assessments. Any actions taken by the District in pursuance of its claim for Operation and Maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Series 2026 Assessments relating to the Series 2026 Bonds then 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 (d) above.

Events of Default and Certain Remedies upon an Event of Default

The Master Indenture provides that each of the following shall be an "Event of Default" under the Indenture with respect to the Series 2026 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 the Series 2026 Bonds is not made when due;

(b) the District shall for any reason be rendered incapable of fulfilling its obligations under the Indenture;

(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 the Assessment Area Two Project;

(d) the District is adjudged insolvent by a court of competent jurisdiction, or is adjudged 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 Series 2026 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 2026 Reserve Account to pay Debt Service on the Series 2026 Bonds (regardless of whether the Trustee does or does not, per the direction of the Majority Owners, actually withdraw such funds from the Series 2026 Reserve Account to pay Debt Service on the Series 2026 Bonds);

(h) the District shall default in the due and punctual performance of any of the material covenants, conditions, agreements and provisions contained in the Series 2026 Bonds or in the Indenture on the part of the District to be performed (other than a default in the payment of Debt Service on the Series 2026 Bonds when due, which is an Event of Default under subsection (a) above) and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the District by the Trustee or, if the Trustee is unwilling or unable to act, by Owners of not less than ten percent (10%) in aggregate principal amount of the Series 2026 Bonds then Outstanding and affected by such default; and

(i) more than twenty percent (20%) of the Operation and Maintenance Assessments levied by the District on tax parcels subject to the Series 2026 Assessments are not paid by the date such are due and payable.

No Series of Bonds issued under the Master Indenture are subject to acceleration unless the Assessments securing such Bonds have been accelerated. Upon the happening and continuance of any Event of Default specified above with respect to the Series 2026 Bonds, the Trustee may protect and enforce the rights of the Owners of the Series 2026 Bonds under State law, and under the Indenture and the Series 2026 Bonds, by such proceedings in equity or at law, either for the specific performance of any covenant or agreement contained in the Master Indenture 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 2026 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 2026 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 paragraph.

No Owner of the Series 2026 Bonds shall have any right to pursue any other remedy under the Master Indenture or the Series 2026 Bonds unless: (a) an Event of Default shall have occurred and is continuing; (b) the Majority Owners of the Series 2026 Bonds then Outstanding have requested the Trustee, in writing, to exercise the powers granted in the Master Indenture or to pursue such remedy in its or their name or names; (c) the Trustee has been offered indemnity satisfactory to it against costs, expenses and liabilities reasonably anticipated to be incurred; (d) 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 (e) no direction inconsistent with such request has been given to the Trustee during such sixty (60) day

period by the Majority Owners of the Series 2026 Bonds then Outstanding. The exercise of such rights is further subject to the provisions of the Master Indenture. No Owner or Owners of the Series 2026 Bonds shall have any right in any manner whatsoever to enforce any right under the Master Indenture, except in the manner provided in the Master Indenture.

The District will covenant and agree in the Master 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 Operation and Maintenance Assessments, the provisions for the foreclosure of liens of Delinquent Assessments, including delinquent Direct Billed Operation and Maintenance 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 2026 Bonds. Notwithstanding anything to the contrary in the Master Indenture, and unless otherwise directed by the Majority Owners of the Series 2026 Bonds and allowed pursuant to federal or State law, the District acknowledges and agrees that (y) 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 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 (z) 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. See "APPENDIX B: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL INDENTURE" attached hereto for more information.

ENFORCEMENT OF ASSESSMENT COLLECTIONS

General

The primary source of payment for the Series 2026 Bonds is the collection of the Series 2026 Assessments imposed on certain Assessment Area Two lands within the District that are specially benefited by the Assessment Area Two Project pursuant to the Series 2026 Assessment Proceedings. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein and "APPENDIX E: ASSESSMENT METHODOLOGY" attached hereto.

The imposition, levy, and collection of Series 2026 Assessments must be done in compliance with the procedural requirements and guidelines provided by State law. Failure by the District, the Brevard County Tax Collector (the "Tax Collector") or the Brevard County Property Appraiser (the "Property Appraiser") to comply with such requirements could result in delay in the collection of, or the complete inability to collect, the Series 2026 Assessments during any year. Such delays in the collection of the Series 2026 Assessments would have a material adverse effect on the ability of the District to make full or punctual payment of Debt Service on the Series 2026 Bonds. See "BONDOWNERS' RISKS." To the extent that landowners fail to pay the Series 2026 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 2026 Bonds. For the Series 2026 Assessments to be valid, the Series 2026 Assessments must meet two requirements: (1) the benefit from the Assessment Area Two Project to the lands subject to the Series 2026 Assessments must exceed or equal the amount of the Series 2026 Assessments, and (2) the Series 2026 Assessments must be fairly and reasonably allocated across all such benefitted properties.

Pursuant to the Act and the Series 2026 Assessment Proceedings, the District may collect the Series 2026 Assessments through a variety of methods. See "BONDOWNERS' RISKS." The Series 2026

Assessments levied on platted lots are expected to be added to the County tax roll and collected pursuant to the Uniform Method. For the initial tax year, the District is expected to directly issue annual bills to the landowners requiring payment of the Series 2026 Assessments, and will enforce that bill through foreclosure proceedings. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" and "APPENDIX E: ASSESSMENT METHODOLOGY." The following is a description of certain statutory provisions relating to each of these collection methods. Such description is not intended to be exhaustive and is qualified in its entirety by reference to such statutes.

Direct Billing & Foreclosure Procedure

As noted above, and pursuant to Chapters 170 and 190 of the Florida Statutes, the District may directly levy, collect and enforce the Series 2026 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 2026 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 the Series 2026 Assessments and the ability to foreclose the lien of such Series 2026 Assessments upon the failure to pay such Series 2026 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 2026 Assessments. See " BONDOWNERS' RISKS."

Uniform Method Procedure

Subject to certain conditions, and for developed lands (as described above), the District may alternatively elect to collect the Series 2026 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 2026 Assessments to be levied and then collected in this manner.

If the Uniform Method of collection is used, the Series 2026 Assessments will be collected together with City, County, school, special district, and other ad valorem taxes and non-ad valorem assessments (together, "Taxes and Assessments"), all of which will appear on the tax bill (also referred to as a "tax notice") issued to each landowner in the District. The statutes relating to enforcement of Taxes and Assessments provide that such Taxes and Assessments become due and payable on November 1 of the year when assessed, or as soon thereafter as the certified tax roll is received by the Tax Collector, and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such Taxes and Assessments – including the Series 2026 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 2026 Assessments. In other words, any partial prepayment 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 State law such as Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. Therefore, in the event the Series 2026 Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item, would cause the Series 2026 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 Debt Service on the Series 2026 Bonds.

Under the Uniform Method, if the Series 2026 Assessments are paid during November when due or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. All unpaid Taxes and Assessments become delinquent on April 1 of the year following assessment.

The Tax Collector is required to collect the Taxes and Assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such Taxes and Assessments through the sale of "tax certificates," as discussed below. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process. Neither the District nor the Underwriter can give any assurance to the holders of the Series 2026 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 2026 Assessments, (2) that future landowners and taxpayers in the District will pay such Series 2026 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 Series 2026 Assessment Proceedings to discharge the lien of the Series 2026 Assessments and all other liens that are coequal therewith.

Collection of delinquent Series 2026 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 2026 Assessments due. Prior to the sale of tax certificates, the landowner may bring current the delinquent Taxes and Assessments and cancel the tax certificate process by paying the total amount of delinquent Taxes and Assessments plus all applicable interest, costs and charges. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates by public bid to the person who pays the delinquent Taxes and Assessments owing, and any applicable interest, costs and charges, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than 18%).

If there are no bidders, the tax certificate is issued to the County. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest, which is currently 18%. The Tax Collector does not collect any money if tax certificates are issued, or struck off, to the County. The County may sell such certificates to the public at any time after issuance, but before a tax deed application is made, at the face amount thereof plus interest at the rate of not more than 18% per annum, costs and charges. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the Series 2026 Assessments), interest, costs and charges on the real property described in the certificate.

Unless full payment for a tax deed is made to the clerk of court, including documentary stamps and recording fees, 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, and 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 years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all other outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due (as well as any costs of resale, if applicable). If the County holds a tax certificate on property valued at $5,000 or more and has not succeeded in selling it, the County must apply for a tax deed two years after April 1 of the year of issuance of the certificate or as soon thereafter as is reasonable. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

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

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 County Commission that the property is available. At any time within ninety (90) days from the date the property is placed on the list, the County may purchase the land for the opening bid, or may waive its rights to purchase the property. Thereafter, and without further notice or advertising, any person, the County or any other governmental unit may purchase the land by paying the amount of the opening bid. Ad valorem taxes and non-ad valorem assessments accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three years from the date the property was offered for sale, unsold lands escheat to the County in which

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

There can be no guarantee that the Uniform Method will result in the payment of Series 2026 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 2026 Assessments, which are the primary source of payment of the Series 2026 Bonds. Additionally, legal proceedings under Federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates. See "BONDOWNERS' RISKS."

BONDOWNERS' RISKS

There are certain risks inherent in an investment in bonds issued by a public authority or governmental body in the State and secured by special assessments. Certain of these risks are described in other headings of this Limited Offering Memorandum. Certain additional risks are associated with the Series 2026 Bonds offered hereby and are set forth below. Prospective investors in the Series 2026 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 2026 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 2026 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 2026 Bonds.

Concentration of Land Ownership

As of the date hereof, the Developer and the Builder own the majority of the assessable lands within Assessment Area Two, which are the lands that will be subject to the Series 2026 Assessments securing the Series 2026 Bonds. Payment of the Series 2026 Assessments is primarily dependent upon their timely payment by the Developer, the Builder and the other landowners in Assessment Area Two. Non-payment of the Series 2026 Assessments by any of the landowners could have a substantial adverse impact upon the District's ability to pay Debt Service on the Series 2026 Bonds. See "THE DEVELOPER AND THE BUILDER" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS" herein.

Bankruptcy and Related Risks

In the event of the institution of bankruptcy or similar proceedings with respect to the Developer, the Builder, or any other owner of benefited property, delays could occur in the payment of Debt Service on the Series 2026 Bonds, as such bankruptcy could negatively impact the ability of: (i) the Developer, the Builder and any other landowner to pay the Series 2026 Assessments; (ii) the Tax Collector to sell tax certificates in relation to such property with respect to the Series 2026 Assessments being collected pursuant to the Uniform Method; and (iii) the District to foreclose the lien of the Series 2026 Assessments not being collected pursuant to the Uniform Method. In addition, the remedies available to the Owners of the Series 2026 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 2026 Bonds, including, without limitation, enforcement of the obligation to pay Series 2026 Assessments and the ability of the District to foreclose the lien of the Series 2026 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 2026 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 2026 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 2026 BONDS – Provisions Relating to Bankruptcy or Insolvency of Landowner" herein. The District cannot express any view whether such delegation would be enforceable.

Series 2026 Assessments Are Non-Recourse

The principal security for the payment of the principal and interest on the Series 2026 Bonds is the timely collection of the Series 2026 Assessments. The Series 2026 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, the Builder or other landowners will be able to pay the Series 2026 Assessments or that they will pay such Series 2026 Assessments even though financially able to do so. Neither the Developer, the Builder nor any other landowners have any personal obligation to pay the Series 2026 Assessments. Neither the Developer, the Builder nor any other landowners are guarantors of payment of any Series 2026 Assessments, and the recourse for the failure of the Developer, the Builder or any other landowner to pay the Series 2026 Assessments is limited to the collection proceedings against the land subject to such unpaid Series 2026 Assessments, as described herein. Therefore the likelihood of collection of the Series 2026 Assessments may ultimately depend on the market value of the land subject to the Series 2026 Assessments. While the ability of the Developer, the Builder and other landowners to pay the Series 2026 Assessments is a relevant factor, the willingness of the Developer, the Builder or other landowners to pay the Series 2026 Assessments, which may also be affected by the value of the land subject to the Series 2026 Assessments, is also an important factor in the collection of Series 2026 Assessments. The failure of the Developer, the Builder or any other landowners to pay the Series 2026 Assessments could render the District unable to collect delinquent Series 2026 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 2026 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 Assessment Area Two and the likelihood of timely payment of principal and interest on the Series 2026 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 2026 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 2026 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 Assessment Area Two.

The value of the lands subject to the Series 2026 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 2026 Bonds. The Series 2026 Bonds are not insured, and the District's casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

Economic Conditions and Changes in Development Plans

The successful development of Assessment Area Two and the sale of residential units therein, once such homes are built, may be affected by unforeseen changes in general economic conditions, changes in federal economic, trade or housing policies, laws or regulations, changes in impact or other fees, 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 2026 Assessments could be affected by the existence of other taxes and assessments imposed upon such property by the District, the City, the County or any other local special purpose or general purpose governmental entities. City, County, school, special district taxes and special assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on debt, including the Series 2026 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 2026 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 2026 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 2026 Assessment, even though the landowner is not contesting the amount of the Series 2026 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 2026 Bonds

The Series 2026 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2026 Bonds in the event an Owner thereof determines to solicit purchasers for the Series 2026 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2026 Bonds may be sold. Such price may be lower than that paid by the current Owners of the Series 2026 Bonds, depending on the progress of development of the Development and the lands within Assessment Area Two, as applicable, existing real estate and financial market conditions and other factors.

Inadequacy of Reserve Account

Some of the risk factors discussed herein, which, if materialized, would result in a delay in the collection of the Series 2026 Assessments, may not adversely affect the timely payment of Debt Service on the Series 2026 Bonds because of the moneys on deposit in the Series 2026 Reserve Account. The ability of moneys on deposit in the Series 2026 Reserve Account to fund deficiencies caused by delinquencies in the payment of the Series 2026 Assessments is dependent on the amount, duration and frequency of such deficiencies, as well as the amount of money then on deposit in the Series 2026 Reserve Account, which is subject to release and recalculation based on parameters set forth in the Indenture. Moneys on deposit in the Series 2026 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 2026 Reserve Account to make up deficiencies. If the District has difficulty in collecting the Series 2026 Assessments, the moneys on deposit in the Series 2026 Reserve Account would be rapidly depleted and the ability of the District to pay Debt Service on the Series 2026 Bonds could be materially adversely affected. In addition, during an Event of Default under the Indenture, the Trustee may withdraw moneys from the Series 2026 Reserve Account and such other Funds, Accounts and subaccounts created under the Indenture to pay its extraordinary fees and expenses incurred in connection with such Event of Default. If in fact the Series 2026 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 2026 Assessments in order to provide for the replenishment of the Series 2026 Reserve Account. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS – Series 2026 Reserve Account" herein for more information about the Series 2026 Reserve Account.

Legal Delays

If the District should commence a foreclosure action against a landowner for nonpayment of Series 2026 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 2026 Bonds to allow funds on deposit under the Indenture to be used to pay the costs of the foreclosure action. Under the Internal Revenue Code of 1986, as amended (the "Code"), there are limitations on the amounts of proceeds from the Series 2026 Bonds that can be used for such purpose.

IRS Examination and Audit Risk

The Internal Revenue Service (the "IRS") routinely examines bonds issued by state and local governments, including bonds issued by community development districts. In 2016, the IRS concluded its lengthy examination of certain issues of bonds (for purposes of this subsection, the "Audited Bonds") issued by Village Center Community Development District (the "Village Center CDD"). During the course of the audit of the Audited Bonds, Village Center CDD received a ruling dated May 30, 2013, in the form of a non-precedential technical advice memorandum ("TAM") concluding that Village Center CDD is not a political subdivision for purposes of Section 103(a) of the Code because Village Center CDD was organized and operated to perpetuate private control and avoid indefinitely responsibility to an electorate, either directly or through another elected state or local government body. Such a conclusion could lead to the further conclusion that the interest on the Audited Bonds was not excludable from gross income of the owners of such bonds for federal income tax purposes. Village Center CDD received a second TAM dated June 17, 2015, which granted relief to Village Center CDD from retroactive application of the IRS's conclusion regarding its failure to qualify as a political subdivision. Prior to the conclusion of the audits, the Audited Bonds were all refunded with taxable bonds. The audit of the Audited Bonds that were issued for utility improvements were closed without change to the tax exempt status of those Audited Bonds on April 25, 2016, and the audit of the remainder of the Audited Bonds (which funded recreational amenity acquisitions from entities related to the principal landowner in the Village Center CDD) was closed on July 14, 2016, without the IRS making a final determination that the interest on the Audited Bonds in question was required to be included in gross income. However, the IRS letter to the Village Center CDD with respect to this second set of Audited Bonds noted that the IRS found that the Village Center CDD was not a "proper issuer of tax-exempt bonds" and that those Audited Bonds were private-activity bonds that did not fall in any of the categories that qualify for tax-exemption. Although the TAMs and the letters to the Village Center CDD from the IRS referred to above are addressed to, and binding only on, the IRS and Village Center CDD in connection with the Audited Bonds, they reflect the audit position of the IRS, and there can be no assurance that the IRS would not commence additional audits of bonds issued by other community development districts raising issues similar to the issues raised in the case of the Audited Bonds based on the analysis set forth in the first TAM or on the related concerns addressed in the July 14, 2016 letter to the Village Center CDD.

On February 23, 2016, the IRS published proposed regulations designed to provide prospective guidance with respect to potential private business control of issuers by providing a new definition of political subdivision for purposes of determining whether an entity is an appropriate issuer of bonds the interest on which is excluded from gross income for federal tax purposes. The proposed regulations 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. Pursuant to the Act, general elections are not held until the later of six years from the date of establishment of the community development district or the time at which there are at least 250 qualified electors in the district. The District, unlike Village Center CDD, was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by a general electorate. Currently, all of the members of the Board of the District were elected by the landowners and none were elected by qualified electors. The 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. 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 2026 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 2026 Bonds are advised that, if the IRS does audit the Series 2026 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 2026 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 2026 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 2026 Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. Further, an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2026 Bonds would adversely affect the availability of any secondary market for the Series 2026 Bonds. Should interest on the Series 2026 Bonds become includable in gross income for federal income tax purposes, not only will Owners of Series 2026 Bonds be required to pay income taxes on the interest received on such Series 2026 Bonds and related penalties, but because the interest rate on such Series 2026 Bonds will not be adequate to compensate Owners of the Series 2026 Bonds for the income taxes due on such interest, the value of the Series 2026 Bonds may decline.

THE INDENTURE DOES NOT PROVIDE FOR ANY ADJUSTMENT IN THE INTEREST RATES ON THE SERIES 2026 BONDS IN THE EVENT OF AN ADVERSE DETERMINATION BY THE IRS WITH RESPECT TO THE TAX-EXEMPT STATUS OF INTEREST ON THE SERIES 2026 BONDS. PROSPECTIVE PURCHASERS OF THE SERIES 2026 BONDS SHOULD EVALUATE WHETHER THEY CAN OWN THE SERIES 2026 BONDS IN THE EVENT THAT THE INTEREST ON THE SERIES 2026 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 2026 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. 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, including without limitation as the result of a determination by the IRS, judicial or otherwise, of the District's status for purposes of the Code. In such event, the District and purchasers of Series 2026 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 2026 Bonds would need to ensure that subsequent transfers of the Series 2026 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 2026 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 2026 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 2026 Bonds. Prospective purchasers of the Series 2026 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 community development districts during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. On November 3, 2026, State voters approved Amendment 3 to the State Constitution, effective January 1, 2027, which, among other things, increases the homestead exemption for non-school ad valorem taxes, reduces the annual cap on assessment increases for non-homestead property, and limits the use of ad valorem tax revenues by counties and municipalities. Amendment 3 relates to ad valorem taxation and does not limit the District's ability to levy non-ad valorem special assessments or to collect them pursuant to the Uniform Method. However, 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 2026 Bonds. It should be noted that Section 190.016(14) of the Act provides in pertinent part that "[t]he 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 Assessment Area Two Project will exceed the net proceeds from the Series 2026 Bonds. There can be no assurance, in the event the District does not have sufficient moneys on hand to complete the Assessment Area Two Project, that the District will be able to raise, through the issuance

of additional bonds or otherwise, the moneys necessary to complete the Assessment Area Two Project. Further, the Indenture sets forth certain limitations on the issuance of additional bonds. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS – Limitation on Issuance of Additional Obligations" for more information.

Although the Developer will agree to fund or cause to be funded the completion of the Assessment Area Two Project regardless of the insufficiency of proceeds from the Series 2026 Bonds and will enter into a completion agreement with the District as evidence thereof, there can be no assurance that the Developer will have sufficient resources to do so. Such obligation of the Developer is an unsecured obligation. See "THE DEVELOPER AND THE BUILDER" herein for more information.

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

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 Builder, the timely and successful completion of the Development, the purchase of lots therein by the Builder 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 2026 Bonds.

Prepayment and Redemption Risk

In addition to being subject to optional and mandatory sinking fund redemptions, the Series 2026 Bonds are subject to extraordinary mandatory redemption, including, without limitation, as a result of Prepayments of the Series 2026 Assessments by the Developer, the Builder or other owners of the property within Assessment Area Two. Any such redemptions of the Series 2026 Bonds would be at the principal amount of such Series 2026 Bonds being redeemed plus accrued interest to the date of redemption. In such event, owners of the Series 2026 Bonds may not realize their anticipated rate of return on the Series 2026 Bonds and owners of any Premium Bonds (as defined herein) may receive less than the price they paid for the Series 2026 Bonds. See "DESCRIPTION OF THE SERIES 2026 BONDS – Redemption Provisions,"

"– Purchase of Series 2026 Bonds" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS – Prepayment of Series 2026 Assessments" herein for more information.

Payment of Series 2026 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 Assessment Area Two of 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 2026 Assessments levied on such property. In addition, the District would require the consent of the FDIC prior to commencing a foreclosure action.

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ESTIMATED SOURCES AND USES OF SERIES 2026 BOND PROCEEDS

Source of Funds	
Principal Amount of Series 2026 Bonds	$_____
[Plus/Less: Net Original Issue Premium/Discount]	_____
Total Sources	$_____
Use of Funds	
Deposit to Series 2026 Acquisition and Construction Account	$_____
Deposit to Series 2026 Reserve Account	_____
Deposit to Series 2026 Capitalized Interest Account[(1)]	_____
Costs of Issuance, including Underwriter's Discount[(2)]	_____
Total Uses	$_____

(1) Interest is expected to be capitalized through and including May 1, 2027.

(2) Costs of issuance include, without limitation, legal fees and other costs associated with the issuance of the Series 2026 Bonds.

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DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled Debt Service on the Series 2026 Bonds:

Period Ending November 1	Principal (Amortization)	Interest	Total Debt Service

THE DISTRICT

General Information

The District, which is the issuer of the Series 2026 Bonds, is a local unit of special purpose government of the State, created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance No. 2022-14 of the City Council of the City of Palm Bay, Florida (the "City"), adopted on March 3, 2022 (the "Ordinance"). The District encompasses approximately 453.79 gross acres that are located within the City. The District is generally located south of Mara Loma Boulevard, west of Babcock Street Southeast, and north of Davis Lane.

Legal Powers and Authority

The District is an independent unit of local government created pursuant to, and established in accordance with, the Act. The Act was enacted in 1980 to provide a uniform method for the establishment of independent districts to manage and finance basic community development services, including capital infrastructure required for community developments throughout the State. The Act provides legal authority for community development districts (such as the District) to finance the acquisition, construction, operation and maintenance of the major infrastructure for community development pursuant to its general law charter.

Among other provisions, the Act gives the District's Board of Supervisors the authority to, among other things, (a) finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems, facilities, and basic infrastructure for, among other things: (i) water management and control for lands within the District and to connect any of such facilities with roads and bridges; (ii) water supply, sewer and waste-water management, reclamation and reuse systems or any combination thereof and to construct and operate connecting intercept or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system; (iii) District roads equal to or exceeding the specifications of the county in which such District roads are located and street lights, landscaping, hardscaping and undergrounding of electric utility lines; (iv) conservation areas, mitigation areas, and wildlife habitat; (v) any other project, facility, or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the District; and (vi) with the consent of the local general-purpose government within the jurisdiction of which the power is to be exercised, parks and facilities for indoor and outdoor recreational uses, and security; (b) borrow money and issue bonds of the District; (c) impose and foreclose special assessment liens as provided in the Act; and (d) exercise all other powers, necessary, convenient, incidental or proper in connection with any of the powers or duties of the District stated in the Act.

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

The Act exempts all property owned by the District from levy and sale by virtue of an execution and from judgment liens, but does not limit the right of any bondholders to pursue any remedy for enforcement of any lien or pledge of the District in connection with its bonds, including the Series 2026 Bonds.

Board of Supervisors

The Act provides that a five-member Board of Supervisors (the "Board") serves as the governing body of the District. Members of the Board (the "Supervisors") must be residents of the State and citizens of the United States. Initially, the Supervisors were appointed in the Ordinance. Within 90 days after formation of the District, an election was held pursuant to which new Supervisors were elected on an at-large basis by the owners of the property within the District. Ownership of land within the District entitles the owner to one vote per acre (with fractions thereof rounded upward to the nearest whole number). A Supervisor serves until expiration of his or her term and until his or her successor is chosen and qualified. If, during a term of office, a vacancy occurs, the remaining Supervisors may fill the vacancy by an appointment of an interim Supervisor for the remainder of the unexpired term.

At the initial election held within 90 days after formation of the District, the landowners in the District elected two Supervisors to four-year terms and three Supervisors to two-year terms. Thereafter, the elections take place every two years, with the first such election being held on the first Tuesday in November and subsequent elections being held on a date in November established by the Board. Upon the later of six years after the initial appointment of Supervisors and the year when the District next attains at least 250 qualified electors, Supervisors whose terms are expiring will begin to be elected (as their terms expire) by qualified electors of the District. A qualified elector is a registered voter who is at least eighteen years of age, a resident of the District and the State and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, two Supervisors must be qualified electors and be elected by qualified electors, each elected to four-year terms. The seat of the remaining Supervisor whose term is expiring at such election shall be filled by a Supervisor who is elected by the landowners for a four-year term and who is not required to be a qualified elector. Thereafter, as terms expire, all Supervisors must be qualified electors and must be elected by qualified electors to serve staggered four-year terms.

Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, prior to the exercise of such power, it shall call an election at which all Supervisors shall be qualified electors and be elected by qualified electors in the District. Elections subsequent to such decision shall be held in a manner such that the Supervisors will serve four-year terms with staggered expiration dates in the manner set forth in the Act.

The Act provides that it shall not be an impermissible conflict of interest under Florida law governing public officials for a Supervisor to be a stockholder, officer or employee of a landowner or of any entity affiliated with a landowner.

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

Name	Title	Term Expires
Craig Hotop*	Chairperson	November 2030
Chris Williams*	Vice-Chairperson	November 2028
Dan Eshleman*	Assistant Secretary	November 2030
Tiffany Rosario*	Assistant Secretary	November 2028
Tim Gee*	Assistant Secretary	November 2028

* Employee of, or affiliated with, the Developer.

A majority of the members of the Board constitutes a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. Action taken by the 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 the State's open meeting or "Sunshine" law.

The District Manager and Other Consultants

The chief administrative official of the District is the District Manager (as hereinafter defined). The Act provides that a district manager has charge and supervision of the works of the District and is responsible for preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of the Act, for maintaining and operating the equipment owned by the District, and for performing such other duties as may be prescribed by the Board.

The District has retained Wrathell, Hunt & Associates, LLC, Boca Raton, Florida, to serve as its district manager ("District Manager"). The District Manager's office is located at 2300 Glades Rd., Ste. #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 Nabors, Giblin & Nickerson, P.A., Tampa, Florida, as Bond Counsel; Dewberry Engineers Inc., Orlando, Florida, as District Engineer; and Kutak Rock LLP, Tallahassee, Florida, as District Counsel. The Board has also retained Wrathell, Hunt & Associates, LLC, to serve as Methodology Consultant for the Series 2026 Bonds.

Outstanding Bond Indebtedness

The District previously issued its Capital Improvement Revenue Bonds, Series 2023 (Assessment Area One) (the "Series 2023 Bonds") on July 25, 2023, in the original aggregate principal amount of $7,625,000, of which $7,250,000 was outstanding as of November 19, 2026. The Series 2023 Bonds are secured by the special assessments assigned to the lands within Assessment Area One of the District, which lands are separate and distinct from the lands within Assessment Area Two that are subject to the Series 2026 Assessments securing the Series 2026 Bonds.

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THE CAPITAL IMPROVEMENT PLAN AND THE ASSESSMENT AREA TWO PROJECT

Dewberry Engineers, Inc. (the "District Engineer") prepared an Engineer's Report dated April 6, 2022 (the "Master Report") as supplemented by the report entitled Second Supplemental Engineer's Report – 2026 Project dated November 19, 2026 (the "Supplemental Report" and, collectively, the "Engineer's Report"). The Engineer's Report sets forth certain public infrastructure improvements for the development of the approximately 1,323 residential lots planned for the District (the "Capital Improvement Plan"). The District Engineer, in the Master Report, estimated the cost of the Capital Improvement Plan for the then planned 1,343 residential lots to total $50,655,101.

Land development associated with the Development is being phased. The first five phases of land development have been platted to contain a total of 429 single-family lots ("Assessment Area One"). The next phases of land development, consisting of phases 6, 7, 8A, 8B, and 10, are planned to contain 383 single-family lots ("Assessment Area Two"). The remaining phases 9, 11, 12, and 13 of land development are planned to contain 511 residential units which will be developed and financed in the future.

The portion of the Capital Improvement Plan associated with Assessment Area One is referred to herein as the "Assessment Area One Project." The portion of the Capital Improvement Plan associated with Assessment Area Two is referred to herein as the "Assessment Area Two Project." The District previously issued its Series 2023 Bonds to finance a portion of the Assessment Area One Project. Assessment Area One has been platted and developed. See "THE DEVELOPMENT – Update on Prior Phases" herein for more information.

The Series 2026 Bonds are being issued to finance a portion of the Assessment Area Two Project. The District Engineer in the Supplemental Report estimated the total cost of the Assessment Area Two Project to be approximately $13.3 million, as more particularly described below.

Description	Estimated Costs
Stormwater System	$3,464,318.39
Sanitary Sewer	1,796,447.09
Water Distribution	903,583.41
Reclaim Distribution	739,295.52
Differential Cost of Undergrounding Conduit	859,231.84
Landscape/Hardscape/Irrigation	766,000.00
On-Site Roadways	2,464,318.39
Professional Fees	1,099,319.46
Contingency	1,209,251.41
Total	$13,301,765.51

Phases 6 and 7, which total 111 lots, are platted and developed. Land development associated with the 108 lots planned for Phase 10 is substantially complete with final completion expected in the fourth quarter of 2026. Land development for the 90 lots in Phase 8A is expected to be completed in the first quarter of 2027 and land development for the remaining 74 lots planned within Phase 8B is expected to be completed in the third quarter of 2027. See "THE DEVELOPMENT – Development Plan and Status" herein for more information.

The Developer estimates that the total land development costs associated with Assessment Area Two to be approximately $37.2 million, which includes approximately $8.3 million for offsite work (of which approximately $6.5 million is subject to reimbursements or impact fee credits from the City). As of November 20, 2026, the Developer has spent approximately $26.5 million towards land development, a portion of which includes the Assessment Area Two Project. The offsite work is substantially complete.

See "THE DEVELOPMENT – Development Approvals" herein for more information. The net proceeds of the Series 2026 Bonds to be deposited in the Series 2026 Acquisition and Construction Account will be approximately $5.37 million*, and such proceeds will be used by the District towards the funding and/or acquisition of a portion of the Assessment Area Two Project from the Developer. The Developer will enter into a completion agreement that will obligate the Developer to complete any portions of the Assessment Area Two Project not funded with proceeds of the Series 2026 Bonds. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete Development" herein.

The District anticipates issuing additional bonds in the future to finance land development associated with future phases of the Development. Such bonds will be secured by special assessments levied on lands which are separate and distinct from the land comprising Assessment Area Two. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2026 BONDS – Limitation on Issuance of Additional Obligations" herein for more information.

The District Engineer has indicated that all engineering permits necessary to construct the Assessment Area Two Project that are set forth in the Engineer's Report have been obtained or will be obtained in the ordinary course of business. In addition to the Engineer's Report, please refer to "THE DEVELOPMENT – Development Approvals" for a more detailed description of the zoning and permitting status of the District Lands. See "APPENDIX A: ENGINEER'S REPORT" attached hereto for more information regarding the above improvements.

[Remainder of page intentionally left blank.]

* Preliminary, subject to change.

ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS

Wrathell, Hunt & Associates, LLC, Boca Raton, Florida (the "Methodology Consultant"), has prepared the Master Special Assessment Methodology Report dated April 6, 2022 (the "Master Assessment Methodology"), as supplemented by the preliminary Second Supplemental Special Assessment Methodology Report dated November 20, 2026, included herein as APPENDIX E (the "Supplemental Assessment Methodology" and together with the Master Assessment Methodology, the "Assessment Methodology"). The Assessment Methodology sets forth an overall method for allocating the Series 2026 Assessments to be levied against the lands within the District benefited by the Assessment Area Two Project and collected by the District as a result thereof. Once the final terms of the Series 2026 Bonds are determined, the Supplemental Assessment Methodology will be revised to reflect such final terms. Once levied and imposed, the Series 2026 Assessments are a first lien on the land against which assessed until paid or barred by operation of law, co-equal with other taxes and assessments levied by the District, including the operation and maintenance assessments, and other units of government. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

As set forth in the Assessment Methodology, the Series 2026 Assessments will initially be levied on the 219 platted lots in Assessment Area Two and the remaining approximately 43.32 unplatted acres in Assessment Area Two which are planned for 164 lots. As the remaining lots are platted within Assessment Area Two, the Series 2026 Assessments will be assigned on a first-platted, first-assigned basis as set forth in the Assessment Methodology. Assuming that all of the 383 planned lots within Assessment Area Two are platted, then the Series 2026 Assessments are expected to be allocated as set forth below and in the Assessment Methodology. See "APPENDIX E: ASSESSMENT METHODOLOGY " attached hereto.

Product Type	No. of Units	Annual Series 2026 Assessments Per Unit*	Series 2026 Bonds Par Debt Per Unit*
Single-Family 35'	104	$800	$11,007
Single-Family 50'	171	$1,200	$16,511
Single-Family 60'	108	$1,300	$17,887
Total	**383**		

*Preliminary, subject to change. The Series 2026 Assessments assume certain Developer contributions of infrastructure and will be subject to gross up for costs of collection and early payment discounts, currently 6%.

The District anticipates levying annual assessments to cover its operation and maintenance costs that will be approximately $536.59 per unit, which amount is subject to change. The land within the District has been and is expected to be subject to taxes and assessments imposed by taxing authorities other than the District. The total millage rate imposed on taxable properties in the District for 2025 was approximately 18.0669 mills, which millage rate is subject to change. These taxes would be payable in addition to the Series 2026 Assessments and any other assessments levied by the District. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the City, the County and the School District of Brevard County, Florida may each levy ad valorem taxes and/or special assessments upon the land in the District. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes levied by these other entities could be substantially higher than in the current year. See "THE DEVELOPMENT – Taxes, Fees and Assessments" for more information, including proposed homeowners associations' assessments.

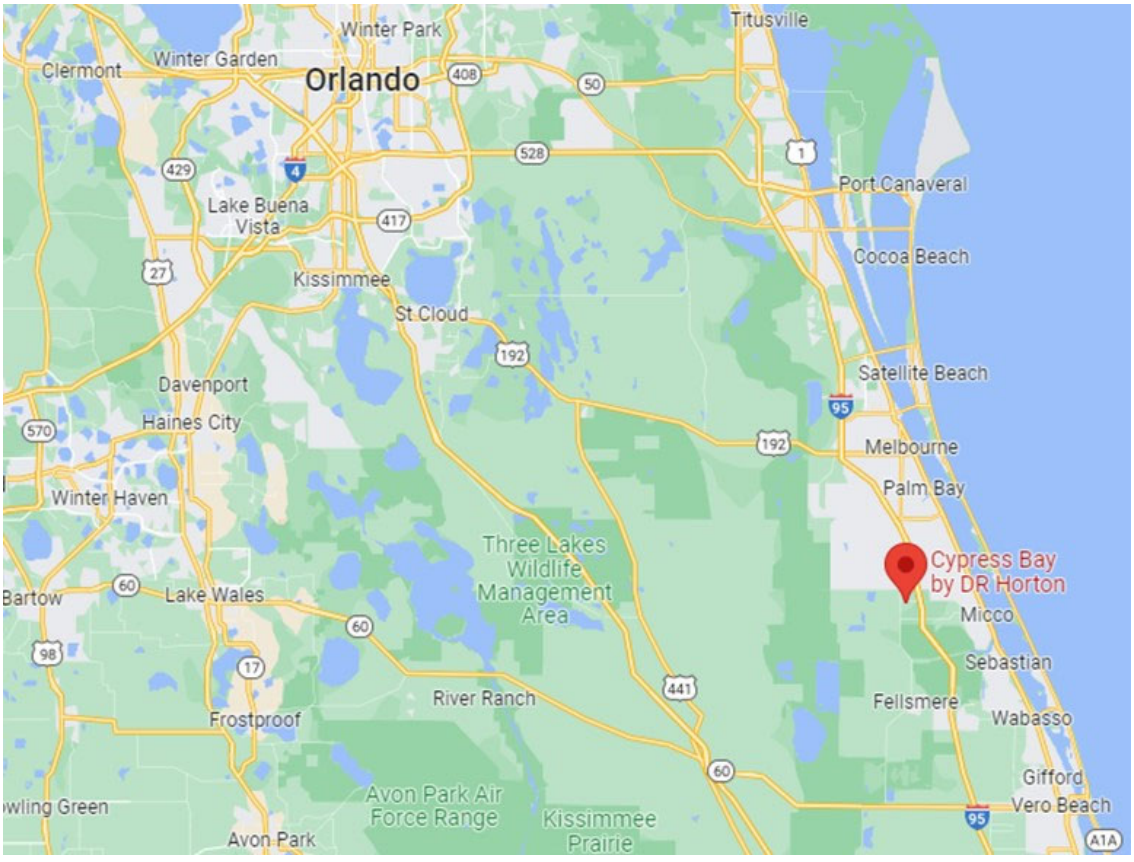
[Remainder of page intentionally left blank.]

The information appearing below under the captions "THE DEVELOPMENT" and "THE DEVELOPER AND THE BUILDER" 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. Neither the Developer nor the Builder is guaranteeing payment of the Series 2026 Bonds or the Series 2026 Assessments.

THE DEVELOPMENT

General

The District Lands encompass approximately 453.79 gross acres of land located within the City of Palm Bay (the "City") within Brevard County, Florida (the "County") and are being developed as a 1,323-unit master-planned residential community known as "Cypress Bay West" (the "Development"). The Development is a continuation of an adjacent 395-unit residential community known as "Cypress Bay," which was also developed by the Developer, with Horton serving as the homebuilder. Cypress Bay is fully built out and closed with homebuyers. The Development is located south of Mara Loma Boulevard, west of Babcock Street Southeast, and north of Davis Lane. The Development is accessible via the St. Johns Heritage Parkway Southeast, which provides access to Interstate-95 1.5 miles directly to the east. The Orlando Theme Parks are an approximately one-hour drive northwest of the Development. Local parks and beaches lie approximately 10 miles to the east. Below is a map which sets forth the location of the Development.



Land development associated with the Development is scheduled to occur in phases. The first five phases of land development have been platted to contain a total of 429 single-family lots ("Assessment Area One"). The next phases of land development consisting of phases 6, 7, 8A, 8B, and 10, are planned to contain 383 single-family lots ("Assessment Area Two"). The remaining phases 9, 11, 12, and 13 of land development are planned to contain 511 residential units which will be developed and financed in the future.

The District previously issued its Series 2023 Bonds to finance a portion of the Assessment Area One Project. Assessment Area One is platted and developed. See "– Update on Prior Phases" herein for more information.

The Series 2026 Bonds are being issued to finance a portion of the Assessment Area Two Project. The Series 2026 Bonds will be secured by the Series 2026 Assessments, which will initially be levied on the 219 platted lots in Assessment Area Two and the remaining 43.32 unplatted acres in Assessment Area Two which are planned for 164 lots. As the remaining lots are platted, the Series 2026 Assessments are expected to ultimately be assigned to the 383 platted lots within Assessment Area Two on a first platted, first assigned basis. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" and "– Taxes, Fees and Assessments" herein for more information.

Forestar (USA) Real Estate Group Inc., a Delaware corporation (the "Developer"), is the developer of the lands in Assessment Area Two and is selling developed lots to D.R. Horton, Inc., a Delaware corporation ("Horton" or the "Builder"). Horton is marketing and constructing homes for sale to homebuyers. As of November 19, 2026, approximately 6 homes have closed with homebuyers in Assessment Area Two and approximately 13 homes have sold pending closings, Horton owns 62 platted lots, and the Developer owns the remaining 151 platted lots within Assessment Area Two.

At buildout, Assessment Area Two is planned to contain approximately 383 residential units, consisting of single-family homes on 35', 50', 60' wide lots. Homes will range in size from approximately 1,564 square feet to 3,281 square feet, and starting price points will range from approximately $250,000 to $458,000. The target customers for residential units within the Development are first-time homebuyers and move-up buyers. See "– Residential Product Offerings" herein for more information.

Update on Prior Phases

The District previously issued its Series 2023 Bonds to finance a portion of the Assessment Area One Project. All 429 lots planned for Assessment Area One have been developed and platted. As of September 30, 2026, approximately 327 homes have closed with home purchasers, 45 lots are owned by the Builder and 57 lots are owned by the Developer. Approximately 38 homes are under contract and scheduled to close. Horton is the sole homebuilder in Assessment Area One.

Land Acquisition and Finance Plan

The Developer acquired its interest in the District Lands in 2021 for approximately $24.0 million, which was paid for with equity. The Developer estimates that the total land development costs associated with Assessment Area Two to be approximately $37.2 million, which includes approximately $8.3 million for offsite work (of which approximately $6.5 million is subject to reimbursements or impact fee credits from the City). As of November 20, 2026, the Developer has spent approximately $26.5 million towards land development, a portion of which includes the Assessment Area Two Project. The offsite work is substantially complete. The net proceeds from the Series 2026 Bonds to be deposited in the Series 2026 Acquisition and Construction Account will be approximately $5.37 million* and such proceeds will be used

* Preliminary, subject to change.

by the District towards the funding and/or acquisition of a portion of the Assessment Area Two Project from the Developer. The Developer will enter into a completion agreement that will obligate the Developer to complete any portions of the Assessment Area Two Project not funded with proceeds of the Series 2026 Bonds. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete Development" herein.

Development Plan and Status

Land development associated with Assessment Area Two is being completed in multiple phases.

Phases 6 & 7. Phases 6 and 7 of the Development are planned to contain 111 single-family homes on 50' wide lots. Land development for Phases 6 and 7 is complete. A plat for Phase 6 was recorded on November 25, 2025, and a plat for Phase 7 was recorded on February 2, 2026.

Phase 8A. Phase 8A of the Development is planned to contain 90 single-family homes consisting of 30 homes on 35' wide lots and 60 homes on 50' wide lots. Phase 8A is cleared and mass graded, and parcel infrastructure installation is expected to be completed by March 2027. A plat for the 90 lots within Phase 8A is expected to be recorded by March 2027.

Phase 8B. Phase 8B of the Development is planned to contain 74 single-family homes on 35' wide lots. Phase 8B is cleared and mass graded, and parcel infrastructure installation is expected to be completed in the third quarter of 2027. A plat for the 74 lots within Phase 8B is expected to be recorded in the third quarter of 2027.

Phase 10. Phase 10 of the Development is planned to contain 108 single-family homes on 60' wide lots. Land development for Phase 10 is substantially complete, with final completion expected in the fourth quarter of 2026. A plat for the 108 lots within Phase 10 was recorded on June 30, 2026.

Sales and vertical construction within Assessment Area Two commenced in June 2026. As of November 2026, approximately 6 homes have closed with homebuyers and approximately 13 homes have sold pending closings.

The Developer anticipates that approximately 180 units will be sold and closed by the Builder with homebuyers per annum until buildout. This anticipated absorption is based upon estimates and assumptions made by the Developer that are inherently uncertain, though considered reasonable by the Developer, and are subject to significant business, economic, and competitive uncertainties and contingencies, all of which are difficult to predict and many of which are beyond the control of the Developer or the Builder. As a result, there can be no assurance such absorption rate will occur or be realized in the time frame anticipated.

The Builder Contract

The Developer has entered into a Purchase and Sale Agreement dated November 15, 2023, as amended (the "Builder Contract"), with Horton for the sale of all 383 lots within Assessment Area Two, along with some additional lots within Assessment Area One, for a purchase price of approximately $90,000 per single-family 50' lot, $117,000 per single-family 60' lot, and $55,000 per single-family 35' lot, plus an additional consideration of 6% per annum per lot, which additional consideration begins to accrue on any lots remaining after the first takedown described below until the closing of such lots. The total expected consideration for the sale of all 383 lots planned within Assessment Area Two is approximately $33,361,000.

Horton's inspection period under the Builder Contract has expired. In connection therewith, Horton has made a deposit of $3,338,600 attributable to the lands within Assessment Area Two, which deposit is secured by a mortgage on the lands within Assessment Area Two. Pursuant to the Builder Contract, Horton will acquire the homebuilding development rights for the 383 units within Assessment Area Two. Lots will be purchased in several takedowns. The first takedown of 15 lots occurred in April 2026, the second takedown of 9 lots occurred in June 2026, and the third takedown of 23 lots occurred in July 2026, the fourth closing of 20 lots occurred in September, and the fifth closing of 1 lot occurred in October. Additional takedowns of approximately 33 lots each are expected to occur thereafter, with each subsequent takedown expected to occur within 90 days of the prior takedown until all lots have been acquired.

Horton's obligation to close on lots under the Builder Contract is conditioned, among other things, upon the completion of the development of such lots. In the event the Developer is not able to satisfy the conditions in such Contracts, there is a risk that Horton will not close on any remaining lots within Assessment Area Two. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete Development" herein. For more information regarding the Builder, see "THE DEVELOPER AND THE BUILDER" herein.

Residential Product Offerings

The target customers for units within Assessment Area Two are first time homebuyers and move up buyers. Below is a summary of the expected types of units and price points for units in Assessment Area Two.

Product Type	Square Footage	Beds/Baths	Starting Price Point
Single-Family 35'	1,564	2 to 3 Bedrooms, 2 Baths	$250,000 - $300,000
Single-Family 50'	1,328 – 2,034	2 to 5 Bedrooms, 2 to 3 Baths	$330,000 - $375,000
Single-Family 60'	2,020 – 3,281	4 to 5 Bedrooms, 3 Baths	$418,000 - $458,000

Development Approvals

The land within the District, including, without limitation, the land within Assessment Area Two, is being developed as Planned Unit Development (PUD). The Developer has received Development Plan Approval from the City for the land within Assessment Area Two.

The Developer has entered into a Development Agreement dated April 22, 2022, with the City (the "Development Agreement") as well as certain Water and Wastewater System Agreements (collectively, the "Utility Agreements"). The Development Agreement provides, among other matters, that the Developer is responsible for its proportionate fair share of the transportation improvements associated with the Development, including certain intersection improvements: (i) Babcock Street at Grant Road signalization, (ii) Babcock Street at Cogan Drive north- and south-bound turn lanes, (iii) Babcock Street at St. Johns Heritage Parkway (Journey Drive Extensions) and (iv) Mara Loma Boulevard extensions. The Developer's obligations under the Development Agreement are substantially complete except for the obligation to pay the City approximately $450,624 at the time of the final plat. Pursuant to the Utility Agreements, the Developer is required to (i) construct and convey to the City certain on-site and off-site water distribution, wastewater collection and reclaimed water facilities, (ii) pay capital charges at then prevailing rates based on equivalent residential connections (ERCs) provided and (iii) pay, with respect to capital charges paid and not yet connected, an annual base residential facility charge. Pursuant to the Utility Agreements, the City has agreed to provide water and wastewater utility service to the Development. The City has constructed a new wastewater facility, which will provide capacity to serve Assessment Area Two. Pursuant to the Utility Agreements, the Developer has installed approximately 3.5 miles of sewer force main that

connects the Development to the new facility. Installation of the force main, which has an estimated cost of approximately $8.3 million, has been completed. All of the above described offsite work which is necessary for the development of Assessment Area Two is substantially complete and the Developer is entitled to approximately $6.5 million in reimbursements or impact fee credits from the City for such work.

All permits have been received by jurisdictional agencies to allow for the development contemplated herein or are reasonably expected to be received in the ordinary course. See "BONDOWNERS' RISKS – Regulatory and Environmental Risks" herein for more information regarding potential regulatory risks.

Environmental

A Phase I Environmental Site Assessment was performed on the majority of the lands in the Development, including all of the lands platted as lots within Assessment Area Two, in May 2021 (the "ESA"). The ESA revealed no on-site or off-site recognized environmental conditions ("RECs") in connection with the lands in the Development. However, the ESA did note that the property was formerly operated as a citrus grove, during which time various soil and groundwater investigations were conducted. During certain of these investigations, total recoverable petroleum hydrocarbon (TRPH) levels were detected above applicable target levels, resulting in the removal of approximately 500 square feet of impacted soil, after which the Brevard County Natural Resources Management Office indicated that no further action was required. The former on-site TRPH-impacted soil constitutes a historical REC. See "BONDOWNERS' RISKS – Regulatory and Environmental Risks" herein for more information regarding potential environmental risks.

Amenities

The Development contains an approximately 3.8-acre community site with an approximately 6,000-square foot clubhouse, a resort-style swimming pool, splash pad, tot lot, various recreation fields, dog park and sport courts (collectively, the "Amenity"). Construction of the Amenity is complete at a total cost of approximately $5 million. It is anticipated that the Amenity will be owned and operated by the homeowner's association.

Utilities

Potable water and wastewater treatment for the Development are expected to be provided by the City. See "– Development Approvals" herein for more information regarding the Developer's Utility Agreements with the City and the conditions and obligations thereunder. Electric power is expected to be provided by Duke Energy. All utility services are available to the property.

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Taxes, Fees and Assessments

As set forth in the Assessment Methodology, the Series 2026 Assessments will initially be levied on the 219 platted lots in Assessment Area Two and the remaining approximately 43.32 unplatted acres in Assessment Area Two which are planned for 164 lots. As the remaining lots are platted within Assessment Area Two, the Series 2026 Assessments will be assigned on a first-platted, first-assigned basis as set forth in the Assessment Methodology. Assuming that all of the 383 planned lots within Assessment Area Two are platted, then the Series 2026 Assessments are expected to be allocated as set forth below and in the Assessment Methodology. See "APPENDIX E: ASSESSMENT METHODOLOGY " attached hereto.

Product Type	No. of Units	Annual Series 2026 Assessments Per Unit*	Series 2026 Bonds Par Debt Per Unit*
Single-Family 35'	104	$800	$11,007
Single-Family 50'	171	$1,200	$16,511
Single-Family 60'	108	$1,300	$17,887
Total	**383**		

* The Series 2026 Assessments assume certain Developer contributions of infrastructure and will be subject to gross up for costs of collection and early payment discounts, currently 6%.

The District anticipates levying annual assessments to cover its operation and maintenance costs that will be approximately $536.59 per unit, which amount is subject to change. In addition, residents will be required to pay homeowners' association fees, which are currently estimated to be $14.00 per non-Freedom single family unit monthly, $155.25 per Freedom single-family home unit monthly, and $20.50 Master Association dues per single-family unit monthly, which amounts are subject to change. The land within the District has been and is expected to be subject to taxes and assessments imposed by taxing authorities other than the District. The total millage rate imposed on taxable properties in the District for 2025 was approximately 18.0669 mills, which millage rate is subject to change. These taxes would be payable in addition to the Series 2026 Assessments and any other assessments levied by the District. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the City, the County and the School District of Brevard County, Florida may each levy ad valorem taxes and/or special assessments upon the land in the District. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes levied by these other entities could be substantially higher than in the current year.

Education

The public schools for children residing in the Development are expected to be Sunrise Elementary School, Southwest Middle School, and Bayside High School, which are located approximately 1 mile, 7 miles, and 5 miles from the Development, respectively, and were each ranked B by the Florida Department of Education in 2026. The Brevard County School Board 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.

Competition

Homes within the Development are expected to compete generally with homes being constructed in the City of Palm Bay and Brevard County. The following communities have been identified by the Developer as being competitive with the Development, because of their proximity to the Development, price ranges and product types. Those communities include Gardens at Waterstone II, Malabar Springs, and Timbers at Everlands.

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

Developer Agreements

The Developer will enter into a completion agreement that will obligate the Developer to complete any portions of the Assessment Area Two Project not funded with proceeds of the Series 2026 Bonds. In addition, the Developer will execute and deliver to the District a Collateral Assignment Agreement (the "Collateral Assignment"), pursuant to which the Developer will collaterally assign to the District, to the extent assignable and to the extent that they are solely owned or controlled by the Developer, development rights relating to the Assessment Area Two Project. That said, the Developer has previously granted similar rights ("Prior Collateral Assignments") in connection with the issuance of the Series 2023 Bonds and such rights under such Prior Collateral Assignments are superior to and may take priority over the rights granted under the Collateral Assignment. In addition, the Builder 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 Assignment, in the event the District forecloses on the lands subject to the Series 2026 Assessments as a result of the Developer's, Builder's or other landowners' failure to pay such assessments, there is a risk that the District will not have all permits and entitlements necessary to complete the Assessment Area Two Project or the development of Assessment Area Two. Finally, the Developer will also enter into a True-Up Agreement in connection with its obligations to pay true-up payments in the event that debt levels remaining on unplatted lands in the Assessment Area Two increase above the maximum debt levels set forth in the Assessment Methodology. See "APPENDIX E: ASSESSMENT METHODOLOGY" herein for additional information regarding the "true-up mechanism." Such obligations of the Developer are unsecured obligations. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete Development" herein. See also "THE DEVELOPER AND THE BUILDER" herein for more information regarding the Developer.

THE DEVELOPER AND THE BUILDER

The developer of Assessment Area Two is Forestar (USA) Real Estate Group Inc., a Delaware corporation (as previously defined, the "Developer") and a wholly-owned subsidiary of Forestar Group Inc., a Delaware corporation ("Forestar"). Forestar is a residential lot development company with operations in sixty-five (65) markets in twenty-four (24) states. As of the date hereof, Forestar is a majority-owned subsidiary of D.R. Horton, Inc., a Delaware corporation (as previously defined, "Horton" or the "Builder").

Forestar trades on the New York Stock Exchange under the symbol FOR and Horton trades on the New York Stock Exchange under the symbol DHI. As publicly traded companies on the New York Stock Exchange, Forestar and Horton are subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith file reports, proxy statements, and other information with the SEC. The registration statement and these other SEC filings are available at the SEC's website at www.sec.gov and at the SEC's Public Reference Room at the SEC's Headquarters, located at 100 F Street NE, Washington, D.C. 20549. All documents subsequently filed by Forestar and Horton 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.

NEITHER THE DEVELOPER, HORTON NOR ANY OF THE OTHER ENTITIES LISTED ABOVE ARE GUARANTEEING PAYMENT OF THE SERIES 2026 BONDS OR THE SERIES 2026 ASSESSMENTS. NONE OF THE ENTITIES LISTED HEREIN, OTHER THAN THE DEVELOPER

AND HORTON, HAS ENTERED INTO ANY AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2026 BONDS.

TAX MATTERS

Opinion of Bond Counsel

In the opinion of Bond Counsel, the form of which is attached hereto as APPENDIX C, the interest on the Series 2026 Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax under existing statutes, regulations, rulings and court decisions; provided, however, with respect to certain corporations, interest on the Series 2026 Bonds is taken into account in determining the annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on such corporations. Failure by the District to comply subsequent to the issuance of the Series 2026 Bonds with certain requirements of the Internal Revenue Code of 1986, as amended (as previously defined, the "Code"), including but not limited to requirements regarding the use, expenditure and investment of Series 2026 Bond proceeds and the timely payment of certain investment earnings to the Treasury of the United States, may cause interest on the Series 2026 Bonds to become includable in gross income for federal income tax purposes retroactive to their date of issuance. The District has covenanted to comply with all provisions of the Code necessary to, among other things, maintain the exclusion from gross income of interest on the Series 2026 Bonds for purposes of federal income taxation. In rendering its opinion, Bond Counsel has assumed continuing compliance with such covenants.

Internal Revenue Code of 1986

The Code contains a number of provisions that apply to the Series 2026 Bonds, including, among other things, restrictions relating to the use or investment of the proceeds of the Series 2026 Bonds and the payment of certain arbitrage earnings in excess of the "yield" on the Series 2026 Bonds to the Treasury of the United States. Noncompliance with such provisions may result in interest on the Series 2026 Bonds being included in gross income for federal income tax purposes retroactive to their date of issuance.

Collateral Tax Consequences

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of, the Series 2026 Bonds. Prospective purchasers of the Series 2026 Bonds should be aware that the ownership of the Series 2026 Bonds may result in other collateral federal tax consequences. For example, ownership of the Series 2026 Bonds may result in collateral tax consequences to various types of corporations relating to (1) denial of interest deduction to purchase or carry such Series 2026 Bonds, (2) the branch profits tax, and (3) the inclusion of interest on the Series 2026 Bonds in passive income for certain Subchapter S corporations. In addition, the interest on the Series 2026 Bonds may be included in gross income by recipients of certain Social Security and Railroad Retirement benefits.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2026 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES REFERRED TO ABOVE. PROSPECTIVE SERIES 2026 BONDHOLDERS SHOULD CONSULT WITH THEIR TAX ADVISORS FOR INFORMATION IN THAT REGARD.

Florida Taxes

In the opinion of Bond Counsel, the Series 2026 Bonds and interest thereon are exempt from taxation under the laws of the State of Florida, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, as defined in said Chapter 220.

Other Tax Matters

Interest on the Series 2026 Bonds may be subject to state or local income taxation under applicable state or local laws in other jurisdictions. Purchasers of the Series 2026 Bonds should consult their tax advisors as to the income tax status of interest on the Series 2026 Bonds in their particular state or local jurisdictions.

The Inflation Reduction Act, H.R. 5376 (the "IRA"), was passed by both houses of the U.S. Congress and was signed by the President on August 16, 2022. As enacted, the IRA includes a 15 percent alternative minimum tax to be imposed on the "adjusted financial statement income", as defined in the IRA, of certain corporations. Interest on the Series 2026 Bonds will be included in the "adjusted financial statement income" of such corporations for purposes of computing the corporate alternative minimum tax. Prospective purchasers that could be subject to this minimum tax should consult with their own tax advisors regarding the potential tax consequences of owning the Series 2026 Bonds.

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2026 Bonds. In some cases these proposals have contained provisions that altered these consequences on a retroactive basis. Such alterations of federal tax consequences may have affected the market value of obligations similar to the Series 2026 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2026 Bonds and their market value. No assurance can be given that additional legislative proposals will not be introduced or enacted that would or might apply to, or have an adverse effect upon, the Series 2026 Bonds.

On February 23, 2016, the Internal Revenue Service issued a notice of proposed rulemaking (the "Proposed Regulations") and notice of public hearing containing proposed regulations that provided guidance regarding the definition of political subdivision for purposes of the rules for tax-exempt bonds, including determinations of entities that are valid issuers of tax-exempt bonds. 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." The Proposed Regulations were officially withdrawn on October 20, 2017. See also "BONDOWNERS' RISKS – IRS Examination and Audit Risk" herein.

Original Issue Discount

Certain of the Series 2026 Bonds (the "Discount Bonds") may be offered and sold to the public at an original issue discount, which is the excess of the principal amount of the Discount Bonds over the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity was sold. Original issue discount represents interest which is excluded from gross income

for federal income tax purposes to the same extent as interest on the Discount Bonds. Original issue discount will accrue over the term of a Discount Bond at a constant interest rate compounded semi-annually. An initial purchaser who acquires a Discount Bond at the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period such purchaser holds such Discount Bond and will increase its adjusted basis in such Discount Bond by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bond. The federal income tax consequences of the purchase, ownership and prepayment, sale or other disposition of Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Owners of Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, prepayment or other disposition of such Discount Bonds and with respect to the state and local tax consequences of owning and disposing of such Discount Bonds.

Bond Premium

Certain of the Series 2026 Bonds (the "Premium Bonds") may be offered and sold to the public at a price in excess of the principal amount of such Premium Bond, which excess constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of the Premium Bonds which term ends on the earlier of the maturity or call date for each Premium Bond which minimizes the yield on said Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. The federal income tax consequences of the purchase, ownership and sale or other disposition of Premium Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.

AGREEMENT BY THE STATE

Under the Act, the State pledges to the holders of any bonds issued thereunder, including the Series 2026 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 bonds issued by community development districts 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 State law, the Series 2026 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 2026 Bonds. Investment in the Series 2026 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 2026 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 2026 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2026 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, against the District, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2026 Bonds, or in any way contesting or affecting (i) the validity of the Series 2026 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 2026 Bonds, (iii) the existence or powers of the District or (iv) the validity of the Series 2026 Assessment Proceedings.

The Developer

The Developer has represented that there is no litigation of any nature now pending or, to the knowledge of the Developer, threatened, which could reasonably be expected to have a material and adverse effect upon the ability of the Developer to complete the development of the lands in Assessment Area Two or to complete the Assessment Area Two Project as described herein, or materially and adversely affect the ability of the Developer or the Builder to pay the Series 2026 Assessments imposed against the land within Assessment Area Two owned by the Developer or the Builder, as applicable.

CONTINGENT FEES

The District has retained Bond Counsel, District Counsel, the District Engineer, the District Manager/Methodology Consultant, the Underwriter (who has retained Underwriter's Counsel) and the Trustee (who has retained Trustee's counsel), with respect to the authorization, sale, execution and delivery of the Series 2026 Bonds. Except for the payment of certain fees to District Counsel, the District Engineer and the District Manager, the payment of fees of the other professionals is each contingent upon the issuance of the Series 2026 Bonds.

NO RATING

No application for a rating for the Series 2026 Bonds has been made to any rating agency, nor is there any reason to believe that an investment grade rating for the Series 2026 Bonds would have been obtained if application had been made.

EXPERTS

The Engineer's Report included in APPENDIX A to this Limited Offering Memorandum has been prepared by Dewberry Engineers Inc., Orlando, Florida, the District Engineer. APPENDIX A should be read in its entirety for complete information with respect to the subjects discussed therein. Wrathell, Hunt & Associates, LLC, Boca Raton, Florida, as Methodology Consultant, has prepared the Assessment Methodology set forth as APPENDIX E hereto. APPENDIX E should be read in its entirety for complete information with respect to the subjects discussed therein.

FINANCIAL INFORMATION

This District will covenant in the Disclosure Agreement (as defined herein), the proposed form of which is set forth in APPENDIX D hereto, to provide its annual audited financial statements to certain information repositories as described in APPENDIX D, commencing with the audit for the District Fiscal Year ending September 30, 2026. Attached hereto as APPENDIX F is a copy of the District's audited financial statements for the District's fiscal year ended September 30, 2025, as well as the District's unaudited monthly financial statements for the period ended August 31, 2026. 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 auditor has not performed any services related to, and therefore is not associated with, the preparation of this Limited Offering Memorandum. The Series 2026 Bonds are not general obligation bonds of the District and are payable solely from the Series 2026 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 and interest on its bonds or other debt obligations.

CONTINUING DISCLOSURE

The District, the Developer and the Builder will enter into the Continuing Disclosure Agreement (the "Disclosure Agreement") in the proposed form of APPENDIX D, for the benefit of the Series 2026 Bondholders (including owners of beneficial interests in such Series 2026 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 D: PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT." Under certain circumstances, the failure of the District, the Developer or the Builder 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 2026 Bondholders (including owners of beneficial interests in such Series 2026 Bonds) to bring an action for specific performance.

The District has previously entered into a continuing disclosure undertaking pursuant to Rule 15c2-12, promulgated under the Exchange Act (the "Rule"), with respect to its Series 2023 Bonds. A review of filings made pursuant to such prior undertaking indicates that certain filings required to be made by the District were not timely filed. The District will appoint the District Manager as the dissemination agent in the Disclosure Agreement and anticipates satisfying all future disclosure obligations required pursuant to the Disclosure Agreement.

The Developer has previously entered into continuing disclosure undertakings pursuant to the Rule in connection with the District's Series 2023 Bonds and other special districts. Horton has previously entered into continuing disclosure undertakings pursuant to the Rule in connection with other special districts. A review of filings made pursuant to such prior undertakings indicates that certain filings required to be made by the Developer and the Builder were not timely filed and that notice of such late filings was not always provided. The Developer and Builder each anticipate satisfying all future disclosure obligations required pursuant to the Disclosure Agreement.

UNDERWRITING

FMSbonds, Inc. (the "Underwriter") has agreed, pursuant to a contract with the District, subject to certain conditions, to purchase the Series 2026 Bonds from the District at a purchase price of $_____ (representing the par amount of the Series 2026 Bonds [plus/less net original issue premium discount of $_____ and] less an Underwriter's discount of $_____). The Underwriter's obligations are subject to certain conditions precedent and the Underwriter will be obligated to purchase all of the Series 2026 Bonds if any are purchased.

The Underwriter intends to offer the Series 2026 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 2026 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

Bonds issued pursuant to the terms of the Master Indenture have been validated by a judgment of the Circuit Court of the Eighteenth Judicial Circuit Court of Florida in and for Brevard County, Florida, rendered on July 28, 2022. The period of time during which an appeal can be taken from such judgment has expired without an appeal having been taken.

LEGAL MATTERS

Certain legal matters related to the authorization, sale and delivery of the Series 2026 Bonds are subject to the approval of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel. Certain legal matters will be passed upon for the District by its counsel Kutak Rock LLP, Tallahassee, Florida, for the Developer by its counsel, J. Wayne Crosby, P.A., Winter Park, Florida, and for the Underwriter by its

counsel, GrayRobinson, P.A., Tampa, Florida. GrayRobinson, P.A. represents the Developer in unrelated matters from time to time.

The legal opinions of Bond Counsel to be delivered concurrently with the delivery of the Series 2026 Bonds are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Bond Counsel as of the date of such opinions. Bond Counsel assumes no duty to update or supplement its opinions 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 opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service or the courts; rather, such opinions represent 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 2026 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 2026 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 2026 Bonds.

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AUTHORIZATION AND APPROVAL

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

CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chairperson, Board of Supervisors

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APPENDIX A

ENGINEER'S REPORT

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Cypress Bay West
Community Development District

Engineer's Report

APRIL 6, 2022

SUBMITTED BY
Dewberry Engineers Inc.
800 North Magnolia Avenue
Suite 1000
Orlando, Florida 32803
407-843-5120

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INTRODUCTION

Cypress Bay West Community Development District (the "District" or "CDD") is located entirely within the City of Palm Bay, Florida (the "City"), Brevard County, Florida. It is located south of Mara Loma Boulevard, west of Babcock Street Southeast, and north of Davis Lane. The District currently contains approximately 453.79 acres and is expected to consist of 1,343 residential lots of various sizes for single family with recreation/amenity areas, parks, and associated infrastructure for the development.

The CDD was established under the City Ordinance 2022-14, which was approved by the City Commission on March 3, 2022. The District will own and operate the public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

The Master Developer ("Developer") is Forestar (USA) Real Estate Group, Inc. The development is approved as a Planned Development (PD) for Residential Units to be constructed in three phases. A land use summary is presented in Table 1.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the City, County, St. Johns River Water Management District ("SJRWMD"), and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of the probable cost of the public improvements is provided in Exhibit 7 of this report.

The Capital Improvement Plan ("CIP") or this Engineer's Report reflects the present intentions of the District and the landowners. It should be noted that the location of the proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications are not expected to diminish the benefits to the propertywithin the District. The District reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development while maintaining a comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

Table 1 Land Use

LAND USE	AREA (acres)
Master Stormwater System	79.99
Residential Land (Single-Family Lots)	190.66
Roadways Infrastructure & Public Facilities	81.58
Open Space/Conservation Areas/Parks	101.56
TOTAL	**453.79**

Table 2 Lot Types

LOT TYPE	UNITS
Townhomes	124
60-ft SFR Lots	177
50-ft SFR Lots	982
50-ft Age Restricted Lots (55+)	60
TOTAL	**1,343**

Implementation of any proposed facilities or improvements outlined in this report requires written approval from the District's Board of Supervisors. Estimated costs outlined in this report are based on the best available information, which includes, but is not limited to, previous experience with similar projects. Actual costs could be different than estimates because final engineering and specific field conditions may affect construction costs.

All roadway improvements including sidewalks in the right-of-way and storm drainage collection systems (from the curb inlets to their connection to the stormwater ponds) within the development will be maintained by the County. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will be dedicated to the City for ownership and maintenance upon completion.

PURPOSE AND SCOPE

The purpose of this report is to provide engineering support for the funding of the proposed improvements within the District. This report will identify the proposed public infrastructure to be constructed or acquired by the District along with an Opinion of Probable Construction Costs. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure.

The predominant portion of this report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have not yet been completed and permitted for the improvements described herein.The engineer has considered and in specific instances has relied upon, the information and documentation prepared or supplied by others to prepare this Engineer's Report.

THE DEVELOPMENT

The development will consist of a total of 1,343 residential units and associated infrastructure. The development is a planned residential community consisting 453.79 acres located south of Mara Loma Boulevard, west of Babcock Street Southeast, and north of Davis Lane. It is located entirely within the City. The land uses and zoning for the development are LDR (low density residential). The development will be constructed in three (3) phases.

CAPITAL IMPROVEMENTS

The CIP consists of public infrastructure in the development. The primary portions of the CIP will providefor stormwater pond construction, roadways built to an urban roadway typical section, water, and sewer infrastructure including a lift station, and off-site improvements (including turn lanes and extension of water and sewer mains to serve the development).

There will also be stormwater structures and conveyance culverts within the CIP, which will outfall into the various on-site stormwater ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will also occurat this time as well as the lift station serving the project. Below-ground installation of telecommunicationsand cable television will occur but will not be funded by the District. Installation of streetlights and the incremental cost of undergrounding of power within the public rights-of-way or easements will be fundedby the District.

The recreational areas will have connectivity via sidewalks to the other portions of the District. The recreational areas will be accessed by the public roadways and sidewalks.

CAPITAL IMPROVEMENT PLAN COMPONENTS

The CIP for the District includes the following:

Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention/detention ponds are contained within the District boundaries. Stormwater will be discharged via roadway curb and gutter and storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and/or wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater treatment systems are regulated by the County and SJRWMD.

Federal Emergency Management Agency ("FEMA") Flood Insurance Rate Map Panel No. 12009C0670G, dated 3/17/2014, demonstrates that the property is located within Flood Zones X and A. Based on this information and the site topography, it appears that 100-year compensation will be done in areas where we will impact existing depressions throughout the development and the 100-yearflood volumes will be compensated as required by the County and FEMA.

During the construction of stormwater management facilities, utilities, and roadway improvements the contractor will be required to adhere to a Stormwater Pollution Prevention Plan (SWPPP) as required by the Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency. The SWPPP will be prepared to depict the proposed recommended locations of required erosion control measures and staked turbidity barriers specifically along the downgradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting as required by the National Pollutant Discharge Elimination System General Permitwith erosion control, its maintenance, and any rainfall events that occur during construction activity.

Public Roadways

The proposed public roadway sections include a 24-foot roadway consisting of asphalt and with Miami curbs or Type F curb and gutter on both sides along with a 50-foot right-of-way. The public roadway will include periodic roundabouts with limited areas of 90-foot and 200-foot right-of-way. The proposed roadway section will consist of stabilized subgrade, a lime rock, crushed concrete, or cement-treated base, and asphalt type roadway wearing surface. The proposed curb is to be 2-feet wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and to provide stormwater runoff conveyance to the proposed stormwater inlets.

The proposed roadways will also require signing and pavement markings within the public rights-of- way, as well as street signs depicting street name identifications and addressing, which will be utilizedby the residents and public. As stated above, the District's funding of roadway construction will occur for all public roadways.

Water and Wastewater Facilities

A potable drinking water distribution system inclusive of a water main, gate valves, fire hydrants, and appurtenances will be installed. The water service provider will be the City. The water system will be designed to provide equal distribution and redundancy. The system will be installed within the proposed public rights-of-way and will provide potable drinking water (domestic) and fire protection services to serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be a minimum of eight (8)-inch diameter PVC pipe systems. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of- way, under the proposed paved roadways. Sewer laterals will branch off from these sewer lines to serve the development. Lift stations are anticipated for this CIP. Flow from the lift station shall be connected to a proposed force main that will pump to an existing force main that will connect to the City's wastewater treatment facility.

The City's public utilities will provide the reclaimed water to be used for all irrigation within the CDD. The reclaimed water will be funded by the District and installed onsite within the roadways to provide for irrigation within the public right-of-way or any areas needing irrigation. Any water, sewer, or reclaimwater pipes or facilities placed on private property will not be publicly funded.

Off-Site Improvements

The District will provide funding for the anticipated turn lanes at the development entrances. The site construction activities associated with the CIP are anticipated to be completed in five years. Upon completion, the required inspections of the improvements will be completed and final certifications of completions will be obtained from SJRWMD, FDEP (water distribution and wastewater collection systems), and the City.

Amenities and Parks

The District will provide funding for amenity centers that are open to the residents and the public to include the following: parking areas, restroom facilities, pool, all-purpose playfields, and walking trailsto provide connectivity to the various amenity centers within the CDD. In addition, there will be passiveparks throughout the development, which will include benches and walking trails. Alternatively, the Developer may fund the amenities and transfer them to a homeowner's association for ownership and operation.

Electric Utilities and Lighting

The electric distribution systems throughout the District is currently planned to be underground; the District presently intends to fund the incremental cost of undergrounding of system.

Landscaping/Hardscape/Irrigation

Landscaping, irrigation, entry features, and walls where required as a buffer at the entrances and alongthe outside boundary of the development, will be provided by the District. Landscaping for the roadways will consist of sod, perennial flowers, shrubs, ground cover, and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters where required as a buffer. These items will be funded, owned, and maintained by the CDD.

Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report are being financed by the Districtto benefit all the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the development for the intended use as a single-family/residential planned development.

Permitting

Construction permits for all phases are required and include the SJRWMD ERP, FDEP, City of Palm Bay, and county construction plan approval. The following is a summary of required permits obtained or pending approval for the construction of the public infrastructure improvements for the District:

Table 3 Permits/Approvals

Permits/Approvals	Approval/Expected Date
Zoning Approval	Residential Planned Unit Development (RPUD)
Preliminary Plat	To be obtained
SJRWMD ERP	To be obtained
Construction Permits	To be obtained
City of Palm Bay - Water/Sewer	To be obtained
FDEP Sanitary Sewer General Permit	To be obtained
FDEP Water Distribution General Permit	To be obtained
FDEP NOI	To be obtained

RECOMMENDATION

As previously explained within this report, the public infrastructure, as described, is necessary for the development and functional operation as required by the County. The site planning, engineering design, and construction plans for the infrastructure are in accordance with the applicable requirements of the County and SJRWMD. It should be noted that the infrastructure will provide its intended use and function so long as the construction and installation are in substantial conformance with the designconstruction plans and regulatory permits.

Items utilized in the Opinion of Probable Costs for this report are based upon the proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SJRWMD, FDEP, County, and City regulations.

REPORT MODIFICATION

During the development and implementation of the designed public infrastructure improvements, it maybe necessary to make modifications and/or deviations to the plans. However, if such deviations and/orrevisions do not change the overall primary objective of the plan for such improvements, then the costdifferences would not materially affect the proposed construction cost estimates.

SUMMARY AND CONCLUSION

The improvements as outlined are necessary for the functional development of the entire project. Theproject is being designed in accordance with current government regulatory requirements. The projectwill serve its intended function provided the construction is in substantial compliance with the design.Items of construction for the project are based upon current development plans.

ENGINEER'S CERTIFICATION

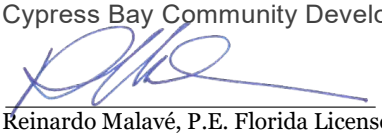
It is our professional opinion that the public infrastructure costs for the CIP provided in this report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District and the valueis at least the same as the costs for said improvements.

The Opinion of Probable Costs for the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon current unit prices and on ourexperience with ongoing and similar projects and basis in the county and city. However, labor market,future costs of equipment; materials, changes to the regulatory permitting agencies' activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's
control. Due to this inherent opportunity for changes (upward or downward) in the construction costs,the total, final construction cost may be more or less than this estimate.

Based upon the presumption that the CIP construction continues in a timely manner, it is our opinion that the costs of the CIP proposed represent a system of improvements benefitting all developable property located within the District, are fair and reasonable, and that the District-funded improvementsare assessable improvements within the meaning of Chapter 190, F.S. We have no reason to believethat the CIP improvements cannot be constructed at the cost described in this report. We expect the

Based upon the presumption that the CIP construction continues in a timely manner, it is our opinion that the costs of the CIP proposed represent a system of improvements benefitting all developable property located within the District, are fair and reasonable, and that the District-funded improvementsare assessable improvements within the meaning of Chapter 190, F.S. We have no reason to believethat the CIP improvements cannot be constructed at the cost described in this report. We expect the improvements to be constructed or acquired by the District with bond proceeds, as indicated within this report. We believe that the District will be well served by the improvements discussed in this report and the CIP is feasible to construct.

I hereby certify that the foregoing is a true and correct copy of the engineer's report for Cypress Bay Community Development District.



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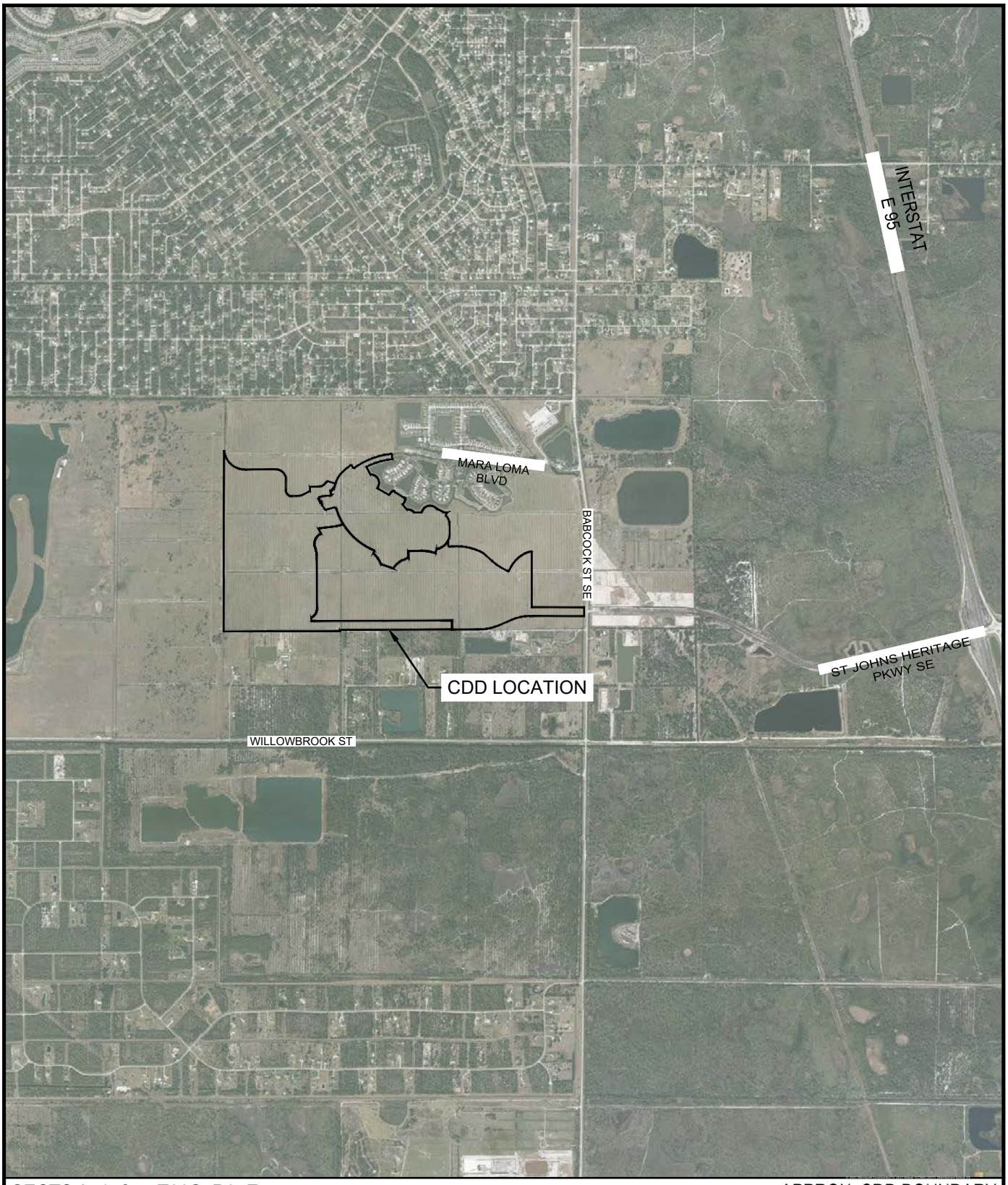


SECTS 3, 4, & 5, T30S, R37E

APPROX. CDD BOUNDARY
AREA - 453.794 ± AC.

EXHIBIT 1 - LOCATION MAP

Dewberry

CYPRESS BAY WEST CDD

N

0' 1500' 3000'

LEGAL DESCRIPTION: CYPRESS BAY WEST PHASE 1

A PARCEL OF LAND BEING A PORTION OF SECTION 4, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND A PORTION OF LOT 32 AND LOT 33 OF SAN-SEBASTIAN FARMS, SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 77, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT "OS5" WATERSTONE PLAT ONE P.U.D., ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 55, PAGES 37 THROUGH 57, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S 05° 37' 16" E FOR A DISTANCE OF 120.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1620.00 FEET, AND WHOSE CHORD BEARS S 73° 32' 14" W FOR A DISTANCE OF 609.42 FEET, ALSO BEING THE NORTH LINE OF TRACT "OS8" OF SAID WATERSTONE PLAT ONE P.U.D.; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF AFORESAID CURVE AND NORTH LINE, THROUGH A CENTRAL ANGLE OF 21° 40' 59", FOR A DISTANCE OF 613.07 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 27° 18' 15" E ALONG THE WEST LINE OF AFOREMENTIONED TRACT "OS8" AND THE SOUTHERLY LINE OF TRACT "S.M.T. - 3A" OF WATERSTONE PLAT ONE REPLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 55, PAGES 86 THROUGH 95, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, FOR A DISTANCE OF 194.24 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS S 33° 11' 40" E FOR A DISTANCE OF 321.47 FEET; THENCE RUN THE FOLLOWING (4) CURVES, COURSES AND DISTANCES ALONG THE SOUTHERLY LINE OF SAID TRACT "S.M.T. - 3A": THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 118° 31' 49", FOR A DISTANCE OF 386.86 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE EAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS S 12° 24' 48" W FOR A DISTANCE OF 47.22 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27° 18' 52", FOR A DISTANCE OF 47.67 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 60° 15' 06" E FOR A DISTANCE OF 300.74 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS N 42° 30' 07" E FOR A DISTANCE OF 146.19 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46° 01' 04", FOR A DISTANCE OF 150.19 FEET TO THE SOUTH LINE OF TRACT "OS21" OF AFOREMENTIONED WATERSTONE PLAT ONE REPLAT NO. 2, ALSO BEING A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN THE FOLLOWING (5) CURVES, COURSES AND DISTANCES ALONG THE SOUTHERLY LINE OF SAID TRACT "OS21"; RUN S 27° 22' 41" E FOR A DISTANCE OF 15.61 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 50.00 FEET, AND WHOSE CHORD BEARS S 42° 12' 41" E FOR A DISTANCE OF 25.60 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29° 40' 00", FOR A DISTANCE OF 25.89 FEET; THENCE RUN S 57° 02' 41" E FOR A DISTANCE OF 239.97 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTH, HAVING A RADIUS OF 50.00 FEET, AND WHOSE CHORD BEARS S 75° 28' 31" E FOR A DISTANCE OF 31.62 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36° 51' 40", FOR A DISTANCE OF 32.17 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 86° 05' 39" E FOR A DISTANCE OF 8.19 FEET TO THE SOUTHERLY LINE OF AFOREMENTIONED TRACT "S.M.T. - 3A", ALSO BEING A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS S 25° 18' 51" W FOR A DISTANCE OF 158.91 FEET; THENCE RUN THE FOLLOWING (9) CURVES, COURSES AND DISTANCES ALONG THE SOUTHERLY LINES OF SAID TRACT "S.M.T. - 3A"; RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 50° 17' 10", FOR A DISTANCE OF 164.12 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 39° 32' 33" E FOR A DISTANCE OF 149.35 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS S 69° 10' 51" E FOR A DISTANCE OF 181.64 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 58° 06' 50", FOR A DISTANCE OF 189.67 TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 89° 53' 48" E FOR A DISTANCE OF 170.61 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS N 72° 37' 12" E FOR A DISTANCE OF 330.66 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 124° 17' 20", FOR A DISTANCE OF 405.65 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS S 57° 05' 56" E FOR A DISTANCE OF 41.12 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 43' 35", FOR A DISTANCE OF 41.41 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 655.00 FEET, AND WHOSE CHORD BEARS S 64° 22' 13" E FOR A DISTANCE OF 104.87 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09° 11' 00", FOR A DISTANCE OF 104.98 FEET TO A POINT OF TANGENCY; THENCE RUN S 59° 46' 43" E FOR A DISTANCE OF 59.96 FEET; THENCE RUN N 89° 53' 48" E FOR A DISTANCE OF 80.12 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "S.M.T. - 3A"; THENCE RUN S 34° 43' 01" W, DEPARTING THE AFOREMENTIONED SOUTHERLY LINE, FOR A DISTANCE OF 84.77 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 260.00 FEET, AND WHOSE CHORD BEARS S 25° 02' 28" E FOR A DISTANCE OF 220.10 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 50° 04' 55", FOR A DISTANCE OF 227.26 FEET TO A POINT OF TANGENCY; THENCE RUN S 00° 00' 00" E FOR A DISTANCE OF 233.48 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 260.00 FEET, AND WHOSE CHORD BEARS S 15° 41' 10" W FOR A DISTANCE OF 140.59 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31° 22' 20", FOR A DISTANCE OF 142.36 FEET TO A POINT OF TANGENCY; THENCE RUN S 31° 22' 20" W FOR A DISTANCE OF 23.26 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 350.00 FEET, AND WHOSE CHORD BEARS S 55° 46' 05" W FOR A DISTANCE OF 289.13 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48° 47' 30", FOR A DISTANCE OF 298.05 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 18° 45' 07" W FOR A DISTANCE OF 95.37 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 887.50 FEET, AND WHOSE CHORD BEARS N 80° 41' 08" W FOR A DISTANCE OF 291.04 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18° 52' 29", FOR A DISTANCE OF 292.36 FEET TO A POINT OF TANGENCY; THENCE RUN S 89° 52' 38" W FOR A DISTANCE OF 320.27 FEET; THENCE RUN S 00° 07' 22" E FOR A DISTANCE OF 156.73 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 425.00 FEET, AND WHOSE CHORD BEARS S 71° 25' 40" W FOR A DISTANCE OF 17.04 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02° 17' 48", FOR A DISTANCE OF 17.04 FEET TO A POINT OF TANGENCY; THENCE RUN S 70° 16' 46" W FOR A DISTANCE OF 73.63 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 450.00 FEET, AND WHOSE CHORD BEARS S 62° 19' 26" W FOR A DISTANCE OF 124.56 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15° 54' 40", FOR A DISTANCE OF 124.97 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 575.00 FEET, AND WHOSE CHORD BEARS S 44° 10' 21" W FOR A DISTANCE OF 203.57 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20° 23' 31", FOR A DISTANCE OF 204.65 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 71° 08' 43" W FOR A DISTANCE OF 277.37 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS N 73° 08' 02" W FOR A DISTANCE OF 15.62 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03° 58' 38", FOR A DISTANCE OF 15.62 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 675.00 FEET, AND WHOSE CHORD BEARS N 34° 36' 29" W FOR A DISTANCE OF 295.95 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25° 19' 37", FOR A DISTANCE OF 298.38 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 22° 10' 15" E FOR A DISTANCE OF 67.68 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1487.50 FEET, AND WHOSE CHORD BEARS N 37° 24' 41" W FOR A DISTANCE OF 1506.24 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60° 50' 08", FOR A DISTANCE OF 1579.40 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 32° 42' 19" W FOR A DISTANCE OF 21.69 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51° 25' 25", FOR A DISTANCE OF 22.44 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS N 46° 08' 46" W FOR A DISTANCE OF 42.51 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24° 32' 31", FOR A DISTANCE OF 42.83 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 63° 52' 31" W FOR A DISTANCE OF 25.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60° 00' 00", FOR A DISTANCE OF 26.18 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 03° 52' 31" W FOR A DISTANCE OF 75.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 56° 07' 29" E FOR A DISTANCE OF 25.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60° 00' 00", FOR A DISTANCE OF 26.18 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS N 44° 35' 34" E FOR A DISTANCE OF 63.35 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36° 56' 09", FOR A DISTANCE OF 64.47 FEET TO A POINT OF REVERSE CURVATURE CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 40° 16' 27" E FOR A DISTANCE OF 19.36 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45° 34' 23", FOR A DISTANCE OF 19.88 FEET TO A POINT OF TANGENCY; THENCE RUN N 17° 29' 16" E FOR A DISTANCE OF 111.32 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 600.00 FEET, AND WHOSE CHORD BEARS N 31° 45' 36" E FOR A DISTANCE OF 295.84 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28° 32' 41", FOR A DISTANCE OF 295.84 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1840.00 FEET, AND WHOSE CHORD BEARS N 49° 56' 45" E FOR A DISTANCE OF 251.15 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07° 49' 36", FOR A DISTANCE OF 251.35 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 36° 08' 27" E FOR A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1740.00 FEET, AND WHOSE CHORD BEARS N 69° 07' 06" E FOR A DISTANCE OF 915.92 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30° 31' 10", FOR A DISTANCE OF 926.84 FEET TO THE POINT OF BEGINNING; CONTAINING 77.844 ACRES, MORE OR LESS.

SECTS 3, 4, & 5, T30S, R37E

APPROX. CDD BOUNDARY
AREA - 453.794 ± AC.

EXHIBIT 2 - LEGAL DESCRIPTION
CYPRESS BAY WEST CDD
PHASE 1

Dewberry

DATE: November 29, 2021

LEGAL DESCRIPTION: CYPRESS BAY WEST PHASE 2

A PARCEL OF LAND BEING A PORTION OF SECTIONS 3 AND 4, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND A PORTION OF LOT 33, LOT 34, LOT 63 AND LOT 64 OF SAN-SEBASTIAN FARMS, SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 77, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE RUN N 01° 11' 38" W ALONG THE EAST LINE OF SAID SECTION 4 FOR A DISTANCE OF 7.46 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 4; THENCE RUN N 89° 52' 37" E FOR A DISTANCE OF 129.17 FEET TO THE WEST RIGHT OF WAY LINE OF BABCOCK STREET (A 100 FOOT WIDE RIGHT OF WAY); THENCE RUN N 00° 45' 16" E ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 291.62 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN N 89° 42' 39" W FOR A DISTANCE OF 1214.31 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1000.00 FEET, AND WHOSE CHORD BEARS S 78° 39' 00" W FOR A DISTANCE OF 403.49 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 16' 41", FOR A DISTANCE OF 406.28 FEET TO A POINT OF TANGENCY; THENCE RUN S 67° 00' 40" W FOR A DISTANCE OF 328.03 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1200.00 FEET, AND WHOSE CHORD BEARS S 78° 26' 39" W FOR A DISTANCE OF 475.74 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 51' 58", FOR A DISTANCE OF 478.91 FEET TO A POINT OF TANGENCY, ALSO BEING THE SOUTH LINE OF PARCEL B, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3480, PAGE 685, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S 89° 52' 38" W ALONG THE SOUTH LINE OF SAID PARCEL B FOR A DISTANCE OF 588.09 FEET; THENCE RUN N 00° 07' 22" W FOR A DISTANCE OF 200.00 FEET; THENCE RUN S 89° 52' 38" W FOR A DISTANCE OF 3155.67 FEET; THENCE RUN N 00° 07' 22" W FOR A DISTANCE OF 74.96 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 225.00 FEET AND WHOSE CHORD BEARS N 31° 44' 37" E FOR A DISTANCE OF 237.57 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 63° 43' 57", FOR A DISTANCE OF 250.28 FEET TO A POINT OF TANGENCY; THENCE RUN N 00° 07' 22" W FOR A DISTANCE OF 1143.70 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 675.00 FEET, AND WHOSE CHORD BEARS N 09° 50' 34" W FOR A DISTANCE OF 227.92 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19° 26' 23", FOR A DISTANCE OF 229.02 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 250.00 FEET AND WHOSE CHORD BEARS N 22° 47' 04" E FOR A DISTANCE OF 336.81 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84° 41' 39", FOR A DISTANCE OF 369.55 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 24° 52' 07" W FOR A DISTANCE OF 125.00 FEET; THENCE RUN N 65° 07' 53" E FOR A DISTANCE OF 20.65 FEET; THENCE RUN N 83° 26' 35" E FOR A DISTANCE OF 377.34 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 325.00 FEET, AND WHOSE CHORD BEARS N 71° 43' 01" E FOR A DISTANCE OF 132.10 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 27' 08", FOR A DISTANCE OF 133.03 FEET TO A POINT OF TANGENCY; THENCE RUN N 59° 59' 27" E FOR A DISTANCE OF 33.34 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1487.50 FEET, AND WHOSE CHORD BEARS S 49° 38' 29" E FOR A DISTANCE OF 928.59 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36° 22' 31", FOR A DISTANCE OF 944.37 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 22° 10' 15" W FOR A DISTANCE OF 67.68 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 675.00 FEET, AND WHOSE CHORD BEARS S 34° 36' 29" E FOR A DISTANCE OF 295.95 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25° 19' 37", FOR A DISTANCE OF 298.38 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS S 73° 08' 02" E FOR A DISTANCE OF 15.62 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03° 58' 38", FOR A DISTANCE OF 15.62 FEET TO A POINT OF TANGENCY; THENCE RUN S 71° 08' 43" E FOR A DISTANCE OF 277.37 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 575.00 FEET, AND WHOSE CHORD BEARS N 44° 10' 21" E FOR A DISTANCE OF 203.57 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20° 23' 31", FOR A DISTANCE OF 204.65 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 450.00 FEET, AND WHOSE CHORD BEARS N 62° 19' 26" E FOR A DISTANCE OF 124.56 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15° 54' 40", FOR A DISTANCE OF 124.97 FEET TO A POINT OF TANGENCY; THENCE RUN N 70° 16' 46" E FOR A DISTANCE OF 73.63 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 425.00 FEET, AND WHOSE CHORD BEARS N 71° 25' 40" E FOR A DISTANCE OF 17.04 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02° 17' 48", FOR A DISTANCE OF 17.04 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 00° 07' 22" W FOR A DISTANCE OF 156.73 FEET; THENCE RUN N 89° 52' 38" E FOR A DISTANCE OF 320.27 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 887.50 FEET, AND WHOSE CHORD BEARS S 80° 41' 08" E FOR A DISTANCE OF 291.04 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18° 52' 29", FOR A DISTANCE OF 292.36 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 18° 45' 07" E FOR A DISTANCE OF 95.37 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 350.00 FEET, AND WHOSE CHORD BEARS N 55° 46' 05" E FOR A DISTANCE OF 289.13 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48° 47' 30", FOR A DISTANCE OF 298.05 FEET TO A POINT OF TANGENCY; THENCE RUN N 31° 22' 20" E FOR A DISTANCE OF 23.26 FEET; THENCE RUN S 06° 50' 39" E FOR A DISTANCE OF 133.29 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 1280.00 FEET, AND WHOSE CHORD BEARS S 81° 26' 45" E FOR A DISTANCE OF 720.14 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32° 40' 34", FOR A DISTANCE OF 729.99 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 480.00 FEET, AND WHOSE CHORD BEARS S 55° 58' 25" E FOR A DISTANCE OF 152.40 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18° 16' 06", FOR A DISTANCE OF 153.04 FEET TO A POINT OF TANGENCY; THENCE RUN S 46° 50' 22" E FOR A DISTANCE OF 174.47 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1000.00 FEET, AND WHOSE CHORD BEARS S 53° 30' 50" E FOR A DISTANCE OF 232.46 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13° 20' 57", FOR A DISTANCE OF 232.99 FEET TO A POINT OF TANGENCY; THENCE RUN S 60° 11' 18" E FOR A DISTANCE OF 191.82 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 74° 48' 42" E FOR A DISTANCE OF 35.36 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 00' 00", FOR A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE RUN N 29° 48' 42" E FOR A DISTANCE OF 126.82 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 680.00 FEET, AND WHOSE CHORD BEARS N 53° 54' 19" E FOR A DISTANCE OF 555.19 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48° 11' 15", FOR A DISTANCE OF 571.90 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 00° 01' 02" W FOR A DISTANCE OF 1252.63 FEET; THENCE RUN S 89° 42' 39" E FOR A DISTANCE OF 1181.14 FEET; THENCE S 00° 45' 16" W A DISTANCE OF 200.01 FEET TO THE POINT OF BEGINNING; CONTAINING 185.669 ACRES, MORE OR LESS.

SECTS 3, 4, & 5, T30S, R37E

APPROX. CDD BOUNDARY
AREA - 453.794 ± AC.

EXHIBIT 2 - LEGAL DESCRIPTION
CYPRESS BAY WEST CDD
PHASE 2

Dewberry

DATE: November 29, 2021

LEGAL DESCRIPTION: CYPRESS BAY WEST PHASE 3

A PARCEL OF LAND BEING A PORTION OF SECTION 4, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND A PORTION OF LOT 8, LOT 25 THROUGH LOT 34, ALL OF LOT 35 THROUGH LOT 39, A PORTION OF LOT 40 AND A PORTION OF LOT 57 THROUGH LOT 64 OF SAN-SEBASTIAN FARMS, SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 77, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA; THENCE RUN N 00° 12' 44" E ALONG THE EAST LINE OF SAID SECTION 5 FOR A DISTANCE OF 98.91 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S 89° 44' 18" W ALONG THE APPROXIMATE CENTERLINE OF A DITCH FOR A DISTANCE OF 2617.10 FEET; THENCE RUN N 00° 13' 32" E FOR A DISTANCE OF 4069.14 FEET; THENCE RUN S 13° 40' 29" E FOR A DISTANCE OF 150.76 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 461.27 FEET, AND WHOSE CHORD BEARS S 56° 07' 45" E FOR A DISTANCE OF 515.79 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 67° 59' 16", FOR A DISTANCE OF 547.34 FEET TO A POINT OF TANGENCY; THENCE RUN N 89° 52' 37" E FOR A DISTANCE OF 700.04 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS S 44° 49' 10" E FOR A DISTANCE OF 319.88 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 36' 27", FOR A DISTANCE OF 355.81 FEET TO A POINT OF TANGENCY; THENCE RUN S 00° 29' 04" W FOR A DISTANCE OF 244.67 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 125.00 FEET, AND WHOSE CHORD BEARS S 44° 49' 10" E FOR A DISTANCE OF 177.71 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 36' 27", FOR A DISTANCE OF 197.67 FEET TO A POINT OF TANGENCY; THENCE RUN N 89° 52' 37" E FOR A DISTANCE OF 104.86 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 375.00 FEET, AND WHOSE CHORD BEARS N 76° 33' 44" E FOR A DISTANCE OF 172.73 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26° 37' 46", FOR A DISTANCE OF 174.29 FEET TO A POINT OF TANGENCY; THENCE RUN N 63° 14' 51" E FOR A DISTANCE OF 158.48 FEET; THENCE RUN N 00° 00' 46" W FOR A DISTANCE OF 97.55 FEET; THENCE RUN N 89° 52' 37" E FOR A DISTANCE OF 178.45 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS N 57° 39' 17" E FOR A DISTANCE OF 239.94 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 64° 26' 40", FOR A DISTANCE OF 253.07 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 72° 30' 44" E FOR A DISTANCE OF 200.00 FEET; THENCE RUN S 17° 29' 16" W FOR A DISTANCE OF 99.80 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS S 40° 16' 27" W FOR A DISTANCE OF 19.36 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45° 34' 23", FOR A DISTANCE OF 19.88 FEET TO A POINT REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS S 44° 35' 34" W FOR A DISTANCE OF 63.35 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36° 56' 09", FOR A DISTANCE OF 64.47 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS S 56° 07' 29" W FOR A DISTANCE OF 25.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60° 00' 00", FOR A DISTANCE OF 26.18 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 03° 52' 31" E FOR A DISTANCE OF 75.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS S 63° 52' 31" E FOR A DISTANCE OF 25.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60° 00' 00", FOR A DISTANCE OF 26.18 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS S 46° 08' 46" E FOR A DISTANCE OF 42.51 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24° 32' 31", FOR A DISTANCE OF 42.83 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS S 32° 42' 19" E FOR A DISTANCE OF 21.69 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51° 25' 25", FOR A DISTANCE OF 22.44 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1487.50 FEET, AND WHOSE CHORD BEARS S 19° 13' 25" E FOR A DISTANCE OF 630.22 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24° 27' 37", FOR A DISTANCE OF 635.03 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 59° 59' 27" W FOR A DISTANCE OF 33.34 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 325.00 FEET, AND WHOSE CHORD BEARS S 71° 43' 01" W FOR A DISTANCE OF 132.10 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 27' 08", FOR A DISTANCE OF 133.03 FEET TO A POINT OF TANGENCY; THENCE RUN S 83° 26' 35" W FOR A DISTANCE OF 377.34 FEET; THENCE RUN S 65° 07' 53" W FOR A DISTANCE OF 20.65 FEET; THENCE RUN S 24° 52' 07" E FOR A DISTANCE OF 125.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 250.00 FEET AND WHOSE CHORD BEARS S 22° 47' 04" W FOR A DISTANCE OF 336.81 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84° 41' 39", FOR A DISTANCE OF 369.55 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 675.00 FEET AND WHOSE CHORD BEARS S 09° 50' 34" E FOR A DISTANCE OF 227.92 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19° 26' 23", FOR A DISTANCE OF 229.02 FEET TO A POINT OF TANGENCY; THENCE RUN S 00° 07' 22" E FOR A DISTANCE OF 1143.70 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS S 31° 44' 37" W FOR A DISTANCE OF 237.57 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 63° 43' 57", FOR A DISTANCE OF 250.28 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 00° 07' 22" E FOR A DISTANCE OF 74.96 FEET; THENCE RUN N 89° 52' 38" E FOR A DISTANCE OF 3155.67 FEET; THENCE RUN S 00° 07' 22" E FOR A DISTANCE OF 200.00 FEET; THENCE RUN S 89° 52' 38" W FOR A DISTANCE OF 2514.25 FEET; THENCE RUN S 00° 13' 56" W FOR A DISTANCE OF 29.65 FEET TO THE POINT OF BEGINNING; CONTAINING 190.281 ACRES, MORE OR LESS.

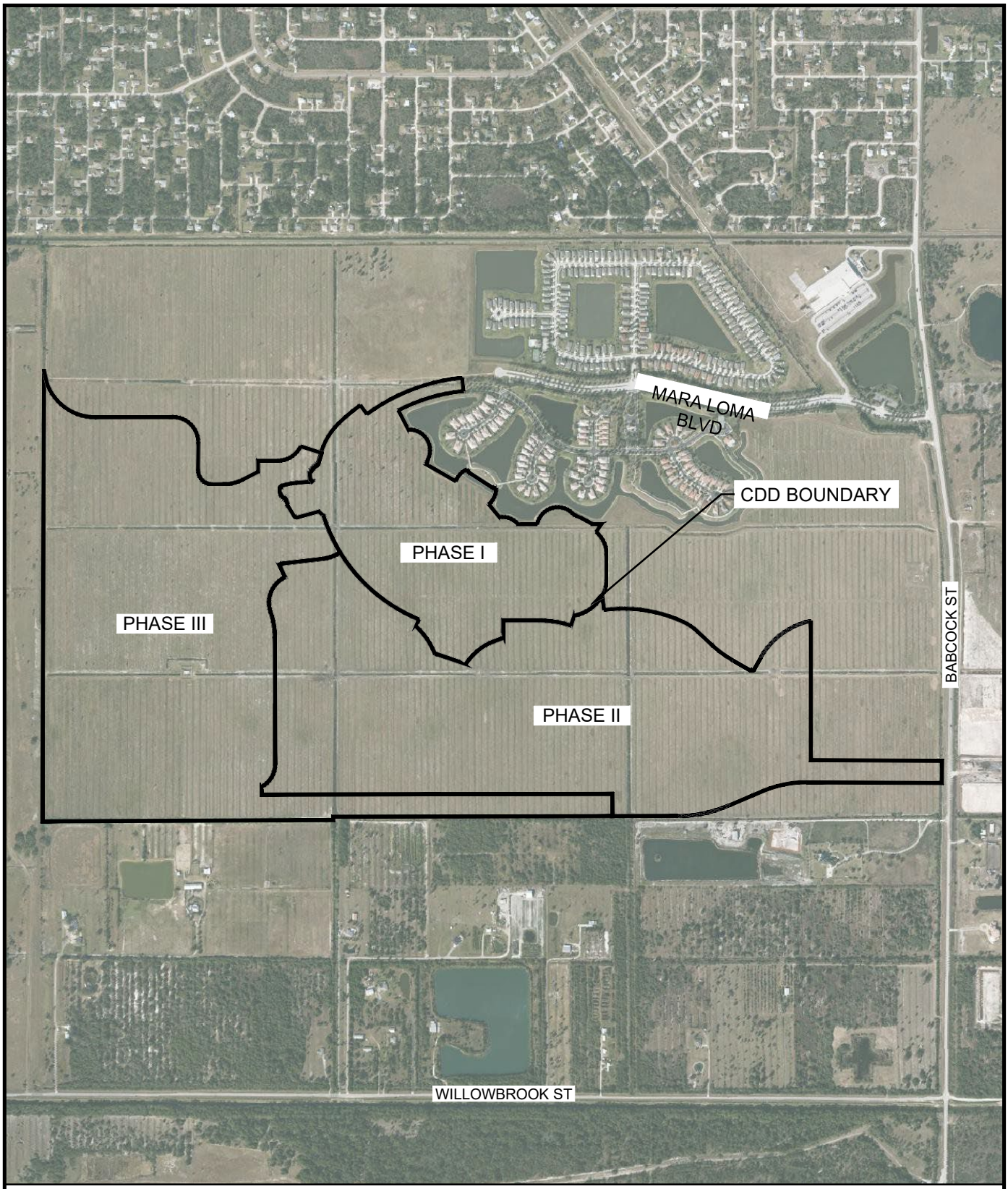
SECTS 3, 4, & 5, T30S, R37E

APPROX. CDD BOUNDARY
AREA - 453.794 ± AC.

EXHIBIT 2 - LEGAL DESCRIPTION
CYPRESS BAY WEST CDD
PHASE 3

Dewberry

DATE: November 29, 2021



SECTS 3, 4, & 5, T30S, R37E

APPROX. CDD BOUNDARY
AREA - 453.794 ± AC.

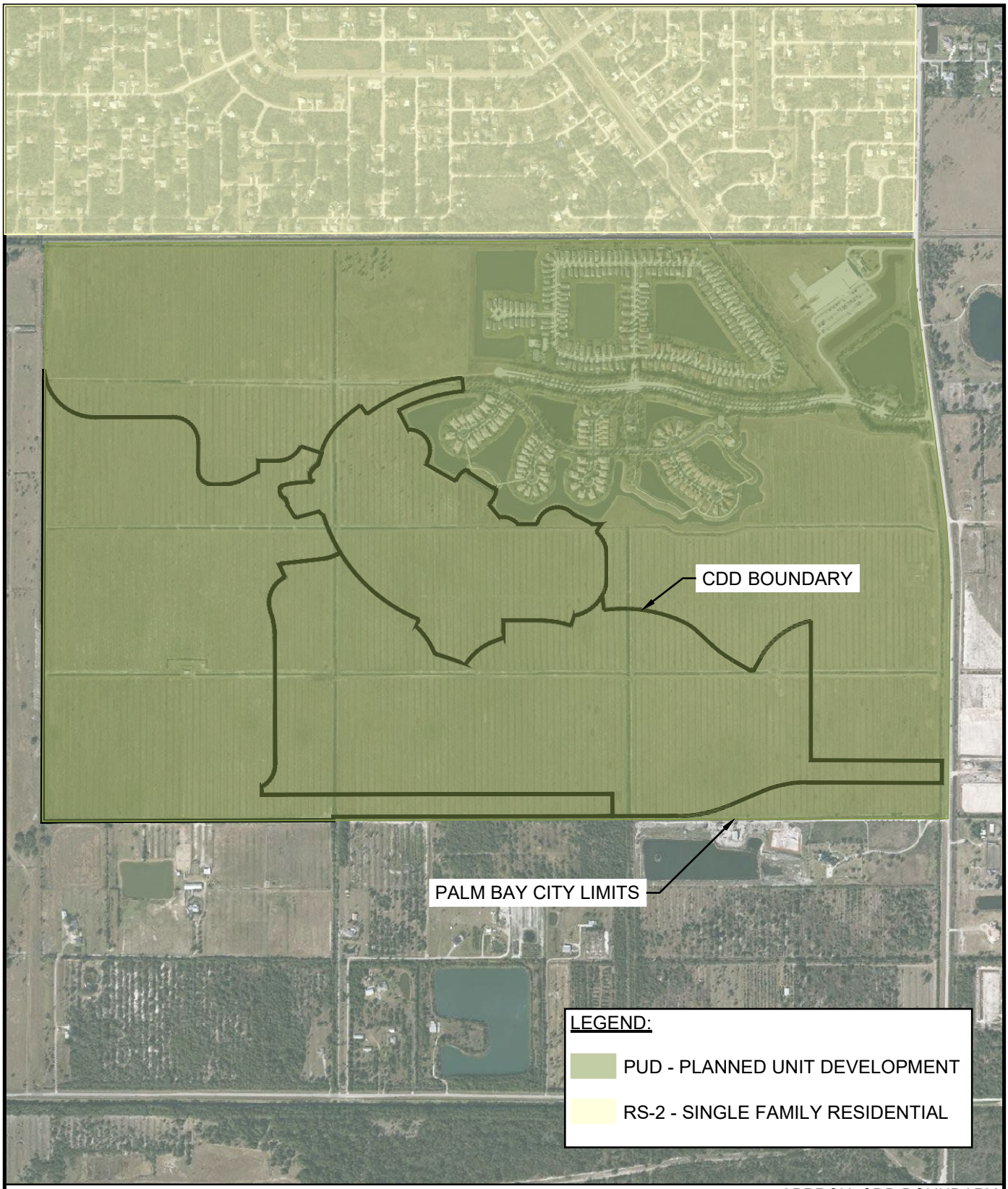
EXHIBIT 3 - BOUNDARY MAP
CYPRESS BAY WEST CDD

Dewberry

N

0' 600' 1200'

DATE: November 29, 2021



SECTS 3, 4, & 5, T30S, R37E

APPROX. CDD BOUNDARY
AREA - 453.794 ± AC.

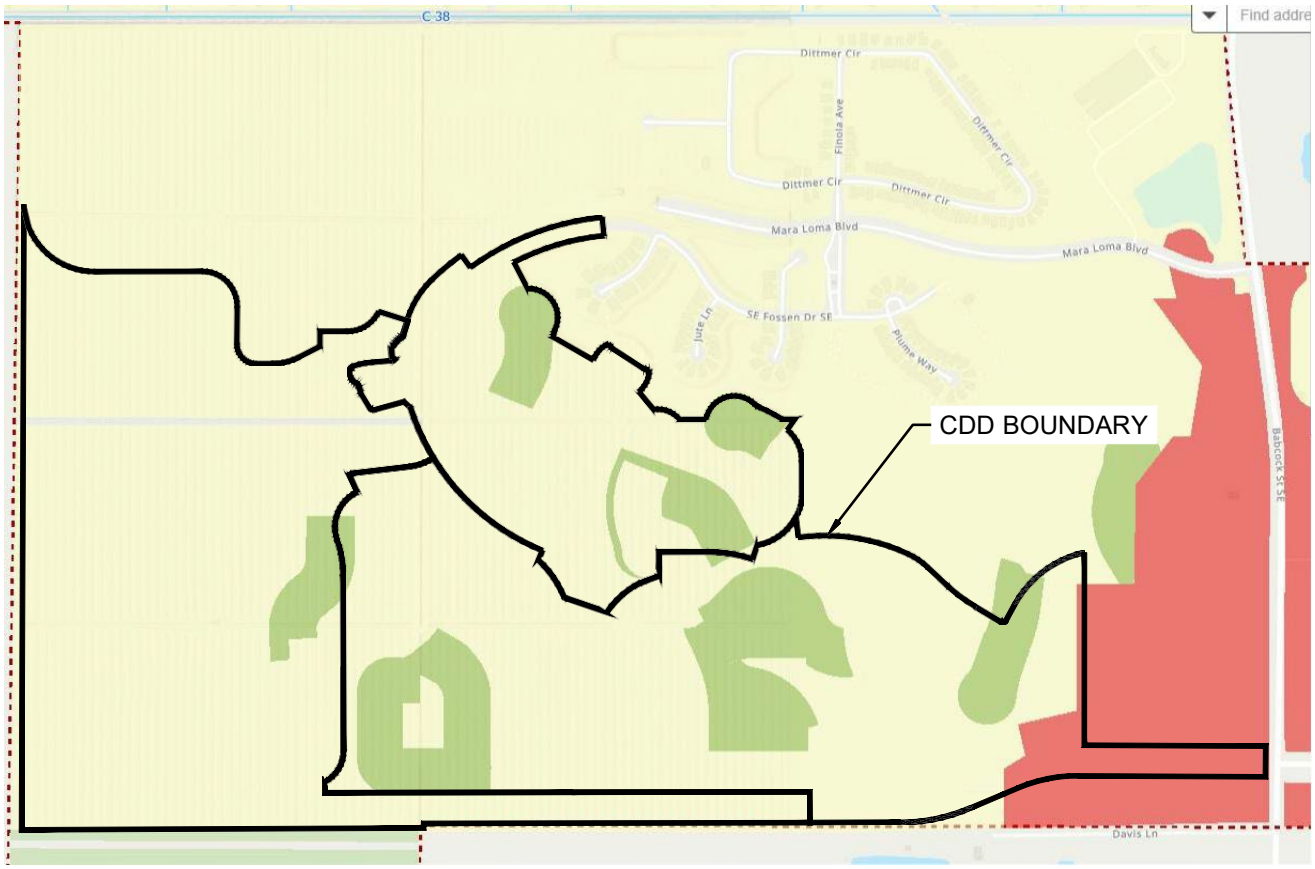
EXHIBIT 4 - ZONING MAP
CYPRESS BAY WEST CDD

Dewberry

N

0' 600' 1200'

DATE: November 29, 2021



Future Land Use

- Other
- Agriculture
- Mixed Use
- CF
- Commercial
- Conservation
- Industrial
- Multi-Family Residential
- Mobile Home Residential
- MPVD
- MU
- NC (COUNTY)
- Professional Office Building
- Public / Semi-Public
- R 1:2.5(COUNTY)
- R-1 (COUNTY)
- RAC
- Rec and Open Space
- Rural Single Family
- Single Family Residential
- Utility

SECTS 3, 4, & 5, T30S, R37E

APPROX. CDD BOUNDARY
AREA - 453.794 ± AC.

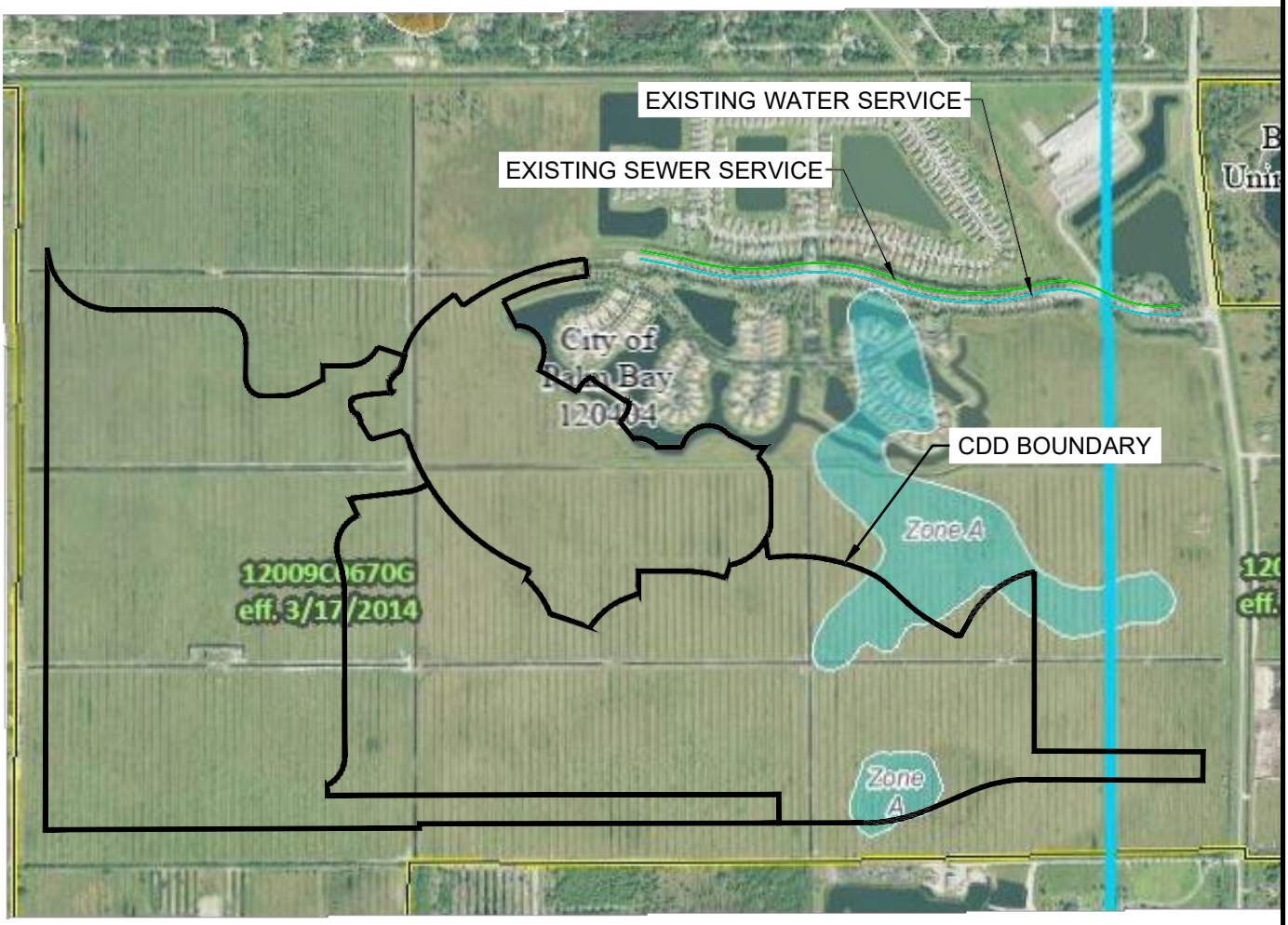
EXHIBIT 5 - FUTURE LAND USE MAP
CYPRESS BAY WEST CDD

Dewberry

N

0' 600' 1200'

DATE: November 29, 2021



PIN
Approximate location based on user input and does not represent an authoritative property location

MAP PANELS
Selected Floodmap Boundary
Digital Data Available
No Digital Data Available
Unmapped

OTHER AREAS
NO SCREEN Area of Minimal Flood Hazard Zone X
Effective LOMRs
Area of Undetermined Flood Hazard Zone D
Otherwise Protected Area
Coastal Barrier Resource System Area

SPECIAL FLOOD HAZARD AREAS
Without Base Flood Elevation (BFE) Zone A, V, A99
With BFE or Depth
Regulatory Floodway Zone AE, AO, AH, VE, AR

OTHER AREAS OF FLOOD HAZARD
0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levee. See Notes. Zone X
Area with Flood Risk due to Levee Zone D

OTHER FEATURES
20.2 Cross Sections with 1% Annual Chance
17.5 Water Surface Elevation
Coastal Transect
Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
Coastal Transect Baseline
Profile Baseline
Hydrographic Feature

GENERAL STRUCTURES
Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall

SECTS 3, 4, & 5, T30S, R37E

APPROX. CDD BOUNDARY
AREA - 453.794 ± AC.

EXHIBIT 6 - FLOODPLAIN MAP AND UTILITIES
CYPRESS BAY WEST CDD

Dewberry

N

NTS

DATE: November 29, 2021

Cypress Bay West CDD - Exhibit 7A - Summary of Probable Costs

Infrastructure	Subtotals
Offsite Improvements	**$ 6,624,920.00**
Stormwater Management	**$ 9,641,200.00**
Mass Grading and Master Stormwater Drainage	
Roadway Drainage	
Utilities (Water, Sewer, & Reuse)	**$ 11,057,480.00**
Water	
Reuse	
Gravity Sewer	
Lift Station & Forcemains	
Electrical	**$ 3,012,920.00**
Street Lighting	
Differential Cost of Undergrounding Electric	
Roadway	**$ 8,641,200.00**
Entry Feature/Hardscaping	**$ 200,000.00**
Parks, Amenities, and Landscaping	**$ 2,686,000.00**
SUBTOTAL CONSTRUCTION	**$ 41,863,720.00**
General Consulting (Engr & Legal) @ 10%	**$ 4,186,372.00**
Contingency @ 10%	**$ 4,605,009.20**
TOTAL	**$ 50,655,101.20**

3/23/2022

Notes:

1. Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and public neighborhood parks, all of which will be located on land owned by or subject to a permanent easement in favor of the District or another governmental entity.
2. Excludes grading of each lot in conjunction with home construction, which will be provided by home builder.
3. Includes Stormwater pond excavation. Does not include the cost of transportation of fill for use of private lots.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Stormwater does not include grading associated with building pads.
7. Estimates are based on 2022 cost.
8. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
9. CDD will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service. Includes only the cost of undergrounding.
10. Estimates based on 1,343 lots.

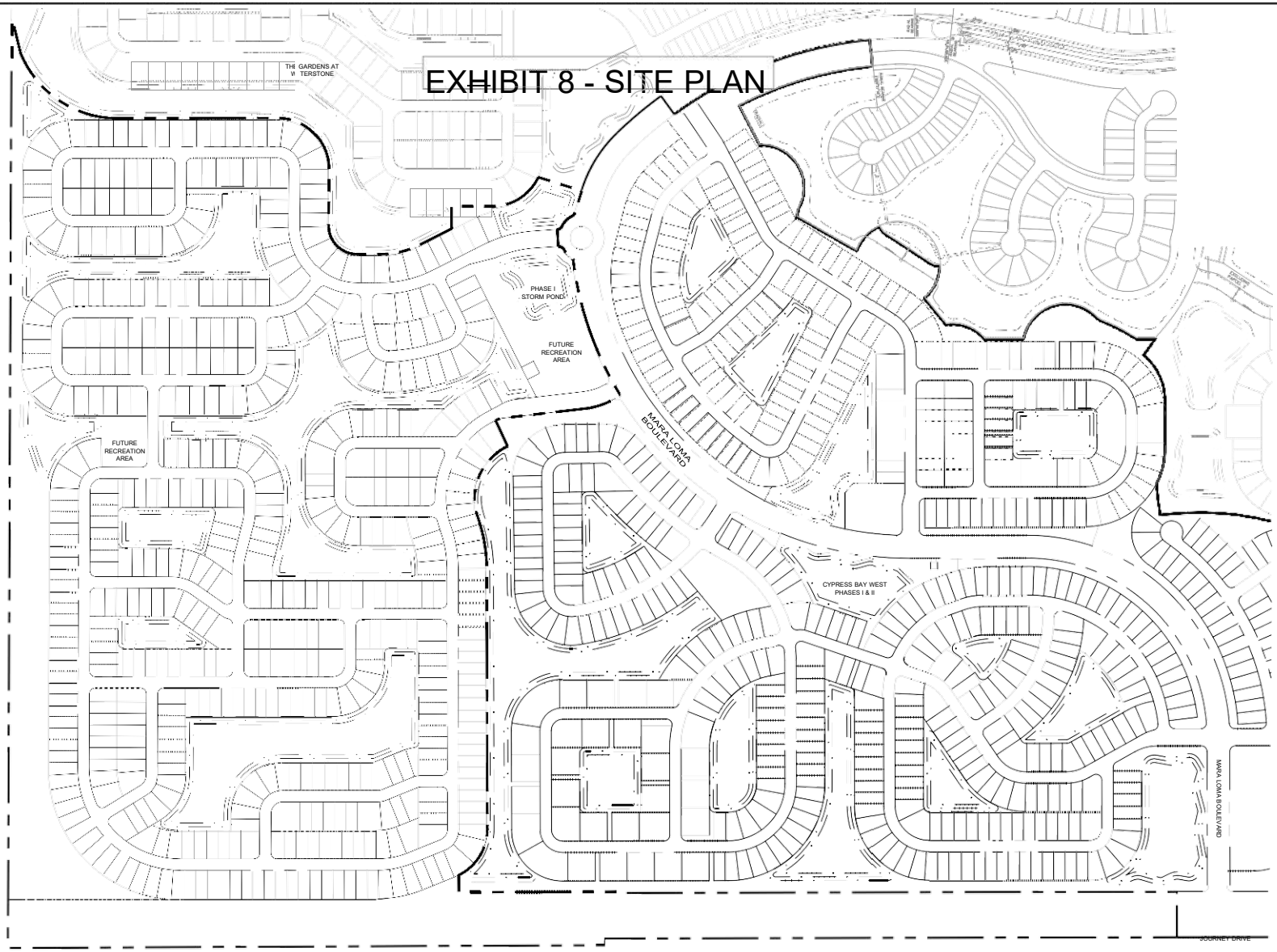
Cypress Bay West CDD
Exhibit 7B - Summary of Proposed District Facilities

District Infrastructure	Construction	Ownership	Capital Financing*	Operation and Maintenance
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	City of Palm Bay	District Bonds	City of Palm Bay
Onsite Road Construction	District	District	District Bonds	District
Offsite Road Construction	District	City of Palm Bay	District Bonds	City of Palm Bay
Entry Feature & Hardscape	District	District	District Bonds	District
Electric System (underground only)	District	District	District Bonds	Duke Energy
Conservation	District	District	District Bonds	District
Recreation Facilities/Amenities	District	District	District Bonds	District

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

1. Roadway, landscape/hardscape/irrigation, and amenities improvements, if behind hard-gates, will not be part of the CIP.
2. The developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association (in which case such items would not be part of the CIP), the District or a third-party.
3. At the developer's option, a third-party, or an applicable property owner's or homeowner's association, may elect to maintain any District-owned improvements, subject to the terms of an agreement with the District.

EXHIBIT 8 - SITE PLAN



REVISION

DATE

REM

CONSTRUCTION ENGINEERING GROUP

CYPRESS BAY WEST
PHASE III

C.R. HORTON
MARA LOMA BOULEVARD, PALM BAY, FLORIDA

DRAWING TITLE

DATE
7/27/21

SCALE

PROJ. NO. :
210120

DESIGNED BY:
CCM

DRAWN BY:
SMB

CHECKED BY:
JTW

DRAWING NO.

REFERENCE NO. 50143483

CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT

Second Supplemental Engineer's Report – 2026 Project

NOVEMBER 19, 2026

Dewberry

ORIGINAL

SUBMITTED BY
Dewberry Engineers Inc.
800 North Magnolia Avenue
Suite 1000
Orlando, Florida 32803
407.843.5120

SUBMITTED TO
Cypress Bay West CDD
c/o Ms. Cindy Cerbone – CDD District Manager
Wrathell, Hunt, and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
561.571.0010
cerbonec@whhassociates.com

Engineer's Report

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2. Proposed Assessment Area Two 2

3. Permitting 2

4. Opinion of Probable Construction Costs/O&M Responsibilities 2

5. Conclusions 3

Tables

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Table 4.1 Cost Estimates 2

1. Purpose

This report supplements the Engineer's Report, dated April 6, 2022 ("Master Report") in order to address the next phase of the District's CIP to be known as the "2026 Project" a/k/a "Assessment Area Two Project." All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Master Report..

2. Proposed Assessment Area Two

The District's 2026 Project includes the portion of the CIP that is necessary for the development of what is known as "Phases 6, 7, 8A, 8B, and 10" a/k/a "Plats 2C, 2D, 2E, 2F, and 3A" (together, "**Assessment Area Two**") within the District. The legal description of Assessment Area Two is set forth in **Exhibit A**.

Table 2.1 Planned Product Type for 2026 Project

Product type	PHASE 2 TOTAL UNITS
SF 35' Lots	104
SF 50' Lots	171
SF 60' Lots	108
TOTAL	**383**

The various improvements that are part of the overall CIP – including those that are part of the 2026 Project – are described in detail in the Master Report, and those descriptions are incorporated herein. The 2026 Project includes, generally stated, the following items relating to Assessment Area Two: public roadways, stormwater management, utilities, hardscape/landscape/irrigation, conservation, the differential cost of undergrounding electrical conduit, soft costs, etc.

3. Permitting

All permits and approvals necessary for the development of the 2026 Project have been obtained or are reasonably expected to be obtained in due course.

4. Opinion of Probable Construction Costs/O&M Responsibilities

The table below shows the cost of the improvements that are necessary for delivery of the Assessment Area Two lots, which improvements include roads, utilities, and other improvements specific to Assessment Area Two as well as "master" improvements as described above.

Table 4.1 Cost Estimates

COST ESTIMATES		
IMPROVEMENTS	**ESTIMATED COST FOR ASSESSMENT AREA TWO**	**OPERATION & MAINTENANCE ENTITY**
Stormwater System	$ 3,464,318.39	CDD
Sanitary Sewer	$1,796,447.09	City
Water Distribution	$903,583.41	City
Reclaim Distribution	$739,295.52	City
Differential Cost of Undergrounding Conduit	$859,231.84	CDD
Landscape/Hardscape/Irrigation	$766,000.00	CDD

On-Site Roadways	$2,464,318.39	City
Professional Fees	$1,099,319.46	
Contingency @ 10%	$1,209,251.41	
TOTAL	$13,301,765.51	

a. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
b. The developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association, in which case such items would not be part of the CIP.
c. The District may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements, subject to the approval of the District's bond counsel.
d. Impact fee credits may be available from master roadway and utility improvements. The developer and the District will enter into an acquisition agreement whereby the developer may elect to keep any such credits, provided that consideration is provided to the District in the form of improvements, land, a prepayment of debt assessments, or other consideration.
e. Because the 2026 Project is part of the CIP's overall system of improvements, future bonds, secured by special assessments levied on lands outside of Assessment Area Two, may be issued to finance certain master improvements that were constructed as part of the 2026 Project.

5. Conclusions

The 2026 Project will be designed in accordance with current governmental regulations and requirements. The 2026 Project will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred;
- The developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association, in which case such items would not be part of the CIP;
- The District may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements, subject to the approval of the District's bond counsel;
- Impact fee credits may be available from master roadway and utility improvements. The developer and the District will enter into an acquisition agreement whereby the developer may elect to keep any such credits, provided that consideration is provided to the District in the form of improvements, land, a prepayment of debt assessments, or other consideration;
- Because the 2026 Project is part of the CIP's overall system of improvements, future bonds, secured by special assessments levied on lands outside of Assessment Area Two, may be issued to finance certain master improvements that were constructed as part of the 2026 Project;
- The estimated cost of the 2026 Project as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- All the improvements comprising the 2026 Project are required by applicable development approvals;

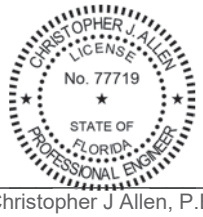
- The 2026 Project is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the 2026 Project, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and

- The assessable property within the District will receive a special benefit from the 2026 Project that is at least equal to the costs of the 2026 Project.

As described above, this report identifies the benefits from the 2026 Project to the lands within Assessment Area Two. The general public, property owners, and property outside Assessment Area Two will benefit from the 2026 Project; however, these benefits are incidental to the District's 2026 Project, which is designed solely to provide special benefits peculiar to certain property within the District. Special and peculiar benefits accrue to property within Assessment Area Two and enable properties within its boundaries to be developed.

The 2026 Project will be owned by the District or other governmental units and such 2026 Project is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the 2026 Project is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The 2026 Project, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The District will pay the lesser of the cost to construct the 2026 Project or the fair market value.

Please note that the 2026 Project as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the 2026 Project, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.



This item has been digitally signed and sealed by Christopher J Allen PE on the date adjacent to the seal. The signature must be verified on any electronic copies.
2026.11.20 10:31:25-05'00'

Christopher J Allen, P.E.
FL License No.77719
Date: 11/19/2026

Exhibit A
Pg 1 of 16

CFN 2025237199, P BK 78 Page 18, Recorded 11/25/2025 at 02:38 PM,
Rachel M. Sadoff, Clerk of Courts, Brevard County

CYPRESS BAY WEST PHASE 2C

A SUBDIVISION LYING IN SECTION 4 , TOWNSHIP 30 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA.
A "REPLAT" OF TRACT FD-6, "CYPRESS BAY WEST PHASE 2", RECORDED IN PLAT BOOK 73, PAGES 53-61 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

-- PLAT PREPARED BY --
HORIZON SURVEYORS OF
CENTRAL FLORIDA, INC.
5445 MURRELL RD., UNIT 101
ROCKLEDGE, FL 32955
(321) 806-4171

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF PLAT.

VICINITY MAP
NOT TO SCALE

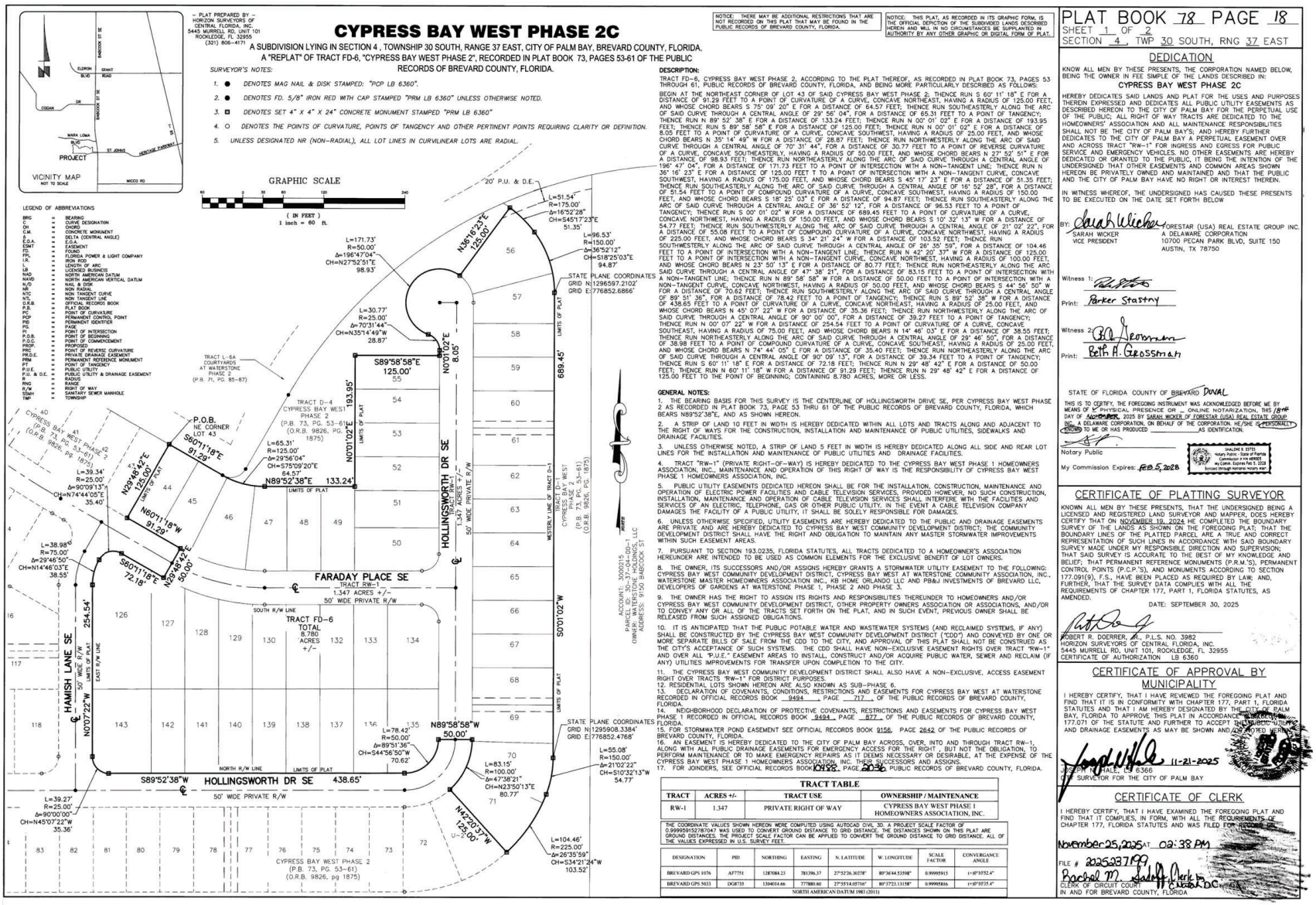
SURVEYOR'S NOTES:

1. ● DENOTES MAG NAIL & DISK STAMPED: "PCP LB 6360".
2. ● DENOTES FD. 5/8" IRON ROD WITH CAP STAMPED "PRM LB 6360" UNLESS OTHERWISE NOTED.
3. ■ DENOTES SET 4" X 4" X 24" CONCRETE MONUMENT STAMPED "PRM LB 6360"
4. ○ DENOTES THE POINTS OF CURVATURE, POINTS OF TANGENCY AND OTHER PERTINENT POINTS REQUIRING CLARITY OR DEFINITION.
5. UNLESS DESIGNATED NR (NON-RADIAL), ALL LOT LINES IN CURVILINEAR LOTS ARE RADIAL.

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.

LEGEND OF ABBREVIATIONS

BRG	=	BEARING
C	=	CURVE DESIGNATION
CH	=	CHORD
CM	=	CONCRETE MONUMENT
Δ	=	DELTA (CENTRAL ANGLE)
E.O.A.	=	E.O.A.
ESMT	=	EASEMENT
FD.	=	FOUND
FPL	=	FLORIDA POWER & LIGHT COMPANY
I.R.	=	IRON ROD
LB	=	LENGTH OF ARC LICENSED BUSINESS
NAD	=	NORTH AMERICAN DATUM
NAVD	=	NORTH AMERICAN VERTICAL DATUM
N/D	=	NAIL & DISK
NR	=	NON RADIAL
NTC	=	NON TANGENT CURVE
NTL	=	NON TANGENT LINE
O.R.B.	=	OFFICIAL RECORDS BOOK
P.B.	=	PLAT BOOK
P.C.	=	POINT OF CURVATURE
PCP	=	PERMANENT CONTROL POINT
PID	=	PERMANENT IDENTIFIER
PG.	=	PAGE
P.I.	=	POINT OF INTERSECTION
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
PROP.	=	PROPOSED
P.R.C.	=	POINT OF REVERSE CURVATURE
PR.D.E.	=	PRIVATE DRAINAGE EASEMENT
PRM	=	PERMANENT REFERENCE MONUMENT
P.T.	=	POINT OF TANGENCY
P.U.E.	=	PUBLIC UTILITY
P.U. & D.E.	=	PUBLIC UTILITY & DRAINAGE EASEMENT
R	=	RADIUS
RNG	=	RANGE
R/W	=	RIGHT OF WAY
SSMH	=	SANITARY SEWER MANHOLE
TWP	=	TOWNSHIP



DESCRIPTION:

TRACT FD-6, CYPRESS BAY WEST PHASE 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGES 53 THROUGH 61, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 43 OF SAID CYPRESS BAY WEST PHASE 2; THENCE RUN S 60° 11' 18" E FOR A DISTANCE OF 91.29 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 125.00 FEET, AND WHOSE CHORD BEARS S 75° 09' 20" E FOR A DISTANCE OF 64.57 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 56' 04", FOR A DISTANCE OF 65.31 FEET TO A POINT OF TANGENCY; THENCE RUN N 89° 52' 38" E FOR A DISTANCE OF 133.24 FEET; THENCE RUN N 00° 01' 02" E FOR A DISTANCE OF 193.95 FEET; THENCE RUN S 89° 58' 58" E FOR A DISTANCE OF 125.00 FEET; THENCE RUN N 00° 01' 02" E FOR A DISTANCE OF 8.05 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 35° 14' 49" W FOR A DISTANCE OF 28.87 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70° 31' 44", FOR A DISTANCE OF 30.77 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AND WHOSE CHORD BEARS N 27° 52' 51" E FOR A DISTANCE OF 98.93 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 196° 47' 04", FOR A DISTANCE OF 171.73 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 36° 16' 03" E FOR A DISTANCE OF 125.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 175.00 FEET, AND WHOSE CHORD BEARS S 45° 17' 23" E FOR A DISTANCE OF 51.35 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 52' 28", FOR A DISTANCE OF 51.54 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 150.00 FEET, AND WHOSE CHORD BEARS S 18° 25' 03" E FOR A DISTANCE OF 94.87 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36° 52' 12", FOR A DISTANCE OF 96.53 FEET TO A POINT OF TANGENCY; THENCE RUN S 00° 01' 02" W FOR A DISTANCE OF 689.45 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 150.00 FEET, AND WHOSE CHORD BEARS S 10° 32' 13" W FOR A DISTANCE OF 54.77 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 02' 22", FOR A DISTANCE OF 55.08 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS S 34° 21' 24" W FOR A DISTANCE OF 103.52 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26° 35' 59", FOR A DISTANCE OF 104.46 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 42° 20' 37" W FOR A DISTANCE OF 125.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS N 23° 50' 13" E FOR A DISTANCE OF 80.77 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC SAID CURVE THROUGH A CENTRAL ANGLE OF 47° 38' 21", FOR A DISTANCE OF 83.15 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 89° 58' 58" W FOR A DISTANCE OF 50.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 50.00 FEET, AND WHOSE CHORD BEARS S 44° 56' 50" W FOR A DISTANCE OF 70.62 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 51' 36", FOR A DISTANCE OF 78.42 FEET TO A POINT OF TANGENCY; THENCE RUN S 89° 52' 38" W FOR A DISTANCE OF 438.65 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 45° 07' 22" W FOR A DISTANCE OF 35.36 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00", FOR A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE RUN N 00° 07' 22" W FOR A DISTANCE OF 254.54 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 75.00 FEET; AND WHOSE CHORD BEARS N 14° 44' 03" E FOR A DISTANCE OF 38.55 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 46' 50", FOR A DISTANCE OF 38.98 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 74° 44' 05" E FOR A DISTANCE OF 35.40 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 09' 13", FOR A DISTANCE OF 39.34 FEET TO A POINT OF TANGENCY; THENCE RUN S 60° 11' 18" E FOR A DISTANCE OF 72.18 FEET; THENCE RUN N 29° 48' 42" E FOR A DISTANCE OF 50.00 FEET; THENCE RUN N 60° 11' 18" W FOR A DISTANCE OF 91.29 FEET; THENCE RUN N 29° 48' 42" E FOR A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING; CONTAINING 8.780 ACRES, MORE OR LESS.

GENERAL NOTES:

1. THE BEARING BASIS FOR THIS SURVEY IS THE CENTERLINE OF HOLLINGSWORTH DRIVE SE, PER CYPRESS BAY WEST PHASE 2 AS RECORDED IN PLAT BOOK 73, PAGE 53 THRU 61 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, WHICH BEARS N89°52'38"E, AND AS SHOWN HEREON.
2. A STRIP OF LAND 10 FEET IN WIDTH IS HEREBY DEDICATED WITHIN ALL LOTS AND TRACTS ALONG AND ADJACENT TO THE RIGHT OF WAYS FOR THE CONSTRUCTION, INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES, SIDEWALKS AND DRAINAGE FACILITIES.
3. UNLESS OTHERWISE NOTED, A STRIP OF LAND 5 FEET IN WIDTH IS HEREBY DEDICATED ALONG ALL SIDE AND REAR LOT LINES FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE FACILITIES.
4. TRACT "RW-1" (PRIVATE RIGHT-OF-WAY) IS HEREBY DEDICATED TO THE CYPRESS BAY WEST PHASE 1 HOMEOWNERS ASSOCIATION, INC., MAINTENANCE AND OPERATION OF THIS RIGHT OF WAY IS THE RESPONSIBILITY OF CYPRESS BAY WEST PHASE 1 HOMEOWNERS ASSOCIATION, INC.
5. PUBLIC UTILITY EASEMENTS DEDICATED HEREON SHALL BE FOR THE INSTALLATION, CONSTRUCTION, MAINTENANCE AND OPERATION OF ELECTRIC POWER FACILITIES AND CABLE TELEVISION SERVICES, PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITY OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR DAMAGES.
6. UNLESS OTHERWISE SPECIFIED, UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC AND DRAINAGE EASEMENTS ARE PRIVATE AND ARE HEREBY DEDICATED TO CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT. CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT SHALL HAVE THE RIGHT AND OBLIGATION TO MAINTAIN ANY MASTER STORMWATER IMPROVEMENTS WITHIN SUCH EASEMENT AREAS.
7. PURSUANT TO SECTION 193.0235, FLORIDA STATUTES, ALL TRACTS DEDICATED TO A HOMEOWNER'S ASSOCIATION HEREUNDER ARE INTENDED TO BE USED AS COMMON ELEMENTS FOR THE EXCLUSIVE BENEFIT OF LOT OWNERS.
8. THE OWNER, ITS SUCCESSORS AND/OR ASSIGNS HEREBY GRANTS A STORMWATER UTILITY EASEMENT TO THE FOLLOWING: CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT, CYPRESS BAY WEST AT WATERSTONE COMMUNITY ASSOCIATION, INC., WATERSTONE MASTER HOMEOWNERS ASSOCIATION INC., KB HOME ORLANDO LLC AND PB&J INVESTMENTS OF BREVARD LLC, DEVELOPERS OF GARDENS AT WATERSTONE PHASE 1, PHASE 2 AND PHASE 3.
9. THE OWNER HAS THE RIGHT TO ASSIGN ITS RIGHTS AND RESPONSIBILITIES THEREUNDER TO HOMEOWNERS AND/OR CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT, OTHER PROPERTY OWNERS ASSOCIATION OR ASSOCIATIONS, AND/OR TO CONVEY ANY OR ALL OF THE TRACTS SET FORTH ON THE PLAT, AND IN SUCH EVENT, PREVIOUS OWNER SHALL BE RELEASED FROM SUCH ASSIGNED OBLIGATIONS.
10. IT IS ANTICIPATED THAT THE PUBLIC POTABLE WATER AND WASTEWATER SYSTEMS (AND RECLAIMED SYSTEMS, IF ANY) SHALL BE CONSTRUCTED BY THE CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT ("CDD") AND CONVEYED BY ONE OR MORE SEPARATE BILLS OF SALE FROM THE CDD TO THE CITY, AND APPROVAL OF THIS PLAT SHALL NOT BE CONSTRUED AS THE CITY'S ACCEPTANCE OF SUCH SYSTEMS. THE CDD SHALL HAVE NON-EXCLUSIVE EASEMENT RIGHTS OVER TRACT "RW-1" AND OVER ALL "P.U.E." EASEMENT AREAS TO INSTALL, CONSTRUCT AND/OR ACQUIRE PUBLIC WATER, SEWER AND RECLAIM (IF ANY) UTILITIES IMPROVEMENTS FOR TRANSFER UPON COMPLETION TO THE CITY.
11. THE CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT SHALL ALSO HAVE A NON-EXCLUSIVE, ACCESS EASEMENT RIGHT OVER TRACTS "RW-1" FOR DISTRICT PURPOSES.
12. RESIDENTIAL LOTS SHOWN HEREON ARE ALSO KNOWN AS SUB-PHASE 6.
13. DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CYPRESS BAY WEST AT WATERSTONE RECORDED IN OFFICIAL RECORDS BOOK 9494, PAGE 717, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
14. NEIGHBORHOOD DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR CYPRESS BAY WEST PHASE 1 RECORDED IN OFFICIAL RECORDS BOOK 9494, PAGE 677, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
15. FOR STORMWATER POND EASEMENT SEE OFFICIAL RECORDS BOOK 9156, PAGE 2642 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
16. AN EASEMENT IS HEREBY DEDICATED TO THE CITY OF PALM BAY ACROSS, OVER, INTO AND THROUGH TRACT RW-1, ALONG WITH ALL PUBLIC DRAINAGE EASEMENTS FOR EMERGENCY ACCESS FOR THE RIGHT , BUT NOT THE OBLIGATION, TO PERFORM MAINTENANCE OR TO MAKE EMERGENCY REPAIRS AS IT DEEMS NECESSARY OR DESIRABLE, AT THE EXPENSE OF THE CYPRESS BAY WEST PHASE 1 HOMEOWNERS ASSOCIATION, INC. THEIR SUCCESSORS AND ASSIGNS.
17. FOR JOINDERS, SEE OFFICIAL RECORDS BOOK 9494, PAGE 2036 PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TRACT TABLE

TRACT	ACRES +/-	TRACT USE	OWNERSHIP / MAINTENANCE
RW-1	1.347	PRIVATE RIGHT OF WAY	CYPRESS BAY WEST PHASE 1 HOMEOWNERS ASSOCIATION, INC.

THE COORDINATE VALUES SHOWN HEREON WERE COMPUTED USING AUTOCAD CIVIL 3D. A PROJECT SCALE FACTOR OF 0.99995915278704? WAS USED TO CONVERT GROUND DISTANCE TO GRID DISTANCE. THE DISTANCES SHOWN ON THIS PLAT ARE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCE TO GRID DISTANCE. ALL OF THE VALUES EXPRESSED IN U.S. SURVEY FEET.

DESIGNATION	PID	NORTHING	EASTING	N. LATITUDE	W. LONGITUDE	SCALE FACTOR	CONVERGENCE ANGLE
BREVARD GPS 1076	AF7751	1287084.23	781396.37	27°52'26.30278"	80°36'44.53598"	0.99995915	(+)0°10'52.4"
BREVARD GPS 5033	DG8735	1304014.66	777880.60	27°55'14.05716"	80°37'23.13158"	0.99995816	(+)0°10'35.4"

NORTH AMERICAN DATUM 1983 (2011)

PLAT BOOK 78 PAGE 18

SHEET 1 OF 2
SECTION 4 TWP 30 SOUTH, RNG 37 EAST

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THE CORPORATION NAMED BELOW, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN:

CYPRESS BAY WEST PHASE 2C

HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES ALL PUBLIC UTILITY EASEMENTS AS DESCRIBED HEREON TO THE CITY OF PALM BAY FOR THE PERPETUAL USE OF THE PUBLIC; ALL RIGHT OF WAY TRACTS ARE DEDICATED TO THE HOMEOWNERS' ASSOCIATION AND ALL MAINTENANCE RESPONSIBILITIES SHALL NOT BE THE CITY OF PALM BAY'S; AND HEREBY FURTHER DEDICATES TO THE CITY OF PALM BAY A PERPETUAL EASEMENT OVER AND ACROSS TRACT "RW-1" FOR INGRESS AND EGRESS FOR PUBLIC SERVICE AND EMERGENCY VEHICLES. NO OTHER EASEMENTS ARE HEREBY DEDICATED OR GRANTED TO THE PUBLIC, IT BEING THE INTENTION OF THE UNDERSIGNED THAT OTHER EASEMENTS AND COMMON AREAS SHOWN HEREON BE PRIVATELY OWNED AND MAINTAINED AND THAT THE PUBLIC AND THE CITY OF PALM BAY HAVE NO RIGHT OR INTEREST THEREIN.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE EXECUTED ON THE DATE SET FORTH BELOW

BY: Sarah Wicker — FORESTAR (USA) REAL ESTATE GROUP INC.
SARAH WICKER
VICE PRESIDENT
A DELAWARE CORPORATION
10700 PECAN PARK BLVD, SUITE 150
AUSTIN, TX 78750

Witness 1: Parker Stastny
Witness 2: Beth A. Grossman

STATE OF FLORIDA COUNTY OF BREVARD DUVAL

THIS IS TO CERTIFY, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 19TH DAY OF NOVEMBER, 2025 BY SARAH WICKER OF FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, ON BEHALF OF THE CORPORATION. HE/SHE ☒ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public
My Commission Expires: FEB 5, 2028

SHALINE S ESTES
Notary Public - State of Florida
Commission # HH 485605
My Comm. Expires Feb 5, 2028
Bonded through National Notary Assn.

CERTIFICATE OF PLATTING SURVEYOR

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING A LICENSED AND REGISTERED LAND SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT ON NOVEMBER 19, 2024 HE COMPLETED THE BOUNDARY SURVEY OF THE LANDS AS SHOWN ON THE FOREGOING PLAT; THAT THE BOUNDARY LINES OF THE PLATTED PARCEL ARE A TRUE AND CORRECT REPRESENTATION OF SUCH LINES IN ACCORDANCE WITH SAID BOUNDARY SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S), PERMANENT CONTROL POINTS (P.C.P.'S), AND MONUMENTS ACCORDING TO SECTION 177.091(9), F.S., HAVE BEEN PLACED AS REQUIRED BY LAW; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AS AMENDED.

DATE: SEPTEMBER 30, 2025

ROBERT R. DOERRER, JR., P.L.S. NO. 3982
HORIZON SURVEYORS OF CENTRAL FLORIDA, INC.
5445 MURRELL RD, UNIT 101, ROCKLEDGE, FL 32955
CERTIFICATE OF AUTHORIZATION LB 6360

CERTIFICATE OF APPROVAL BY MUNICIPALITY

I HEREBY CERTIFY, THAT I HAVE REVIEWED THE FOREGOING PLAT AND FIND THAT IT IS IN CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES AND THAT I AM HEREBY DESIGNATED BY THE CITY OF PALM BAY, FLORIDA TO APPROVE THIS PLAT IN ACCORDANCE WITH SECTION 177.071 OF THE STATUTE AND FURTHER TO ACCEPT THE SUBJECT UTILITY AND DRAINAGE EASEMENTS AS MAY BE SHOWN AND DESCRIBED HEREON.

11-21-2025

JOSEPH M. HALE, PSM 6366
CITY SURVEYOR FOR THE CITY OF PALM BAY

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES, IN FORM, WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON

November 25, 2025 AT 02:38 PM

FILE # 2025237199

Rachel M. Sadoff, Clerk
CLERK OF CIRCUIT COURT
IN AND FOR BREVARD COUNTY, FLORIDA

PLAT BK 78 PG 19

PLAT BOOK 78 PAGE 19
SHEET 2 OF 2
SECTION 4, TWP 30 SOUTH, RNG 37 EAST

CYPRESS BAY WEST PHASE 2C

A SUBDIVISION LYING IN SECTION 4 , TOWNSHIP 30 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA.
A "REPLAT" OF TRACT FD-6, "CYPRESS BAY WEST PHASE 2", RECORDED IN PLAT BOOK 73, PAGES 53-61 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

– PLAT PREPARED BY –
HORIZON SURVEYORS OF CENTRAL FLORIDA, INC.
5445 MURRELL RD, UNIT 101
ROCKLEDGE, FL 32955
(321) 806-417

NORTH

HAMISH LANE SE
N0°07'22"W 304.54'
50' WIDE R/W

HOLLINGSWORTH DR SE
50' WIDE PRIVATE R/W

FARADAY PLACE SE
50' WIDE PRIVATE R/W

HOLLINGSWORTH DR SE
TRACT RW-1
1.347 ACRES +/-
50' WIDE PRIVATE R/W

TRACT RW-1
1.347 ACRES +/-

TRACT D-1
CYPRESS BAY WEST PHASE 2
(P.B. 73, PG. 53-61)
(O.R.B. 9826, PG. 1875)

TRACT D-4
CYPRESS BAY WEST PHASE 2
(P.B. 73, PG. 53-61)
(O.R.B. 9826, PG. 1875)

TRACT LAAA
AT&T MOBILITY
(P.B. 71, PGS. 65-67)

CYPRESS BAY WEST PHASE 2
(P.B. 73, PG. 53-61)
(O.R.B. 9826, PG. 1875)

20' P.U. & D.E.

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

LEGEND OF ABBREVIATIONS

BRG	=	BEARING
C	=	CURVE DESIGNATION
CH	=	CHORD
C.M.	=	CONCRETE MONUMENT
Δ	=	DELTA (CENTRAL ANGLE)
E.O.A.	=	E.O.J.
EASM'T	=	EASEMENT
FD.	=	FOUND
FPL	=	FLORIDA POWER & LIGHT COMPANY
I.R.	=	IRON
L	=	LENGTH OF ARC
LB	=	LICENSED BUSINESS
NAD	=	NORTH AMERICAN DATUM
NAVD	=	NORTH AMERICAN VERTICAL DATUM
N/D	=	NAIL & DISK
NR	=	NON RADIAL
NTC	=	NON TANGENT CURVE
O.H.L.	=	OVERHEAD UTILITY LINE
O.R.B.	=	OFFICIAL RECORDS BOOK
P.B.	=	PLAT BOOK
PC	=	POINT OF CURVATURE
PCP	=	PERMANENT CONTROL POINT
PID	=	PERMANENT IDENTIFIER
PG.	=	PAGE
PI	=	POINT OF INTERSECTION
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
PROP.	=	PROPOSED
PRC	=	POINT OF REVERSE CURVATURE
PR.D.E.	=	PRIVATE DRAINAGE EASEMENT
PRM	=	PERMANENT REFERENCE MONUMENT
PT	=	POINT OF TANGENCY
P.U.E.	=	PUBLIC UTILITY
P.U. & D.E.	=	PUBLIC UTILITY & DRAINAGE EASEMENT
R	=	RADIUS
RNG	=	RANGE
R/W	=	RIGHT OF WAY
SSMH	=	SANITARY SEWER MANHOLE
TWP	=	TOWNSHIP

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	7.51'	125.00'	3°26'36"	S61°54'36"E	7.51'
C2	15.02'	250.00'	3°26'36"	S61°54'36"E	15.02'
C3	43.33'	125.00'	19°51'36"	S73°33'42"E	43.11'
C4	86.66'	250.00'	19°51'36"	S73°33'42"E	86.22'
C5	14.47'	125.00'	6°37'51"	S86°48'26"E	14.46'
C6	28.93'	250.00'	6°37'51"	S86°48'26"E	28.92'
C7	39.21'	25.00'	89°51'36"	N44°56'50"E	35.31'
C8	30.77'	25.00'	70°31'44"	N35°14'49"W	28.87'
C9	171.73'	50.00'	196°47'04"	S27°52'51"W	98.93'
C10	33.98'	50.00'	38°56'33"	N34°15'21"W	33.33'
C11	51.54'	175.00'	16°52'28"	N45°17'23"W	51.35'
C12	67.17'	150.00'	25°39'29"	N24°01'25"W	66.61'
C13	29.35'	150.00'	11°12'42"	N5°35'19"W	29.31'
C14	12.92'	50.00'	14°48'07"	N7°23'01"W	12.88'
C15	2.60'	100.00'	1°29'29"	N0°45'47"E	2.60'
C16	40.27'	100.00'	23°04'26"	N13°02'44"E	40.00'
C17	55.08'	150.00'	21°02'22"	N10°32'13"E	54.77'
C18	13.85'	225.00'	3°31'33"	N22°49'11"E	13.84'
C19	90.61'	225.00'	23°04'26"	N36°07'10"E	90.00'
C20	40.27'	100.00'	23°04'26"	N36°07'10"E	40.00'
C21	78.42'	50.00'	89°51'36"	N44°56'50"E	70.62'
C22	39.27'	25.00'	90°00'00"	S45°07'22"E	35.36'
C23	38.98'	75.00'	29°46'50"	S14°46'03"W	38.55'
C24	39.34'	25.00'	90°09'13"	S74°44'05"W	35.40'
C25	35.27'	300.00'	6°44'09"	S63°33'23"E	35.25'
C26	52.69'	300.00'	10°03'48"	S71°57'22"E	52.62'
C27	50.59'	300.00'	9°39'43"	S81°49'07"E	50.53'
C28	18.19'	300.00'	3°28'24"	S88°23'10"E	18.18'
C29	39.33'	25.00'	90°08'24"	N45°03'10"W	35.40'

SURVEYOR'S NOTES:

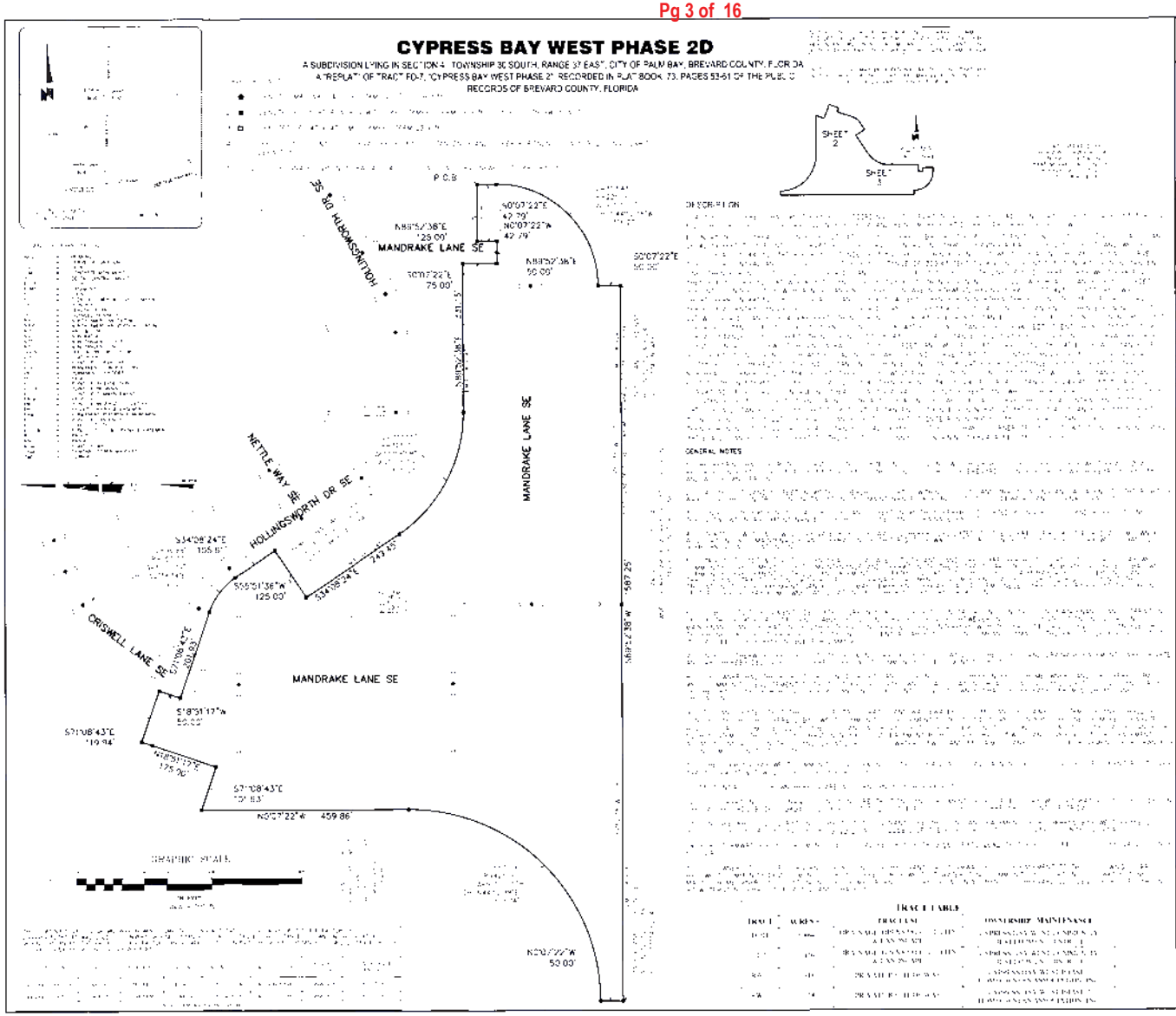
1. ● DENOTES MAG NAIL & DISK STAMPED: "PCP LB 6360".
2. ● DENOTES FD. 5/8" IRON RED WITH CAP STAMPED "PRM LB 6360" UNLESS OTHERWISE NOTED.
3. ■ DENOTES SET 4" X 4" X 24" CONCRETE MONUMENT STAMPED "PRM LB 6360"
4. ○ DENOTES THE POINTS OF CURVATURE, POINTS OF TANGENCY AND OTHER PERTINENT POINTS REQUIRING CLARITY OR DEFINITION.
5. UNLESS DESIGNATED NR (NON-RADIAL), ALL LOT LINES IN CURVILINEAR LOTS ARE RADIAL.

CFN 2026020495, P BK 78, Page 48, Recorded 02/02/2026 at 11:10 AM,
Rachel M. Sadoff, Clerk of Courts, Brevard County

Exhibit A
Pg 3 of 16

CYPRESS BAY WEST PHASE 2D

A SUBDIVISION LYING IN SECTION 4, TOWNSHIP 30 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA
A "REPLAT" OF TRACT FD-7, "CYPRESS BAY WEST PHASE 2", RECORDED IN PLAT BOOK 73, PAGES 53-61 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA



PLAT BOOK 78 PAGE 48

CYPRESS BAY WEST PHASE 2D

Sarah Wicker

Ruth Brady
Walter Brady

Michael Dandon

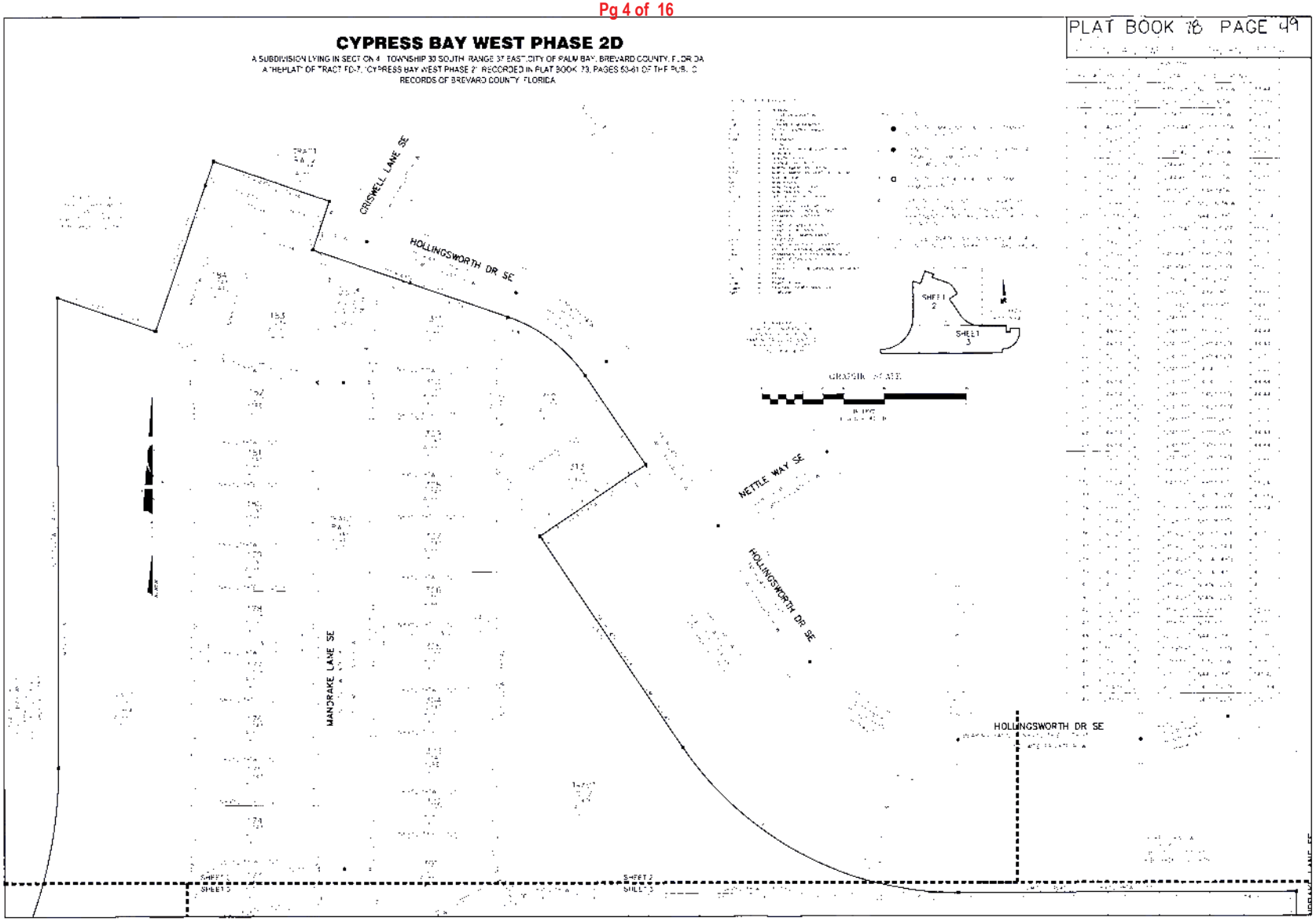
Duval

CERTIFICATE OF PLATTING SURVEYOR

CERTIFICATE OF APPROVAL BY MUNICIPALITY

02/02/2026 11:10 AM
2026020495
Rachel M. Sadoff, clerk, by Jessica Murray

Exhibit A
Pg 4 of 16



PLAT BK 78 PG 50

Exhibit A
Pg 5 of 16

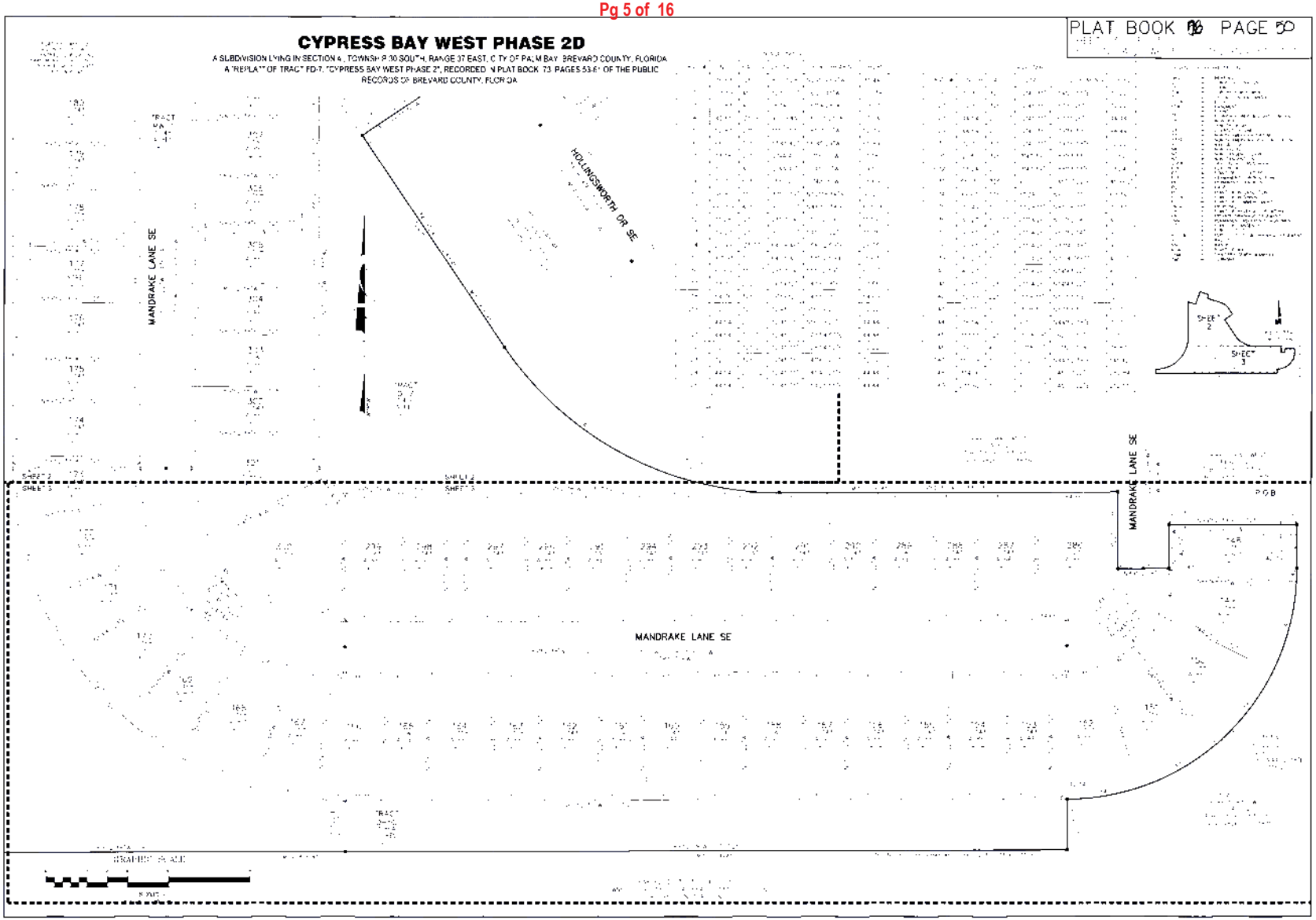


Exhibit A
Pg 6 of 16

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF PLAT.

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

– PLAT PREPARED BY –
HORIZON SURVEYORS OF CENTRAL FLORIDA, INC.
5445 MURRELL RD, UNIT 101
ROCKLEDGE, FL 32955
(321) 806-4171

CYPRESS BAY WEST PHASE 3A

A SUBDIVISION LYING IN SECTIONS 4 & 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA.
BEING A PORTION OF SECTION 4 AND A "REPLAT" OF A PORTION OF LOT 8, LOT 25 THROUGH LOT 34, ALL OF LOT 35 THROUGH LOT 39, A PORTION OF LOT 40 AND A PORTION OF LOT 57 THROUGH 64, SECTION 5, "SAN-SEBASTIAN FARMS".
RECORDED IN PLAT BOOK 6, PAGE 77 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LEGAL DESCRIPTION: CYPRESS BAY WEST PHASE 3

A PARCEL OF LAND BEING A PORTION OF SECTION 4, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND A PORTION OF LOT 8, LOT 25 THROUGH LOT 34, ALL OF LOT 35 THROUGH LOT 39, A PORTION OF LOT 40 AND A PORTION OF LOT 57 THROUGH LOT 64 OF SAN–SEBASTIAN FARMS, SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 77, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA; THENCE RUN N 00° 12' 44" E ALONG THE EAST LINE OF SAID SECTION 5 FOR A DISTANCE OF 98.91 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S 89° 46' 16" W ALONG THE APPROXIMATE CENTERLINE OF A DITCH FOR A DISTANCE OF 2617.10 FEET; THENCE RUN N 00° 13' 22" E FOR A DISTANCE OF 4089.14 FEET; THENCE RUN S 13° 40' 29" E FOR A DISTANCE OF 150.76 FEET TO A POINT OF INTERSECTION WITH A NON–TANGENT CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 461.27 FEET, AND WHOSE CHORD BEARS S 56° 07' 45" E FOR A DISTANCE OF 515.79 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 67° 59' 16", FOR A DISTANCE OF 547.34 FEET TO A POINT OF TANGENCY; THENCE RUN N 89° 52' 37" E FOR A DISTANCE OF 700.04 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS S 44° 49' 10" E FOR A DISTANCE OF 319.88 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 36' 27", FOR A DISTANCE OF 355.81 FEET TO A POINT OF TANGENCY; THENCE RUN S 00° 29' 04" W FOR A DISTANCE OF 244.67 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 125.00 FEET, AND WHOSE CHORD BEARS S 44° 49' 10" E FOR A DISTANCE OF 177.71 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 36' 27", FOR A DISTANCE OF 197.67 FEET TO A POINT OF TANGENCY; THENCE RUN N 89° 52' 37" E FOR A DISTANCE OF 104.86 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 275.00 FEET, AND WHOSE CHORD BEARS N 76° 33' 44" E FOR A DISTANCE OF 172.73 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36° 37' 46", FOR A DISTANCE OF 174.29 FEET TO A POINT OF TANGENCY; THENCE RUN N 63° 14' 51" E FOR A DISTANCE OF 158.48 FEET; THENCE RUN N 00° 00' 46" W FOR A DISTANCE OF 97.55 FEET; THENCE RUN N 89° 52' 37" E FOR A DISTANCE OF 178.45 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS N 57° 39' 17" E FOR A DISTANCE OF 239.84 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 64° 26' 40", FOR A DISTANCE OF 253.07 FEET TO A POINT OF INTERSECTION WITH A NON–TANGENT LINE; THENCE RUN S 72° 30' 44" E FOR A DISTANCE OF 200.00 FEET; THENCE RUN S 17° 29' 16" W FOR A DISTANCE OF 99.80 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS S 40° 16' 27" W FOR A DISTANCE OF 19.36 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45° 34' 23", FOR A DISTANCE OF 19.88 FEET TO A POINT REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS S 44° 35' 34" W FOR A DISTANCE OF 63.35 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36° 56' 09", FOR A DISTANCE OF 64.47 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS S 56° 07' 29" W FOR A DISTANCE OF 25.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 00' 00", FOR A DISTANCE OF 26.18 FEET TO A POINT OF INTERSECTION WITH A NON–TANGENT LINE; THENCE RUN S 03° 52' 31" E FOR A DISTANCE OF 75.00 FEET TO A POINT OF INTERSECTION WITH A NON–TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS S 63° 52' 31" E FOR A DISTANCE OF 25.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 00' 00", FOR A DISTANCE OF 26.18 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS S 46° 08' 46" E FOR A DISTANCE OF 42.51 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24° 32' 31", FOR A DISTANCE OF 42.83 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS S 32° 42' 19" E FOR A DISTANCE OF 21.69 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51° 25' 25", FOR A DISTANCE OF 22.44 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1487.50 FEET, AND WHOSE CHORD BEARS S 19° 13' 29" E FOR A DISTANCE OF 530.22 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20° 27' 37", FOR A DISTANCE OF 530.03 FEET TO A POINT OF INTERSECTION WITH A NON–TANGENT LINE; THENCE RUN S 59° 59' 27" W FOR A DISTANCE OF 33.34 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 325.00 FEET, AND WHOSE CHORD BEARS S 71° 45' 01" W FOR A DISTANCE OF 132.10 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 27' 08", FOR A DISTANCE OF 133.03 FEET TO A POINT OF TANGENCY; THENCE RUN S 83° 28' 35" W FOR A DISTANCE OF 377.34 FEET; THENCE RUN S 65° 07' 53" W FOR A DISTANCE OF 20.65 FEET; THENCE RUN S 24° 52' 07" E FOR A DISTANCE OF 123.00 FEET TO A POINT OF INTERSECTION WITH A NON–TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 250.00 FEET, AND WHOSE CHORD BEARS S 22° 43' 04" W FOR A DISTANCE OF 338.81 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84° 41' 39", FOR A DISTANCE OF 369.56 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 675.00 FEET AND WHOSE CHORD BEARS S 04° 50' 34" E FOR A DISTANCE OF 227.92 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19° 26' 23", FOR A DISTANCE OF 229.02 FEET TO A POINT OF TANGENCY; THENCE RUN S 00° 07' 22" E FOR A DISTANCE OF 1143.70 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS S 31° 44' 37" W FOR A DISTANCE OF 237.57 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 63° 43' 57", FOR A DISTANCE OF 250.28 FEET TO A POINT OF INTERSECTION WITH A NON–TANGENT LINE; THENCE RUN S 00° 07' 22" E FOR A DISTANCE OF 74.96 FEET; THENCE RUN N 89° 52' 38" E FOR A DISTANCE OF 3155.67 FEET; THENCE RUN S 00° 07' 22" E FOR A DISTANCE OF 200.00 FEET; THENCE RUN S 89° 52' 38" W FOR A DISTANCE OF 2514.25 FEET; THENCE RUN S 00° 13' 56" W FOR A DISTANCE OF 29.85 FEET TO THE POINT OF BEGINNING. CONTAINING 190.281 ACRES, MORE OR LESS.

TRACT TABLE			
TRACT	ACRES +/-	TRACT USE	OWNERSHIP/MAINTENANCE
B	61.31	FUTURE DEVELOPMENT	FORESTAR (USA) REAL ESTATE GROUP INC.
C	18.04	FUTURE DEVELOPMENT	FORESTAR (USA) REAL ESTATE GROUP INC.
D	48.88	FUTURE DEVELOPMENT	FORESTAR (USA) REAL ESTATE GROUP INC.
D-1	7.80	DRAINAGE, OPENSPACE & LANDSCAPE	CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT
D-2	1.14	DRAINAGE, OPENSPACE & LANDSCAPE	CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT
D-3	1.78	DRAINAGE, OPENSPACE & LANDSCAPE	CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT
D-4	9.64	DRAINAGE, OPENSPACE & LANDSCAPE	CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT
D-5	2.01	DRAINAGE, OPENSPACE & LANDSCAPE	CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT
D-6	3.10	DRAINAGE, OPENSPACE & LANDSCAPE	CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT
D-7	1.62	DRAINAGE, OPENSPACE & LANDSCAPE	CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT
D-8	1.10	DRAINAGE, OPENSPACE & LANDSCAPE	CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT
L-2A	0.92	LANDSCAPE, OPENSPACE & DRAINAGE	CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT
REC-1	5.66	RECREATION, OPENSPACE, LANDSCAPE & DRAINAGE	CYPRESS BAY WEST PHASE 1 HOMEOWNERS ASSOCIATION, INC.
RW-1	5.48	PRIVATE RIGHT OF WAY	CYPRESS BAY WEST PHASE 1 HOMEOWNERS ASSOCIATION, INC.
LS-1	0.08	LIFT STATION	CITY OF PALM BAY

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CYPRESS BAY WEST AT WATERSTONE RECORDED IN OFFICIAL RECORDS BOOK 8494, PAGE 717 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

NEIGHBORHOOD DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR CYPRESS BAY WEST PHASE 1 RECORDED IN OFFICIAL RECORDS BOOK 8494, PAGE 677 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.



GENERAL NOTES:

1. THE BEARING BASIS OF THIS SURVEY IS THE WEST LINE OF THE EAST 1/2 OF SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, WHICH BEARS S00°29'04"W AND AS SHOWN HEREON.

2. A STRIP OF LAND 10 FEET IN WIDTH IS HEREBY DEDICATED WITHIN ALL LOTS AND TRACTS ALONG AND ADJACENT TO THE RIGHT OF WAYS FOR THE CONSTRUCTION, INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE FACILITIES.

3. UNLESS OTHERWISE NOTED, A STRIP OF LAND 5 FEET IN WIDTH IS HEREBY DEDICATED ALONG ALL SIDE AND REAR LOT LINES FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE FACILITIES.

4. TRACT "B", TRACT "C" AND TRACT "D" SHALL BE RETAINED BY THE DEVELOPER, FORESTAR (USA) REAL ESTATE GROUP INC, ITS SUCCESSORS AND/OR ASSIGNS, FOR FUTURE DEVELOPMENT; A TEMPORARY BLANKET EASEMENT IS HEREBY CREATED OVER SAID TRACTS FOR PUBLIC UTILITIES, DRAINAGE, ACCESS TO DRAINAGE TRACTS AND SHALL BE VACATED IF AND WHEN SAID TRACTS ARE PLATTED.

5. TRACTS "D-1", "D-2", "D-3", "D-4", "D-5" "D-6", "D-7" & "D-8" (OPEN SPACE, DRAINAGE AND LANDSCAPE) ARE HEREBY DEDICATED TO CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT, MAINTENANCE AND OPERATION OF THESE TRACTS ARE THE RESPONSIBILITY OF CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT.

6. TRACT "L-2A" (LANDSCAPE, DRAINAGE & OPEN SPACE) ARE HEREBY DEDICATED TO CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT ITS SUCCESSORS AND/OR ASSIGNS, MAINTENANCE AND OPERATION OF THIS TRACT IS THE RESPONSIBILITY OF CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND/OR ASSIGNS.

7. TRACT "REC-1" (RECREATION) IS HEREBY DEDICATED TO CYPRESS BAY WEST PHASE 1 HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS, MAINTENANCE AND OPERATION OF THIS TRACT IS THE RESPONSIBILITY OF CYPRESS BAY WEST PHASE 1 HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS.

8. TRACT "RW-1" (PRIVATE RIGHT-OF-WAY) IS HEREBY DEDICATED TO THE CYPRESS BAY WEST PHASE 1 HOMEOWNERS ASSOCIATION, INC., MAINTENANCE AND OPERATION OF THIS RIGHT OF WAY IS THE RESPONSIBILITY OF CYPRESS BAY WEST PHASE 1 HOMEOWNERS ASSOCIATION, INC. AND ALL MAINTENANCE RESPONSIBILITIES SHALL NOT BE THE CITY OF PALM BAY'S.

9. TRACT "U-1" (LIFT STATION) IS HEREBY DEDICATED TO THE CITY OF PALM BAY, MAINTENANCE AND OPERATION IS THE RESPONSIBILITY OF THE CITY OF PALM BAY; LANDSCAPE SHALL BE MAINTAINED BY CYPRESS BAY WEST PHASE 1 HOMEOWNERS ASSOCIATION, INC.

10. PUBLIC UTILITY EASEMENTS DEDICATED HEREON SHALL BE FOR THE INSTALLATION, CONSTRUCTION, MAINTENANCE AND OPERATION OF ELECTRIC POWER FACILITIES AND CABLE TELEVISION SERVICES, PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITY OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR DAMAGES.

11. UNLESS OTHERWISE SPECIFIED, UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC AND DRAINAGE EASEMENTS ARE PRIVATE AND ARE HEREBY DEDICATED TO CYPRESS BAY WEST PHASE 1 HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS.

12. AN EASEMENT IS HEREBY DEDICATED TO THE CITY OF PALM BAY ACROSS, OVER, INTO AND THROUGH TRACTS "D-1", "D-2", "D-3", "D-4", "D-5" "D-6", "D-7", "D-8", "L-2A", & "REC-1". THE CITY OF PALM BAY SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO PERFORM MAINTENANCE OR MAKE EMERGENCY REPAIRS AS IT DEEMS NECESSARY OR DESIRABLE, AT THE EXPENSE OF THE CYPRESS BAY WEST PHASE 1 HOMEOWNERS ASSOCIATION, INC. AND/OR CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT AS APPLICABLE.

13. THE CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT SHALL HAVE THE PRIMARY MAINTENANCE RESPONSIBILITY FOR THE DRAINAGE FACILITIES CONSTRUCTED WITHIN THE EASEMENTS AND STORMWATER TRACTS HEREON GRANTED. HOWEVER, THE CITY OF PALM BAY SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION, TO PERFORM MAINTENANCE OR TO MAKE EMERGENCY REPAIRS AS IT DEEMS NECESSARY OR DESIRABLE, AT THE EXPENSE OF THE CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT, THEIR SUCCESSORS OR ASSIGNS.

14. THE LAND DESCRIBED HEREON COMPRISES A TOTAL AREA OF 190.281 ACRES +/-.

15. THE OWNER HAS THE RIGHT TO ASSIGN ITS RIGHTS AND RESPONSIBILITIES THEREUNDER TO HOMEOWNERS AND/OR OTHER PROPERTY OWNERS ASSOCIATION OR ASSOCIATIONS, AND/OR COMMUNITY DISTRICT, AND/OR TO CONVEY ANY OR ALL OF THE TRACTS SET FORTH ON THE PLAT, AND IN SUCH EVENT, PREVIOUS OWNER SHALL BE RELEASED FROM SUCH ASSIGNED OBLIGATIONS.

16. THE OWNER, ITS SUCCESSORS AND/OR ASSIGNS HEREBY GRANTS A STORMWATER UTILITY EASEMENT TO THE FOLLOWING: CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT, CYPRESS BAY WEST AT WATERSTONE COMMUNITY ASSOCIATION, INC., WATERSTONE MASTER HOMEOWNERS ASSOCIATION INC., KB HOME ORLANDO LLC AND PB&J INVESTMENTS OF BREVARD LLC. DEVELOPERS OF GARDENS AT WATERSTONE PHASE 1, PHASE 2 AND PHASE 3.

17. ZONING IS PLANNED UNIT DEVELOPMENT (P.U.D.). LAND USE IS SINGLE FAMILY RESIDENTIAL (S.F.R.); SUBJECT TO FINAL DEVELOPMENT PLAN FD-41-2021.

18. THE CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT SHALL ASLO HAVE A NON-EXCLUSIVE RIGHT OVER TRACTS "RW-1" FOR DISTRICT PURPOSES.

19. RESIDENTIAL LOTS SHOWN HEREON ARE ALSO KNOWN AS SUB-PHASE 10.

20. POND EASEMENT (PHASE 1 POND EASEMENT) RECORDED IN OFFICIAL RECORDS BOOK 9156, PAGE 2642, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA IS HEREBY DEDICATED TO CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT, MAINTENANCE AND OPERATION OF THESE TRACTS ARE THE RESPONSIBILITY OF CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT.

SURVEYOR'S NOTES:

1. ● DENOTES MAG NAIL & DISK STAMPED: "PCP LB 6360".
2. ● DENOTES FD. 5/8" IRON ROD WITH CAP STAMPED "PRM LB 6360".
3. ⊡ DENOTES SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 6360"
4. ○ DENOTES THE POINTS OF CURVATURE, POINTS OF TANGENCY AND OTHER PERTINENT POINTS REQUIRING CLARITY OR DEFINITION.
5. ALL LOT LINES IN CURVILINEAR LOTS ARE RADIAL UNLESS DESIGNATED NR (NON-RADIAL).

PLAT BOOK 79 PAGE 18
SHEET 1 OF 7
SECTIONS 4 & 5, TWP 30 S, RNG 37 E

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THE CORPORATION NAMED BELOW, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN:

CYPRESS BAY WEST PHASE 3A

HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES ALL PUBLIC UTILITY EASEMENTS AS DESCRIBED HEREON TO THE CITY OF PALM BAY FOR THE PERPETUAL USE OF THE PUBLIC AND DEDICATES AND CONVEYS TO THE CITY OF PALM BAY TRACT "U-1", AND DEDICATES ALL PRIVATE STREETS AND ROADS SHOWN HEREON (SUCH PRIVATE RIGHTS OF WAY BEING DESCRIBED HEREON AS TRACT "RW-1")TO THE CYPRESS BAY WEST PHASE 1 HOMEOWNERS ASSOCIATION, INC. AND ALL THAT MAINTENANCE OF SAID RIGHTS OF WAY SHALL NOT BE THE RESPONSIBILITY OF THE CITY OF PALM BAY; AND HEREBY FURTHER DEDICATES TO THE CITY OF PALM BAY A PERPETUAL EASEMENT OVER AND ACROSS SAID RIGHTS OF WAY FOR INGRESS AND EGRESS FOR PUBLIC SERVICE AND EMERGENCY VEHICLES, NO OTHER EASEMENTS ARE HEREBY DEDICATED OR GRANTED TO THE PUBLIC, IT BEING THE INTENTION OF THE UNDERSIGNED THAT OTHER EASEMENTS AND COMMON AREAS SHOWN HEREON BE PRIVATELY OWNED AND MAINTAINED AND THAT THE PUBLIC AND THE CITY OF PALM BAY HAVE NO RIGHT OR INTEREST THEREIN.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE EXECUTED ON THE DATE SET FORTH BELOW

BY: _____
CRAIG HOTOP
VICE PRESIDENT

FORESTAR (USA) REAL ESTATE GROUP INC.
A DELAWARE CORPORATION
10700 PECAN PARK BLVD, SUITE 150
AUSTIN, TX 78750

Witness 1: _____
Print: _____

Witness 2: _____
Print: _____

STATE OF FLORIDA COUNTY OF BREVARD

THIS IS TO CERTIFY, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2026 BY CRAIG HOTOP OF FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, ON BEHALF OF THE CORPORATION. HE/SHE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

_____
NOTARY PUBLIC
My Commission Expires: _____

CERTIFICATE OF PLATTING SURVEYOR

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING A LICENSED AND REGISTERED LAND SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT ON FEBRUARY 26, 2026 HE COMPLETED THE BOUNDARY SURVEY OF THE LANDS AS SHOWN ON THE FOREGOING PLAT; THE BOUNDARY LINES OF THE PLATTED PARCEL ARE A TRUE AND CORRECT REPRESENTATION OF SUCH LINES IN ACCORDANCE WITH SAID BOUNDARY SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S), PERMANENT CONTROL POINTS (P.C.P.'S), AND MONUMENTS ACCORDING TO SECTION 177.091(9), F.S., WILL BE SET UNDER THE GUARANTEES POSTED WITH THE CITY OF PALM BAY FOR THE REQUIRED IMPROVEMENTS; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AS AMENDED.

DATE: MAY 19, 2026

ROBERT M. DOERRER, JR., P.L.S. NO. 3982
HORIZON SURVEYORS OF CENTRAL FLORIDA, INC.
5445 MURRELL RD, UNIT 101 ROCKLEDGE, FLORIDA 32955
CERTIFICATE OF AUTHORIZATION LB 6360

CERTIFICATE OF APPROVAL BY MUNICIPALITY

I HEREBY CERTIFY, THAT I HAVE REVIEWED THE FOREGOING PLAT AND FIND THAT IT IS IN CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES AND THAT I AM HEREBY DESIGNATED BY THE CITY OF PALM BAY, FLORIDA TO APPROVE THIS PLAT IN ACCORDANCE WITH SECTION 177.071 OF THE STATUTE AND FURTHER TO ACCEPT SAID PUBLIC RIGHTS AND DRAINAGE EASEMENTS AS MAY BE SHOWN AND DEDICATED HEREON.

6-23-2026
JOSEPH HALE, LS 6366
CITY SURVEYOR FOR THE CITY OF PALM BAY

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES, IN FORM, WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON

06/30/2026 AT 10:34am

FILE # 2026133618

Rachel M. Sadoff, Clerk by Jonathan Jones D.C.
CLERK OF CIRCUIT COURT
IN AND FOR BREVARD COUNTY, FLORIDA

Exhibit A
Pg 7 of 16

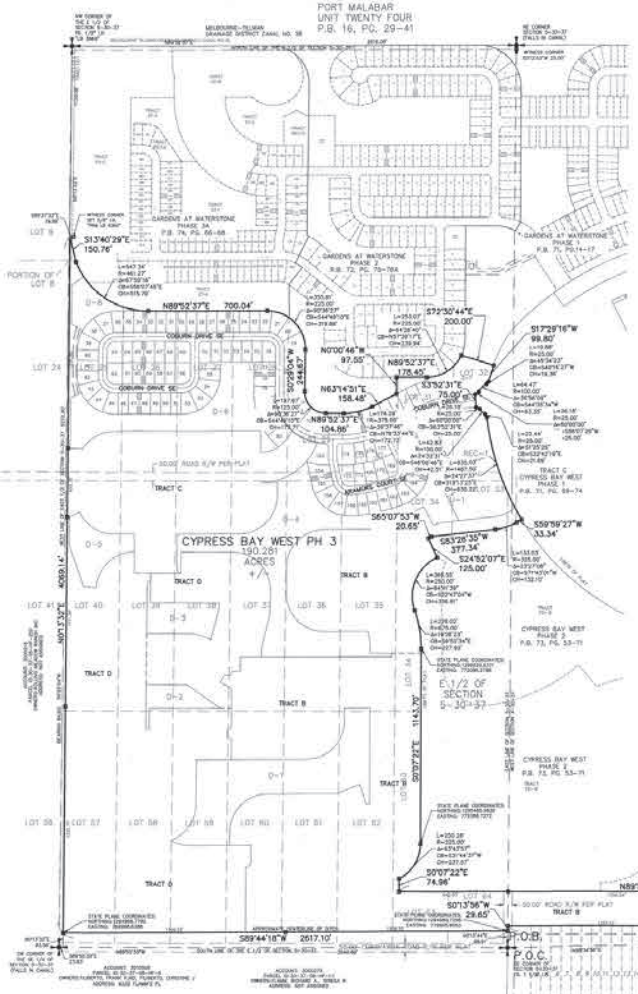
PLAT BOOK 79 PAGE 19
SHEET 2 OF 7
SECTIONS 4 & 5, TWP 30 S, RNG 37 E

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF PLAT.

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

CYPRESS BAY WEST PHASE 3A

A SUBDIVISION LYING IN SECTIONS 4 & 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA.
BEING A PORTION OF SECTION 4 AND A "REPLAT" OF A PORTION OF LOT 8, LOT 25 THROUGH LOT 34, ALL OF LOT 35 THROUGH LOT 39, A PORTION OF LOT 40 AND A PORTION OF LOT 57 THROUGH 64, SECTION 5, "SAN-SEBASTIAN FARMS", RECORDED IN PLAT BOOK 8, PAGE 77 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.



LEGEND OF ABBREVIATIONS

±	=	MORE OR LESS
BRG	=	BEARING
C	=	CURVE DESIGNATION
CH	=	CHORD
C.M.	=	CONCRETE MONUMENT
Δ	=	DELTA (CENTRAL ANGLE)
ESMT	=	EASEMENT
FD.	=	FOUND
FPL	=	FLORIDA POWER & LIGHT COMPANY
I.R.	=	IRON ROD
L	=	LENGTH OF ARC
LB	=	LICENSED BUSINESS
NAD	=	NORTH AMERICAN DATUM
NAVD	=	NORTH AMERICAN VERTICAL DATUM
NGVD	=	NATIONAL GEODETIC VERTICAL DATUM
N/D	=	NAIL & DISK
NR	=	NON RADIAL
NTC	=	NON TANGENT CURVE
NTL	=	NON TANGENT LINE
O.R.B.	=	OFFICIAL RECORDS BOOK
PC	=	POINT OF CURVATURE
PCP	=	PERMANENT CONTROL POINT
PID	=	PARCEL IDENTIFICATION
PG.	=	PAGE
PI	=	POINT OF INTERSECTION
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
PRC	=	POINT OF REVERSE CURVATURE
PRM	=	PERMANENT REFERENCE MONUMENT
PT	=	POINT OF TANGENCY
P.U.E.	=	PUBLIC UTILITY EASEMENT
P.U. & D.E.	=	PUBLIC UTILITY & DRAINAGE EASEMENT
R	=	RADIUS
RNG	=	RANGE
R/W	=	RIGHT OF WAY
TWP	=	TOWNSHIP

SURVEYOR'S NOTES:

1. ● DENOTES MAG NAIL & DISK STAMPED: "PCP LB 6360".
2. ● DENOTES FD. 5/8" IRON ROD WITH CAP STAMPED "PRM LB 6360".
3. ⊡ DENOTES SET 4" x 4" CONCRETE MONUMENT STAMPED "PRM LB 6360".
4. ○ DENOTES THE POINTS OF CURVATURE, POINTS OF TANGENCY AND OTHER PERTINENT POINTS REQUIRING CLARITY OR DEFINITION.
5. ALL LOT LINES IN CURVILINEAR LOTS ARE RADIAL UNLESS DESIGNATED NR (NON-RADIAL).

GRAPHIC SCALE
(IN FEET)
1 inch = 500 ft.

KEY MAP
NOT TO SCALE

– PLAT PREPARED BY –
HORIZON SURVEYORS OF CENTRAL FLORIDA, INC.
5445 MURRELL RD, UNIT 101
ROCKLEDGE, FL 32955
(321) 806-4171

Exhibit A
Pg 8 of 16

CYPRESS BAY WEST PHASE 3A

A SUBDIVISION LYING IN SECTIONS 4 & 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA,
BEING A PORTION OF SECTION 4 AND A "REPLAT" OF A PORTION OF LOT 8, LOT 25 THROUGH LOT 34, ALL OF LOT 35 THROUGH LOT 39, A PORTION OF LOT 40 AND A PORTION OF LOT 57 THROUGH 64, SECTION 5, "SAN-SEBASTIAN FARMS".
RECORDED IN PLAT BOOK 6, PAGE 77 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PLAT BOOK 79 PAGE 20
SHEET 3 OF 7
SECTIONS 4 & 5, TWP 30 S, RNG 37 E

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF PLAT.

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

SURVEYOR'S NOTES:

1. DENOTES MAG NAIL & DISK STAMPED: "ROP LB 6360".
2. DENOTES FD. 5/8" IRON ROD WITH CAP STAMPED "PRM LB 6360".
3. DENOTES SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 6360".
4. DENOTES THE POINTS OF CURVATURE, POINTS OF TANCENCY AND OTHER PERTINENT POINTS REQUIRING CLARITY OR DEFINITION.
5. ALL LOT LINES IN CURVILINEAR LOTS ARE RADIAL UNLESS DESIGNATED NR (NON-RADIAL).

LEGEND OF ABBREVIATIONS

±	=	MORE OR LESS
BRG.	=	BEARING
C	=	CURVE DESIGNATION
CH	=	CHORD
C.M.	=	CONCRETE MONUMENT
Δ	=	DELTA (CENTRAL ANGLE)
ESMT	=	EASEMENT
FD.	=	FOUND
FPL	=	FLORIDA POWER & LIGHT COMPANY
I.R.	=	IRON ROD
L	=	LENGTH OF ARC
LB	=	LICENSED BUSINESS
NAD	=	NORTH AMERICAN DATUM
NAVD	=	NORTH AMERICAN VERTICAL DATUM
NGVD	=	NATIONAL GEODETIC VERTICAL DATUM
N/D	=	NAIL & DISK
NR	=	NON RADIAL
NTC	=	NON TANGENT CURVE
NTL	=	NON TANGENT LINE
O.R.B.	=	OFFICIAL RECORDS BOOK
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PCP	=	PERMANENT CONTROL POINT
PID	=	PARCEL IDENTIFICATION
PAGE	=	PAGE
PI	=	POINT OF INTERSECTION
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
PRC	=	POINT OF REVERSE CURVATURE
PRM	=	PERMANENT REFERENCE MONUMENT
PT	=	POINT OF TANGENCY
P.U.E.	=	PUBLIC UTILITY EASEMENT
P.U. & D.E.	=	PUBLIC UTILITY & DRAINAGE EASEMENT
R	=	RADIUS
RNG	=	RANGE
R/W	=	RIGHT OF WAY
TWP	=	TOWNSHIP

GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

KEY MAP
NOT TO SCALE

– PLAT PREPARED BY –
HORIZON SURVEYORS OF CENTRAL FLORIDA, INC.
3445 MURRELL RD, UNIT 101
ROCKLEDGE, FL 32955
(321) 806-4171

Exhibit A
Pg 9 of 16

CYPRESS BAY WEST PHASE 3A

A SUBDIVISION LYING IN SECTIONS 4 & 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA.
BEING A PORTION OF SECTION 4 AND A "REPLAT" OF A PORTION OF LOT 8, LOT 25 THROUGH LOT 34, ALL OF LOT 35 THROUGH LOT 39, A PORTION OF LOT 40 AND A PORTION OF LOT 57 THROUGH 64, SECTION 5, "SAN-SEBASTIAN FARMS",
RECORDED IN PLAT BOOK 6, PAGE 77 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PLAT BOOK 79 PAGE 21
SHEET 4 OF 7
SECTIONS 4 & 5, TWP 30 S, RNG 37 E

SURVEYOR'S NOTES:

1. ● DENOTES MAG NAIL & DISK STAMPED: "PCP LB 6360".
2. ● DENOTES FD. 5/8" IRON ROD WITH CAP STAMPED "PRM LB 6360".
3. ■ DENOTES SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 6360"
4. C. DENOTES THE POINTS OF CURVATURE, POINTS OF TANGENCY AND OTHER PERTINENT POINTS REQUIRING CLARITY OR DEFINITION.
5. ALL LOT LINES IN CURVILINEAR LOTS ARE RADIAL UNLESS DESIGNATED NR (NON-RADIAL)

LEGEND OF ABBREVIATIONS

±	=	MORE OR LESS	NTL	=	NON TANGENT LINE
BRG	=	BEARING	O.R.B.	=	OFFICIAL RECORDS BOOK
C	=	CURVE DESIGNATION	PC	=	POINT OF CURVATURE
CH	=	CHORD	PCP	=	PERMANENT CONTROL POINT
C.M.	=	CONCRETE MONUMENT	PID	=	PARCEL IDENTIFICATION
Δ	=	DELTA (CENTRAL ANGLE)	PG.	=	PAGE
EBMT	=	EASEMENT	PI	=	POINT OF INTERSECTION
FD.	=	FOUND	P.O.B.	=	POINT OF BEGINNING
FPL	=	FLORIDA POWER & LIGHT COMPANY	P.O.C.	=	POINT OF COMMENCEMENT
I.R.	=	IRON ROD	PRC	=	POINT OF REVERSE CURVATURE
L	=	LENGTH OF ARC	PRM	=	PERMANENT REFERENCE MONUMENT
LB	=	LICENSED BUSINESS	PT	=	POINT OF TANGENCY
NAD	=	NORTH AMERICAN DATUM	P.U.E.	=	PUBLIC UTILITY EASEMENT
NAVD	=	NORTH AMERICAN VERTICAL DATUM	P.U. & D.E.	=	PUBLIC UTILITY & DRAINAGE EASEMENT
NGVD	=	NATIONAL GEODETIC VERTICAL DATUM	R	=	RADIUS
N/D	=	NAIL & DISK	RNG.	=	RANGE
NR	=	NON RADIAL	R/W	=	RIGHT OF WAY
NTC	=	NON TANGENT CURVE	TWP	=	TOWNSHIP

TRACT ST-4
GARDENS AT WATERSTONE
PHASE 3A
P.B. 74, PG. 66-68

KEY MAP
NOT TO SCALE

COBURN DRIVE SE
TRACT RW-1
50' WIDE R/W

GRAPHIC SCALE
(IN FEET)
1 inch = 80 ft.

DETAIL "A"
SCALE: 1" = 50'

TRACT C
±18.04
ACRES

– PLAT PREPARED BY –
HORIZON SURVEYORS OF
CENTRAL FLORIDA, INC.
5445 MURRELL RD. UNIT 101
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(321) 806-4171

Exhibit A
Pg 10 of 16

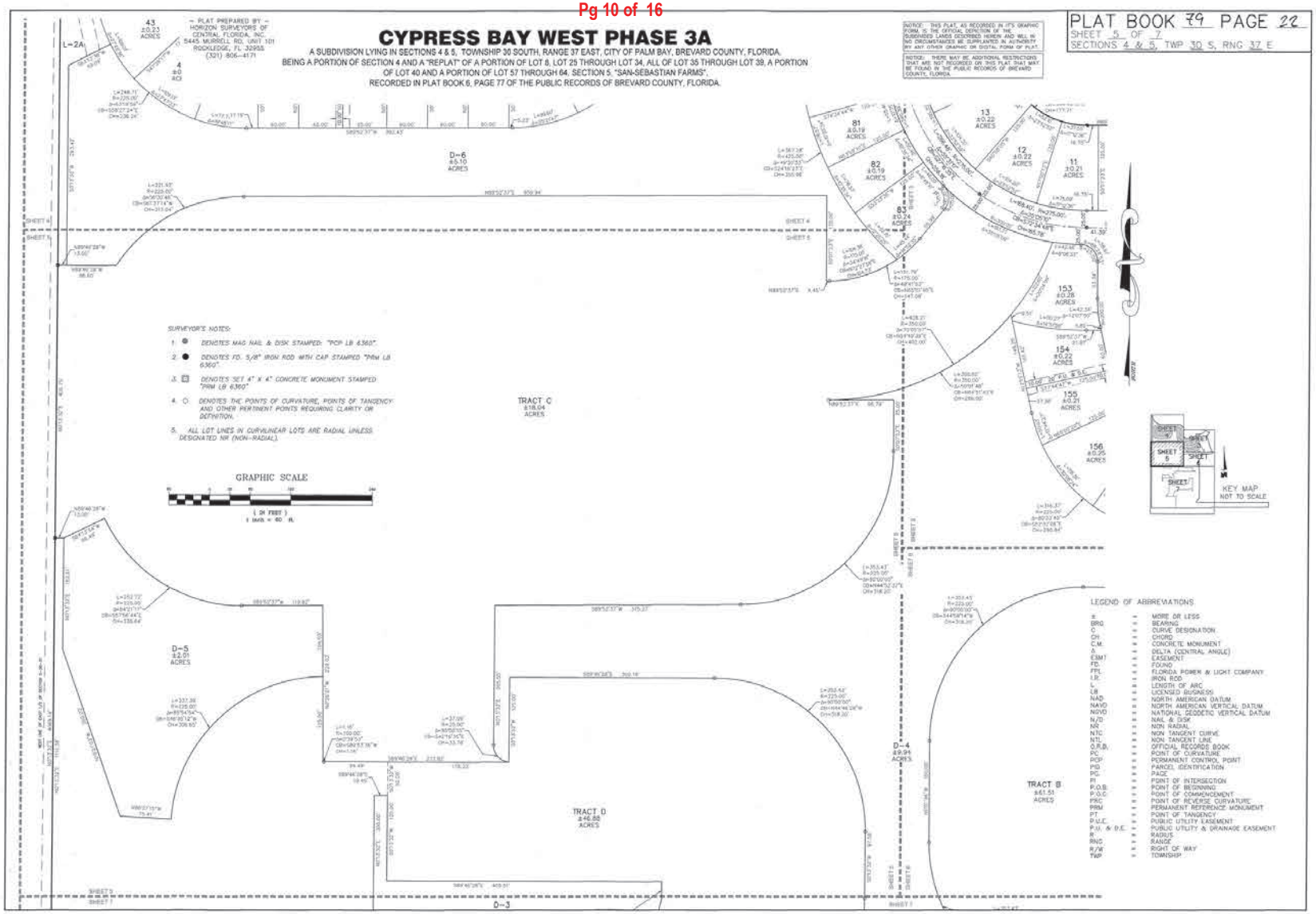

Exhibit A
Pg 11 of 16

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CYPRESS BAY WEST PHASE 3A

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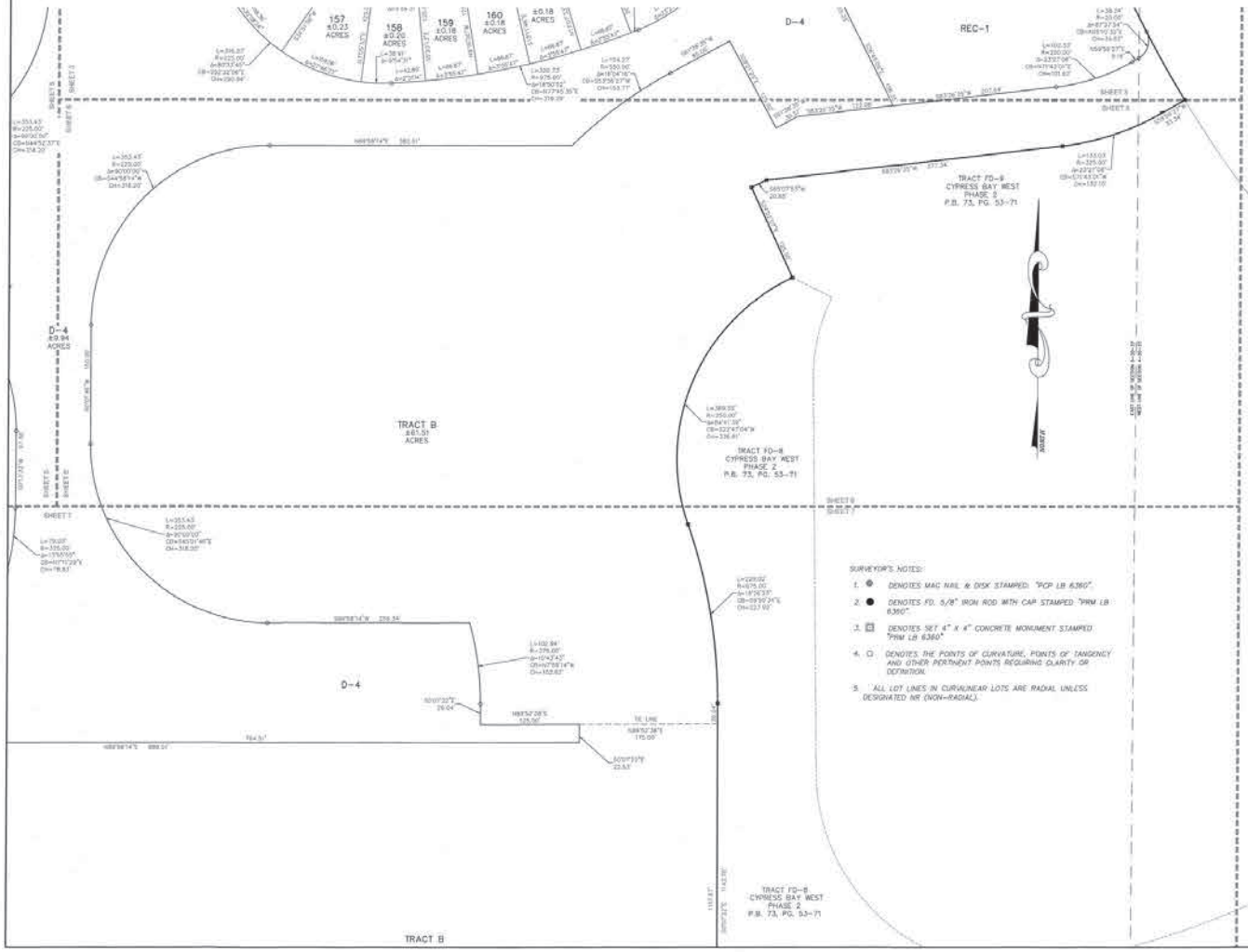
PLAT BOOK 79 PAGE 23
SHEET 6 OF 7
SECTIONS 4 & 5, TWP 30 S, RNG 37 E



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R/W	=	RIGHT OF WAY
TWP	=	TOWNSHIP

GRAPHIC SCALE
(IN FEET)
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KEY MAP
NOT TO SCALE

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Exhibit A
Pg 12 of 16

CYPRESS BAY WEST PHASE 3A

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PLAT BOOK 79 PAGE 24
SHEET 7 OF 7
SECTIONS 4 & 5, TWP 30 S, RNG 37 E

-- PLAT PREPARED BY: --
HORIZON SURVEYORS OF CENTRAL FLORIDA, INC.
5443 MURRELL RD, UNIT 101
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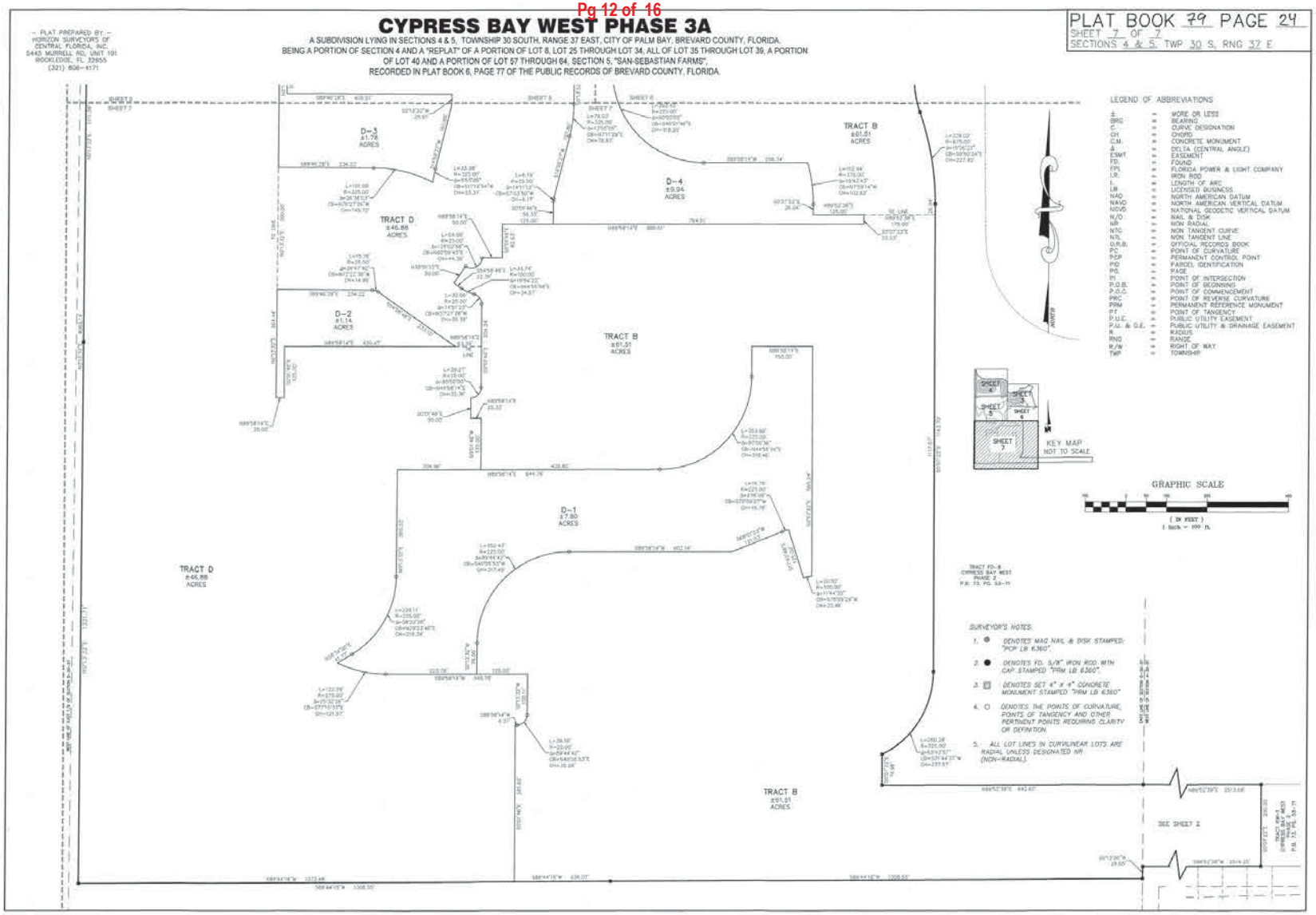
(321) 806-4171



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R/W	=	RIGHT OF WAY
TWP	=	TOWNSHIP

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4. ○ DENOTES THE POINTS OF CURVATURE, POINTS OF TANGENCY AND OTHER PERTINENT POINTS REQUIRING CLARITY OR DEFINITION.
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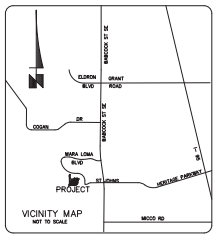
Exhibit A
Pg 13 of 16

CYPRESS BAY WEST PHASE 2E & 2F

A SUBDIVISION LYING IN SECTIONS 4 & 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA AND BEING A "REPLAT" OF TRACT FD-8, "CYPRESS BAY WEST PHASE 2", RECORDED IN PLAT BOOK 73, PAGES 53-61 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.



VICINITY MAP
NOT TO SCALE

LEGEND OF ABBREVIATIONS

BRG	=	BEARING
C	=	CURVE DESIGNATION
CH	=	CHORD
CM	=	CONCRETE MONUMENT
D	=	DELTA (CENTRAL ANGLE)
ESMT	=	EASEMENT
FD.	=	FOUND
FPL	=	FLORIDA POWER & LIGHT COMPANY
I.R.	=	IRON ROD
L	=	LENGTH OF ARC
LB	=	LICENSED BUSINESS
NAD	=	NORTH AMERICAN DATUM
NAVD	=	NORTH AMERICAN VERTICAL DATUM
NGVD	=	NATIONAL GEODETIC VERTICAL DATUM
N/D	=	NAIL & DISK
NR	=	NON RADIAL
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NTL	=	NON TANGENT LINE
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PID	=	PERMANENT IDENTIFIER
P.I.	=	PAGE
PI	=	POINT OF INTERSECTION
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
PROP.	=	PROPOSED
PRC	=	POINT OF REVERSE CURVATURE
PR.D.E.	=	PRIVATE DRAINAGE EASEMENT
PRM	=	PERMANENT REFERENCE MONUMENT
PT	=	POINT OF TANGENCY
P.U.E.	=	PUBLIC UTILITY
P.U. & D.E.	=	PUBLIC UTILITY & DRAINAGE EASEMENT
R	=	RADIUS
RNG	=	RANGE
R/W	=	RIGHT OF WAY
SSMH	=	SANITARY SEWER MANHOLE
TWP	=	TOWNSHIP

DESCRIPTION:

TRACT FD-8, CYPRESS BAY WEST PHASE 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGES 53 THROUGH 61, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF TRACT D-5D, CYPRESS BAY WEST PHASE 2D, AS RECORDED IN PLAT BOOK 78, PAGES 48 THROUGH 50 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S 89° 52' 38" W ALONG THE SOUTH LINE OF SAID CYPRESS BAY WEST PHASE 2 FOR A DISTANCE OF 1185.42 FEET TO THE SOUTHWEST CORNER OF SAID CYPRESS BAY WEST PHASE 2; THENCE RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES ALONG THE WESTERN BOUNDARY LINES OF SAID CYPRESS BAY WEST PHASE 2; (1) N 00° 07' 22" W FOR A DISTANCE OF 74.96 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS N 31° 44' 37" E FOR A DISTANCE OF 237.57 FEET; (2) NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63° 43' 57" FOR A DISTANCE OF 250.28 FEET TO A POINT OF TANGENCY; (3) N 00° 07' 22" W FOR A DISTANCE OF 1143.70 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 675.00 FEET, AND WHOSE CHORD BEARS N 09° 50' 34" W FOR A DISTANCE OF 227.92 FEET; (4) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19° 26' 23", FOR A DISTANCE OF 229.02 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 250.00 FEET, AND WHOSE CHORD BEARS N 22° 47' 04" E FOR A DISTANCE OF 336.81 FEET; (5) NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84° 41' 39", FOR A DISTANCE OF 369.55 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 63° 56' 37" E FOR A DISTANCE OF 55.60 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS S 12° 39' 16" W FOR A DISTANCE OF 104.30 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26° 48' 15", FOR A DISTANCE OF 105.26 FEET TO A POINT OF TANGENCY; THENCE RUN S 00° 44' 52" E FOR A DISTANCE OF 496.47 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 250.00 FEET, AND WHOSE CHORD BEARS S 50° 03' 24" E FOR A DISTANCE OF 379.12 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 98° 37' 05", FOR A DISTANCE OF 430.30 FEET TO A COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1080.00 FEET, AND WHOSE CHORD BEARS N 65° 31' 08" E FOR A DISTANCE OF 563.25 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 13' 51", FOR A DISTANCE OF 569.84 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 39° 35' 48" E FOR A DISTANCE OF 166.21 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 625.00 FEET, AND WHOSE CHORD BEARS N 71° 36' 05" E FOR A DISTANCE OF 159.39 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14° 39' 07", FOR A DISTANCE OF 159.83 FEET TO A POINT OF TANGENCY; THENCE RUN N 78° 55' 39" E FOR A DISTANCE OF 153.32 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS S 86° 06' 32" E FOR A DISTANCE OF 116.19 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 55' 38", FOR A DISTANCE OF 117.52 FEET TO A POINT OF TANGENCY; THENCE RUN S 71° 08' 43" E FOR A DISTANCE OF 277.37 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 575.00 FEET, AND WHOSE CHORD BEARS S 27° 39' 41" W FOR A DISTANCE OF 126.49 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 37' 47", FOR A DISTANCE OF 126.75 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 71° 08' 43" W FOR A DISTANCE OF 17.85 FEET; THENCE RUN S 18° 51' 17" W FOR A DISTANCE OF 175.00 FEET; THENCE RUN N 71° 08' 43" W FOR A DISTANCE OF 101.63 FEET; THENCE RUN S 00° 07' 22" E FOR A DISTANCE OF 459.86 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 425.00 FEET, AND WHOSE CHORD BEARS S 44° 52' 38" W FOR A DISTANCE OF 601.04 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00", FOR A DISTANCE OF 667.59 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 00° 07' 22" E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; CONTAINING 43.32 ACRES, MORE OR LESS.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF PLAT.

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

– PLAT PREPARED BY –
HORIZON SURVEYORS OF CENTRAL FLORIDA, INC.
5445 MURRELL RD, UNIT 101
ROCKLEDGE, FL 32955
(321) 806-4171

TRACT TABLE			
TRACT	±ACRES	TRACT USE	OWNERSHIP / MAINTENANCE
D-5E	12.28	DRAINAGE, OPENSPACE, UTILITY & LANDSCAPE	CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT
D-10	2.52	DRAINAGE, OPENSPACE, UTILITY & LANDSCAPE	CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT
D-11	1.95	DRAINAGE, OPENSPACE, UTILITY & LANDSCAPE	CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT
L-2	0.09	DRAINAGE, OPENSPACE, UTILITY & LANDSCAPE	CYPRESS BAY WEST PHASE 2 HOMEOWNERS ASSOCIATION, INC.
L-3	0.14	DRAINAGE, OPENSPACE, UTILITY & LANDSCAPE	CYPRESS BAY WEST PHASE 2 HOMEOWNERS ASSOCIATION, INC.
L-4	0.07	DRAINAGE, OPENSPACE, UTILITY & LANDSCAPE	CYPRESS BAY WEST PHASE 2 HOMEOWNERS ASSOCIATION, INC.
L-4A	0.09	DRAINAGE, OPENSPACE, UTILITY & LANDSCAPE	CYPRESS BAY WEST PHASE 2 HOMEOWNERS ASSOCIATION, INC.
L-5	0.21	DRAINAGE, OPENSPACE, UTILITY & LANDSCAPE	CYPRESS BAY WEST PHASE 2 HOMEOWNERS ASSOCIATION, INC.
L-6	0.13	DRAINAGE, OPENSPACE, UTILITY & LANDSCAPE	CYPRESS BAY WEST PHASE 2 HOMEOWNERS ASSOCIATION, INC.
RW-4E	5.26	PRIVATE RIGHT OF WAY	CYPRESS BAY WEST PHASE 2 HOMEOWNERS ASSOCIATION, INC.

SURVEYOR'S NOTES:

1. ● *DENOTES MAG NAIL & DISK STAMPED: "PCP LB 6360".*
2. ■ *DENOTES FD. 4" X 4" C.M. STAMPED "PRM LB 6360" UNLESS OTHERWISE NOTED.*
3. ▣ *DENOTES SET 4" X 4" C.M. STAMPED "PRM LB 6360"*
4. ○ *DENOTES THE POINTS OF CURVATURE, POINTS OF TANGENCY AND OTHER PERTINENT POINTS REQUIRING CLARITY OR DEFINITION.*
5. *UNLESS DESIGNATED NR (NON-RADIAL), ALL LOT LINES IN CURVILINEAR LOTS ARE RADIAL.*

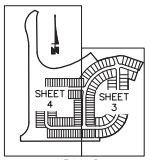
GENERAL NOTES:

1. THE BEARING BASIS FOR THIS SURVEY IS THE SOUTH LINE OF CYPRESS BAY WEST PHASE 2 AS RECORDED IN PLAT BOOK 73, PAGE 53 THRU 61 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, WHICH BEARS N89°52'38"E, AND AS SHOWN HEREON.
2. A STRIP OF LAND 10 FEET IN WIDTH IS HEREBY DEDICATED WITHIN ALL LOTS AND TRACTS ALONG AND ADJACENT TO THE RIGHT OF WAYS FOR THE CONSTRUCTION, INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES, SIDEWALKS AND DRAINAGE FACILITIES.
3. UNLESS OTHERWISE NOTED, A STRIP OF LAND 5 FEET IN WIDTH IS HEREBY DEDICATED ALONG ALL SIDE AND REAR LOT LINES FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE FACILITIES.
4. TRACT "RW-4E" (PRIVATE RIGHT-OF-WAY) IS HEREBY DEDICATED TO THE CYPRESS BAY WEST PHASE 2 HOMEOWNERS ASSOCIATION, INC., MAINTENANCE AND OPERATION OF THIS RIGHT OF WAY IS THE RESPONSIBILITY OF CYPRESS BAY WEST PHASE 2 HOMEOWNERS ASSOCIATION, INC. AND THE CITY OF PALM BAY SHALL NOT BE RESPONSIBLE FOR ANY MAINTENANCE THEREOF.
5. TRACTS "D-5E", "D-10" & "D-11" (OPEN SPACE, DRAINAGE, UTILITY AND LANDSCAPE) ARE HEREBY DEDICATED TO CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT, MAINTENANCE AND OPERATION OF THESE TRACTS ARE THE RESPONSIBILITY OF CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT.
6. TRACTS "L-2", "L-3", "L-4", "L-4A", "L-5" & "L-6" (OPEN SPACE, DRAINAGE, UTILITY AND LANDSCAPE) ARE HEREBY DEDICATED TO CYPRESS BAY WEST PHASE 2 HOMEOWNERS ASSOCIATION, INC., MAINTENANCE AND OPERATION OF THIS RIGHT OF WAY IS THE RESPONSIBILITY OF CYPRESS BAY WEST PHASE 2 HOMEOWNERS ASSOCIATION, INC.
7. PUBLIC UTILITY EASEMENTS DEDICATED HEREON SHALL BE FOR THE INSTALLATION, CONSTRUCTION, MAINTENANCE AND OPERATION OF ELECTRIC POWER FACILITIES AND CABLE TELEVISION SERVICES, PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITY OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR DAMAGES.
8. UNLESS OTHERWISE SPECIFIED, UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC AND DRAINAGE EASEMENTS ARE PRIVATE AND ARE HEREBY DEDICATED TO CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT.
9. THE OWNER HAS THE RIGHT TO ASSIGN ITS RIGHTS AND RESPONSIBILITIES THEREUNDER TO HOMEOWNERS AND/OR CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT, OTHER PROPERTY OWNERS ASSOCIATION OR ASSOCIATIONS, AND/OR TO CONVEY ANY OR ALL OF THE TRACTS SET FORTH ON THE PLAT, AND IN SUCH EVENT, PREVIOUS OWNER SHALL BE RELEASED FROM SUCH ASSIGNED OBLIGATIONS.
10. IT IS ANTICIPATED THAT THE PUBLIC POTABLE WATER AND WASTEWATER SYSTEMS (AND RECLAIMED SYSTEMS, IF ANY) SHALL BE CONSTRUCTED BY THE CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT ('CDD') AND CONVEYED BY ONE OR MORE SEPARATE BILLS OF SALE FROM THE CDD TO THE CITY, AND APPROVAL OF THIS PLAT SHALL NOT BE CONSTRUED AS THE CITY'S ACCEPTANCE OF SUCH SYSTEMS. THE CDD SHALL HAVE NON-EXCLUSIVE EASEMENT RIGHTS OVER TRACT "RW-4E" AND OVER ALL "P.U.E." EASEMENT AREAS TO INSTALL, CONSTRUCT AND/OR ACQUIRE PUBLIC WATER, SEWER AND RECLAIM (IF ANY) UTILITIES IMPROVEMENTS FOR TRANSFER UPON COMPLETION TO THE CITY.
11. THE CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT SHALL ALSO HAVE A NON-EXCLUSIVE, ACCESS EASEMENT RIGHT OVER TRACTS "RW-4E" FOR DISTRICT PURPOSES.
12. RESIDENTIAL LOTS SHOWN HEREON ARE ALSO KNOWN AS SUB-PHASE 8A & 8B.
13. DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CYPRESS BAY WEST AT WATERSTONE RECORDED IN OFFICIAL RECORDS BOOK 9494, PAGE 717, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
14. NEIGHBORHOOD DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR CYPRESS BAY WEST PHASE 2 RECORDED IN OFFICIAL RECORDS BOOK 9739, PAGE 2358, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
15. FOR STORMWATER POND EASEMENT SEE OFFICIAL RECORDS BOOK 9156, PAGE 2642 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
16. THE OWNER, ITS SUCCESSORS AND/OR ASSIGNS HEREBY GRANTS A STORMWATER UTILITY EASEMENT TO THE FOLLOWING: CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT, CYPRESS BAY WEST AT WATERSTONE COMMUNITY ASSOCIATION, INC., WATERSTONE MASTER HOMEOWNERS ASSOCIATION INC., KB HOME ORLANDO LLC AND PB&J INVESTMENTS OF BREVARD LLC, DEVELOPERS OF GARDENS AT WATERSTONE PHASE 1, PHASE 2 AND PHASE 3.
17. AN EASEMENT IS HEREBY DEDICATED TO THE CITY OF PALM BAY ACROSS, OVER, INTO AND THROUGH ALL DRAINAGE TRACTS, ALONG WITH ALL PUBLIC DRAINAGE EASEMENTS FOR EMERGENCY ACCESS FOR THE RIGHT, BUT NOT THE OBLIGATION, TO PERFORM MAINTENANCE OR TO MAKE EMERGENCY REPAIRS AS IT DEEMS NECESSARY OR DESIRABLE, AT THE EXPENSE OF THE CYPRESS BAY WEST PHASE 2 HOMEOWNER'S ASSOCIATION, INC., THEIR SUCCESSORS OR ASSIGNS.
18. PURSUANT TO SECTION 193.0235, F.S., ALL TRACTS DEDICATED TO A HOMEOWNER'S ASSOCIATION HEREUNDER ARE INTENDED TO BE USED AS COMMON ELEMENTS FOR THE EXCLUSIVE BENEFIT OF LOT OWNERS.

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.



KEY MAP
NOT TO SCALE

THE COORDINATE VALUES SHOWN HEREON WERE COMPUTED USING AUTOCAD CIVIL 3D. A PROJECT SCALE FACTOR OF 0.99995915278704 7 WAS USED TO CONVERT GROUND DISTANCE TO GRID DISTANCE. THE DISTANCES SHOWN ON THIS PLAT ARE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCE TO GRID DISTANCE. ALL OF THE VALUES EXPRESSED IN U.S. SURVEY FEET.

DESIGNATION	PID	NORTHING	EASTING	N. LATITUDE	W. LONGITUDE	SCALE FACTOR	CONVERGANCE ANGLE
BREVARD GPS 1076	AF7751	1287084.23	781396.37	27°52'26.38278"	80°36'44.53598"	0.99995915	1°-9'-39'52.4"
BREVARD GPS 5033	DG8755	1304014.66	777580.60	27°57'14.89716"	80°37'25.13158"	0.99995916	1°-9'-38'55.4"
NORTH AMERICAN DATUM 1983 (2011)							

PLAT BOOK ____ PAGE ____
SHEET 1 OF 4
SECTIONS 4 & 5, TWP 30 S, RNG 37 E

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THE CORPORATION NAMED BELOW, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN:

CYPRESS BAY WEST PHASE 2E & 2F

HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES ALL PUBLIC UTILITY EASEMENTS AS DESCRIBED HEREON TO THE CITY OF PALM BAY FOR THE PERPETUAL USE OF THE PUBLIC; ALL RIGHT OF WAY TRACTS ARE DEDICATED TO CYPRESS BAY WEST PHASE 2 HOMEOWNERS ASSOCIATION, INC. AND ALL MAINTENANCE RESPONSIBILITIES SHALL NOT BE THE CITY OF PALM BAY'S AND HEREBY FURTHER DEDICATES TO THE CITY OF PALM BAY A PERPETUAL EASEMENT OVER AND ACROSS THE RIGHTS OF WAY OF ALL STREETS AND ROADS SHOWN HEREON FOR INGRESS AND EGRESS FOR PUBLIC SERVICE AND EMERGENCY VEHICLES. NO OTHER EASEMENTS ARE HEREBY DEDICATED OR GRANTED TO THE PUBLIC, IT BEING THE INTENTION OF THE UNDERSIGNED THAT OTHER EASEMENTS AND COMMON AREAS SHOWN HEREON BE PRIVATELY OWNED AND MAINTAINED AND THAT THE PUBLIC AND THE CITY OF PALM BAY HAVE NO RIGHT OR INTEREST THEREIN.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE EXECUTED ON THE DATE SET FORTH BELOW

BY: _____ FORESTAR (USA) REAL ESTATE GROUP INC.
CRAIG HOTOP A DELAWARE CORPORATION
VICE PRESIDENT 10700 PECAN PARK BLVD, SUITE 150
AUSTIN, TX 78750

Witness 1: _____

Print: _____

Witness 2: _____

Print: _____

STATE OF FLORIDA COUNTY OF BREVARD

THIS IS TO CERTIFY, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF _ PHYSICAL PRESENCE OR _ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2026 BY CRAIG HOTOP OF FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, ON BEHALF OF THE CORPORATION. HE/SHE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

_____
Notary Public

My Commission Expires: _____

CERTIFICATE OF PLATTING SURVEYOR

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING A LICENSED AND REGISTERED LAND SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT ON JULY 21, 2026 HE COMPLETED THE BOUNDARY SURVEY OF THE LANDS AS SHOWN ON THE FOREGOING PLAT; THAT THE BOUNDARY LINES OF THE PLATTED PARCEL ARE A TRUE AND CORRECT REPRESENTATION OF SUCH LINES IN ACCORDANCE WITH SAID BOUNDARY SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S), PERMANENT CONTROL POINTS (P.C.P.'S), AND MONUMENTS ACCORDING TO SECTION 177.091(9), F.S., WILL BE SET UNDER THE GUARANTEES POSTED WITH THE CITY OF PALM BAY COMMISSIONERS FOR THE REQUIRED IMPROVEMENTS; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AS AMENDED.

DATE: SEPTEMBER 15, 2026

_____
ROBERT R. DOERRER, JR., P.L.S. NO. 3982
HORIZON SURVEYORS OF CENTRAL FLORIDA, INC.
5445 MURRELL RD, UNIT 101, ROCKLEDGE, FL 32955
CERTIFICATE OF AUTHORIZATION LB 6360

CERTIFICATE OF APPROVAL BY MUNICIPALITY

I HEREBY CERTIFY, THAT I HAVE REVIEWED THE FOREGOING PLAT AND FIND THAT IT IS IN CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES AND THAT I AM HEREBY DESIGNATED BY THE CITY OF PALM BAY, FLORIDA TO APPROVE THIS PLAT IN ACCORDANCE WITH SECTION 177.071 OF THE STATUTE AND FURTHER TO ACCEPT THE PUBLIC UTILITY AND DRAINAGE EASEMENTS AS MAY BE SHOWN AND/OR NOTED HEREIN.

_____
JOSEPH N. HALE, LS 6366
CITY SURVEYOR FOR THE CITY OF PALM BAY

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES, IN FORM, WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON,

_____ AT _____

FILE # _____

_____
CLERK OF CIRCUIT COURT
IN AND FOR BREVARD COUNTY, FLORIDA

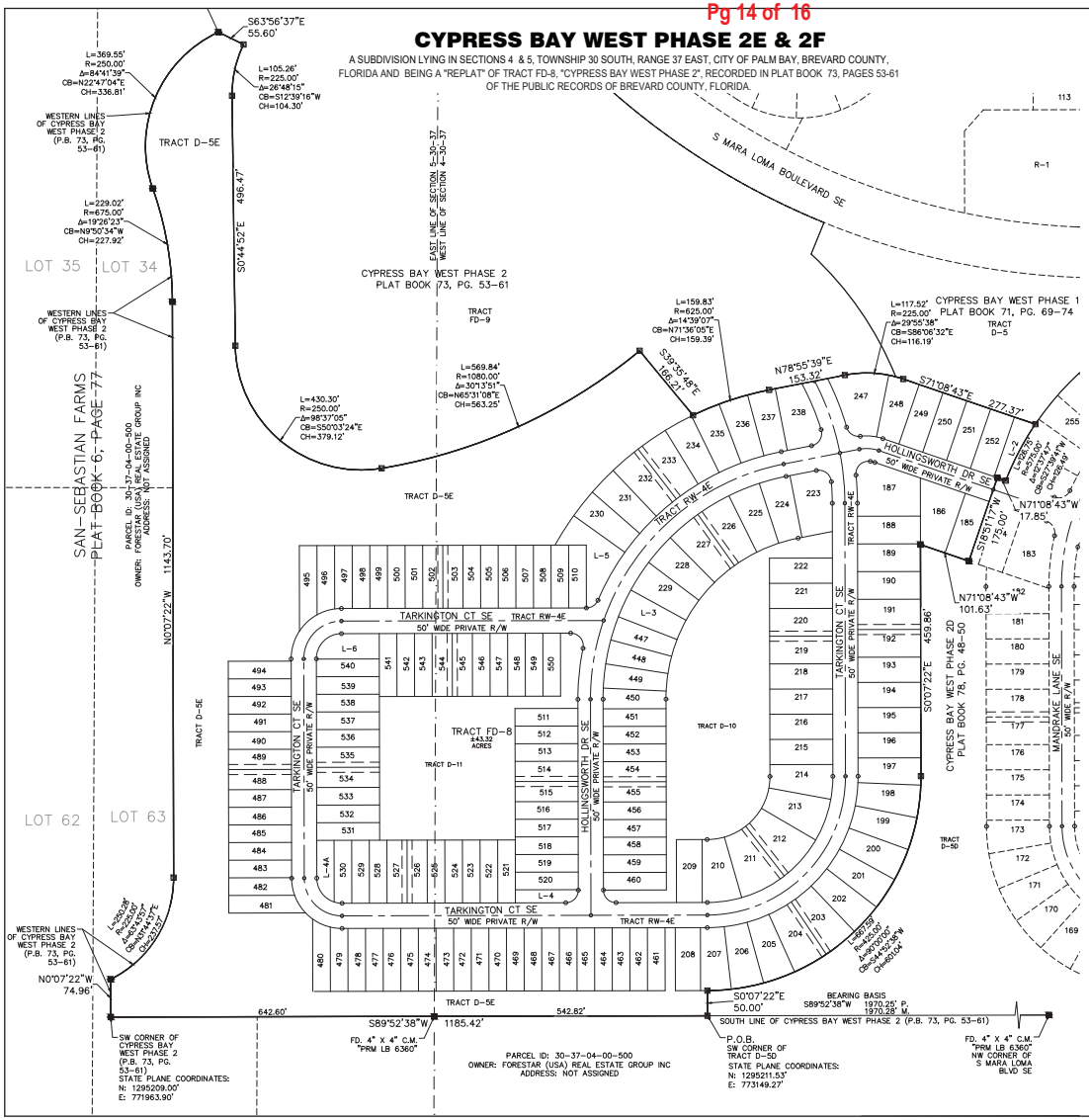
Exhibit A
Pg 14 of 16

CYPRESS BAY WEST PHASE 2E & 2F

A SUBDIVISION LYING IN SECTIONS 4 & 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA AND BEING A "REPLAT" OF TRACT FD-8, "CYPRESS BAY WEST PHASE 2", RECORDED IN PLAT BOOK 73, PAGES 53-61 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

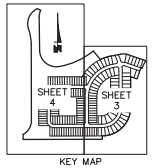
– PLAT PREPARED BY –
HORIZON SURVEYORS OF CENTRAL FLORIDA, INC.
5445 MURRELL RD, UNIT 101
ROCKLEDGE, FL 32955
(321) 806-4171

PLAT BOOK ___ PAGE ___
SHEET 2 OF 4
SECTIONS 4 & 5, TWP 30 S, RNG 37 E



LEGEND OF ABBREVIATIONS

BRG	=	BEARING
C	=	CURVE DESIGNATION
CH	=	CHORD
C.M.	=	CONCRETE MONUMENT
D	=	DELTA (CENTRAL ANGLE)
ESMT	=	EASEMENT
FD.	=	FOUND
FPL	=	FLORIDA POWER & LIGHT COMPANY
I.R.	=	IRON ROD
L	=	LENGTH OF ARC
LB	=	LICENSED BUSINESS
NAD	=	NORTH AMERICAN DATUM
NAVD	=	NORTH AMERICAN VERTICAL DATUM
NGVD	=	NATIONAL GEODETIC VERTICAL DATUM
N/D	=	NAIL & DISK
NR	=	NON RADIAL
NTC	=	NON TANGENT CURVE
NTL	=	NON TANGENT LINE
O.R.B.	=	OFFICIAL RECORDS BOOK
PC	=	POINT OF CURVATURE
PCP	=	PERMANENT CONTROL POINT
PID	=	PERMINENT IDENTIFIER
PG.	=	PAGE
PI	=	POINT OF INTERSECTION
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
PROP.	=	PROPOSED
PRC	=	POINT OF REVERSE CURVATURE
PR.D.E.	=	PRIVATE DRAINAGE EASEMENT
PRM	=	PERMANENT REFERENCE MONUMENT
PT	=	POINT OF TANGENCY
P.U.E.	=	PUBLIC UTILITY
P.U. & D.E.	=	PUBLIC UTILITY & DRAINAGE EASEMENT
R	=	RADIUS
RNG	=	RANGE
R/W	=	RIGHT OF WAY
SSMH	=	SANITARY SEWER MANHOLE
TWP	=	TOWNSHIP



KEY MAP
NOT TO SCALE

SURVEYOR'S NOTES:

1. ◎ *DENOTES MAG NAIL & DISK STAMPED: "PCP LB 6360".*
2. ■ *DENOTES FD. 4" X 4" C.M. STAMPED "PRM LB 6360" UNLESS OTHERWISE NOTED.*
3. ▨ *DENOTES SET 4" X 4" C.M. STAMPED "PRM LB 6360"*
4. ○ *DENOTES THE POINTS OF CURVATURE, POINTS OF TANGENCY AND OTHER PERTINENT POINTS REQUIRING CLARITY OR DEFINITION.*
5. *UNLESS DESIGNATED NR (NON-RADIAL), ALL LOT LINES IN CURVILINEAR LOTS ARE RADIAL.*

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF PLAT.

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

Exhibit A
Pg 15 of 16

CYPRESS BAY WEST PHASE 2E & 2F

A SUBDIVISION LYING IN SECTIONS 4 & 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA AND BEING A "REPLAT" OF TRACT FD-8, "CYPRESS BAY WEST PHASE 2", RECORDED IN PLAT BOOK 73, PAGES 53-61 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

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PLAT BOOK ____ PAGE ____
SHEET 3 OF 4
SECTIONS 4 & 5, TWP 30 S, RNG 37 E

SURVEYOR'S NOTES:

1. ◎ DENOTES MAG NAIL & DISK STAMPED: "PCP LB 6360".
2. ■ DENOTES FD. 4" X 4" C.M. STAMPED "PRM LB 6360" UNLESS OTHERWISE NOTED.
3. ▨ DENOTES SET 4" X 4" C.M. STAMPED "PRM LB 6360"
4. ○ DENOTES THE POINTS OF CURVATURE, POINTS OF TANGENCY AND OTHER PERTINENT POINTS REQUIRING CLARITY OR DEFINITION.
5. UNLESS DESIGNATED NR (NON-RADIAL), ALL LOT LINES IN CURVILINEAR LOTS ARE RADIAL.

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.

KEY MAP
NOT TO SCALE

LEGEND OF ABBREVIATIONS

BRG	=	BEARING
C	=	CURVE DESIGNATION
CH	=	CHORD
C.M.	=	CONCRETE MONUMENT
D	=	DELTA (CENTRAL ANGLE)
ESMT	=	EASEMENT
FD.	=	FOUND
FPL	=	FLORIDA POWER & LIGHT COMPANY
I.R.	=	IRON ROD
L	=	LENGTH OF ARC
LB	=	LICENSED BUSINESS
NAD	=	NORTH AMERICAN DATUM
NAVD	=	NORTH AMERICAN VERTICAL DATUM
NGVD	=	NATIONAL GEODETIC VERTICAL DATUM
N/D	=	NAIL & DISK
NR	=	NON RADIAL
NTC	=	NON TANGENT CURVE
NTL	=	NON TANGENT LINE
O.R.B.	=	OFFICIAL RECORDS BOOK
PC	=	POINT OF CURVATURE
PCP	=	PERMANENT CONTROL POINT
PID	=	PERMINENT IDENTIFIER
PG.	=	PAGE
PI	=	POINT OF INTERSECTION
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
PROP.	=	PROPOSED
PRC	=	POINT OF REVERSE CURVATURE
PR.D.E.	=	PRIVATE DRAINAGE EASEMENT
PRM	=	PERMANENT REFERENCE MONUMENT
PT	=	POINT OF TANGENCY
P.U.E.	=	PUBLIC UTILITY
P.U. & D.E.	=	PUBLIC UTILITY & DRAINAGE EASEMENT
R	=	RADIUS
RNG	=	RANGE
R/W	=	RIGHT OF WAY
SSMH	=	SANITARY SEWER MANHOLE
TWP	=	TOWNSHIP

Curve Table			
CURVE #	LENGTH	RADIUS	DELTA
C1	29.87'	225.00'	7°36'23"
C2	13.28'	100.00'	7°36'23"
C3	32.22'	100.00'	18°27'31"
C4	35.42'	25.00'	81°10'40"
C5	41.91'	25.00'	96°02'32"
C6	41.91'	25.00'	96°02'32"
C7	45.46'	25.00'	104°11'17"
C8	9.26'	50.00'	10°36'36"
C9	39.27'	25.00'	90°00'00"
C10	22.17'	450.00'	2°49'24"
C11	16.01'	325.00'	2°49'24"
C12	35.02'	325.00'	6°10'24"
C13	35.02'	325.00'	6°10'24"
C14	35.02'	325.00'	6°10'24"
C15	29.17'	25.00'	66°51'07"
C16	44.37'	25.00'	101°41'28"
C17	39.27'	25.00'	90°00'00"

CYPRESS BAY WEST PHASE 2D
PLAT BOOK 78, PG. 48-50

CYPRESS BAY WEST PHASE 2
PLAT BOOK 73, PG. 53-61
TRACT FD-9

TARKINGTON CT SE
TRACT RW-4E ±5.26 ACRES
S0°07'22"E 542.25'
50' WIDE PRIVATE R/W

HOLLINGSWORTH DR SE
TRACT RW-4E ±5.26 ACRES
S0°07'22"E 428.99'
50' WIDE PRIVATE R/W

HOLLINGSWORTH DR SE
S71°08'43"E 270.16'
50' WIDE PRIVATE R/W

TRACT D-5E ±12.26 ACRES

TRACT D-5C ±12.26 ACRES

TRACT D-5D ±12.26 ACRES

TRACT D-10 ±2.82 ACRES

TRACT L-5 ±0.46 ACRES

PARCEL ID: 30-37-04-00-500
OWNER: FORESTAR (USA) REAL ESTATE GROUP INC
ADDRESS: NOT ASSIGNED

SHEET 3
SHEET 4

Exhibit A
Pg 16 of 16

CYPRESS BAY WEST PHASE 2E & 2F

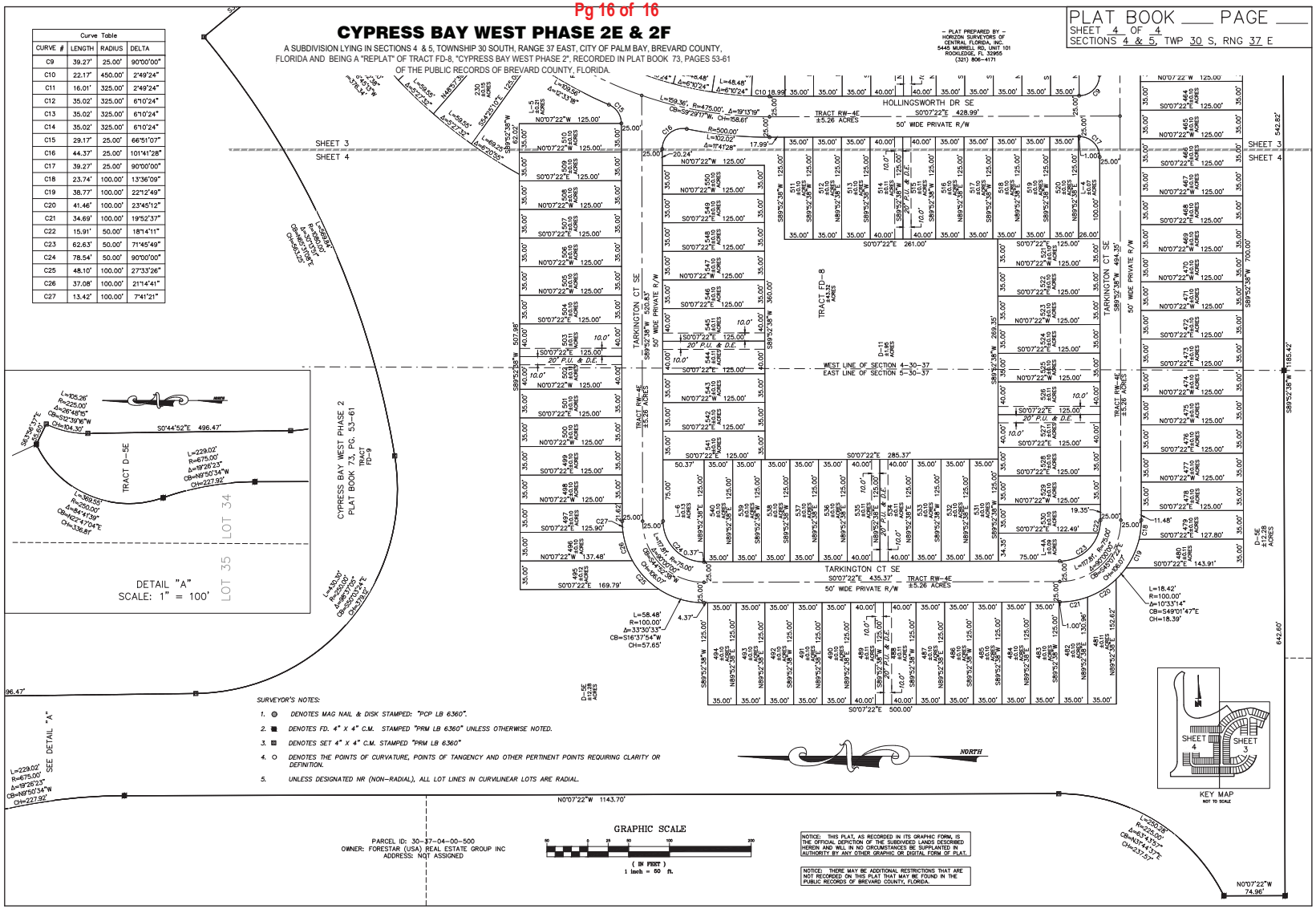
A SUBDIVISION LYING IN SECTIONS 4 & 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA AND BEING A "REPLAT" OF TRACT FD-8, "CYPRESS BAY WEST PHASE 2", RECORDED IN PLAT BOOK 73, PAGES 53-61 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PLAT BOOK ___ PAGE ___
SHEET 4 OF 4
SECTIONS 4 & 5, TWP 30 S, RNG 37 E

– PLAT PREPARED BY –
HORIZON SURVEYORS OF CENTRAL FLORIDA, INC.
5445 MURRELL RD, UNIT 101
ROCKLEDGE, FL 32955
(321) 806-4171

Curve Table

CURVE #	LENGTH	RADIUS	DELTA
C9	39.27'	25.00'	90°00'00"
C10	22.17'	450.00'	2°49'24"
C11	16.01'	325.00'	2°49'24"
C12	35.02'	325.00'	6°10'24"
C13	35.02'	325.00'	6°10'24"
C14	35.02'	325.00'	6°10'24"
C15	29.17'	25.00'	66°51'07"
C16	44.37'	25.00'	101°41'28"
C17	39.27'	25.00'	90°00'00"
C18	23.74'	100.00'	13°36'09"
C19	38.77'	100.00'	22°12'49"
C20	41.46'	100.00'	23°45'12"
C21	34.69'	100.00'	19°52'37"
C22	15.91'	50.00'	18°14'11"
C23	62.63'	50.00'	71°45'49"
C24	78.54'	50.00'	90°00'00"
C25	48.10'	100.00'	27°33'26"
C26	37.08'	100.00'	21°14'41"
C27	13.42'	100.00'	7°41'21"



SURVEYOR'S NOTES:

1. ● DENOTES MAG NAIL & DISK STAMPED: "PCP LB 6360".
2. ■ DENOTES FD. 4" X 4" C.M. STAMPED "PRM LB 6360" UNLESS OTHERWISE NOTED.
3. ▣ DENOTES SET 4" X 4" C.M. STAMPED "PRM LB 6360"
4. ○ DENOTES THE POINTS OF CURVATURE, POINTS OF TANGENCY AND OTHER PERTINENT POINTS REQUIRING CLARITY OR DEFINITION.
5. UNLESS DESIGNATED NR (NON-RADIAL), ALL LOT LINES IN CURVILINEAR LOTS ARE RADIAL.

PARCEL ID: 30-37-04-00-500
OWNER: FORESTAR (USA) REAL ESTATE GROUP INC
ADDRESS: NOT ASSIGNED

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF PLAT.

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

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APPENDIX B

COPY OF MASTER INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL INDENTURE

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MASTER TRUST INDENTURE

BETWEEN

CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT

AND

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,

AS TRUSTEE

Dated as of July 1, 2023

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EXHIBIT A – FORM OF REQUISITION

MASTER TRUST INDENTURE

THIS MASTER TRUST INDENTURE is dated as of July 1, 2023, between **CYPRESS BAY WEST COMMUNITY DEVELOPMENT 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 TRUST COMPANY, NATIONAL ASSOCIATION**, as trustee (the "Trustee"), a national banking association and having the authority to exercise corporate trust powers, with its designated corporate trust office located at 500 West Cypress Creek Road, Suite 460, Fort Lauderdale, Florida 33309, Attention: Corporate Trust Department.

WHEREAS, the District is a community development district duly organized and existing under the provisions of Chapter 190, Florida Statutes (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, by virtue of Section 190.022 of the Act, to levy and collect special assessments therefor as provided in Chapter 170, Florida Statutes, and to levy and collect user charges and fees therefor as provided in Section 190.011, Florida Statutes; and

WHEREAS, additionally, the District has the power and authority under the Act to levy and collect Benefit Special Assessments (hereinafter defined) and Operation and Maintenance 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 (hereinafter 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 and without the boundaries of the District; and

WHEREAS, the execution and delivery of the Bonds (hereinafter defined) and of this Master Indenture (hereinafter defined) have been duly authorized by the Governing Body (hereinafter defined) 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 by the Owners (hereinafter defined), and of the sum of ten dollars ($10.00), lawful money of the United States of America, to it 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 (hereinafter defined) issued hereunder according to their tenor and effect and to secure the performance and observance by the District of all of the covenants 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: (a) the Pledged Revenues (hereinafter defined) and Pledged Funds (hereinafter defined); and (b) 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 (hereinafter 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 that (a) 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) the Trust Estate shall immediately be subject to the lien of this pledge and assignment without any physical delivery thereof or further act, (c) 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) the Bonds of a Series are to be issued, authenticated and delivered, and 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 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 intended:

"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 or pursuant to a Supplemental Indenture, except 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 Capital Appreciation 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 Capital Appreciation Bond as of such date shall be the amount determined by compounding the Accreted Value of such Capital Appreciation Bond as of 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) 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 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) 180. A table of Accreted Values for the Capital Appreciation Bonds shall 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 190, Florida Statutes, as amended from time to time.

"Additional Bonds" shall mean Bonds ranking on a parity with a Series of Bonds issued under a Supplemental Indenture, provided that such Supplemental Indenture allows for the issuance of parity Bonds.

"Amortization Installments" shall mean the moneys required to be deposited in a Series Sinking Fund Account within a Series Debt Service 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 Section 190.022 of the Act, together with the interest specified by resolution adopted by the Governing Body, the interest specified in Chapter 170, Florida Statutes, 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 DTC 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 190.021(2) of the Act, 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 bond anticipation notes issued pursuant to a Supplemental Indenture in anticipation of the sale of an authorized Series of Bonds and in a principal amount not exceeding the principal amount of such anticipated 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.

"Bond 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 registration books of the District reflecting the names, addresses, and other identifying information of the 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 the Series Project to be funded by such Series of Bonds, all or part of such interest which will be paid, or is expected to be paid, from the proceeds of such Series of Bonds.

"Chairman" shall mean the Chairman or Vice 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 Engineer" shall mean the independent engineer or engineering firm or corporation employed by the District in connection with any Series Project to perform and carry out the duties of the Consulting Engineer under this Master Indenture or any Supplemental Indenture.

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

"Cost" or ***"Costs"*** as applied to a 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 Facility" 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 Facility 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 shall mean: (a) 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 (b) 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 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, Benefit Special Assessments or Operation and Maintenance 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.

"District" shall mean the Cypress Bay West Community Development District, a community development district established pursuant to the Act, or any successor thereto which succeeds to the obligations of the District hereunder.

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

"Engineer's Certificate" shall mean a certificate of the Consulting Engineer 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.

"Event of Default" shall mean any of the events described in Section 902 hereof.

"Federal Securities" shall mean, to the extent permitted by law for investment as contemplated in this Master Indenture and any Supplemental Indenture, (a) Government Obligations, (b) 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, (c) certificates of ownership of the principal or interest of Government Obligations, which Government Obligations are held in trust, and (d) investment agreements at least one hundred percent (100%) collateralized by obligations described in clauses (a), (b) or (c) 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, except the Rebate Fund, created pursuant to Section 502 hereof.

"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 for the authorization of Bond Anticipation Notes or Bonds, any of the following securities, if and to the extent that such securities are legal investments for funds of the District;

(a) Government Obligations;

(b) 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 Government National Mortgage Association (including participation certificates issued by such association); Fannie Mae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Banks; Tennessee Valley Authority; Federal Home Loan Mortgage Corporation and repurchase agreements secured by such obligations, which funds are rated in the highest categories for such funds by both Moody's and S&P at the time of purchase;

(c) Direct and general obligations of any state of the United States, 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;

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

(e) Bank or broker repurchase agreements fully secured by securities specified in (a) or (b) 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;

(f) 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;

(g) Any short-term government fund or any money market fund whose assets consist of (a), (b) and (c) above;

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

(i) 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;

(j) 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; and

(k) The Local Government Surplus Funds Trust Fund as described in Section 218.405, Florida Statutes, or the corresponding provisions of subsequent laws.

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

"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 the Bonds of a Series 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.

"Operation and Maintenance Assessments" shall mean assessments described in Section 190.021(3) 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:

(a) Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation;

(b) 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;

(c) 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

(d) 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 hereof.

"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.

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

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

"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, including but not limited to "true-up payments" due as part of the Assessments or an applicable agreement. Interest may be required to be paid with a Prepayment, but for purposes of this definition, Prepayments shall not include any interest paid on such Assessments.

"Property Appraiser" shall mean the Property Appraiser of Brevard 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 any 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 Bonds then Outstanding.

"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.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"S&P" shall mean S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, a limited liability company organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such entity 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 semi-annual 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 a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Capitalized Interest Account" shall mean the account within a Series Debt Service Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

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

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

"Series Interest Account" shall mean the account within a Series Debt Service Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Optional Redemption Subaccount" shall mean the subaccount within a Series Redemption Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"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 Prepayment Subaccount" shall mean the subaccount within a Series Redemption Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Principal Account" shall mean the account within a Series Debt Service Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"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.

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

"Series Redemption Account" shall mean the account within a Series Debt Service Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

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

"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 a Series of Bonds; provided, however, that unless otherwise provided in the Supplemental Indenture relating to a Series of Bonds, as of any date of calculation for a particular Series Reserve Account, the "Series Reserve Account Requirement" shall be an amount equal to the lesser of (a) the Maximum Annual Debt Service Requirement for all Bonds of such Series then Outstanding, (b) 125% of the average annual debt service for all Bonds of such Series then Outstanding, or (c) the aggregate of ten percent (10%) of the proceeds of the Bonds of such Series calculated 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 (y) 110% of the daily average interest rate on such Variable Rate Bonds during the twelve (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 (z) the actual rate of interest borne by such Variable Rate Bonds on such date of calculation; provided, in no event shall 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 in accordance with clause (c) of this 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 Account Requirement for a Series is zero.

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

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

"Series Trust Estate" shall mean the Trust Estate for a Series of Bonds established by Supplemental Indenture for such Series of Bonds.

"State" shall mean the State of Florida.

"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.

"Tax Collector" shall mean the Tax Collector of Brevard 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.

"Tax Regulatory Covenants" shall mean the covenants of the District necessary for the preservation of the excludability of interest thereon from gross income for federal income tax purposes, as such covenants shall be amended from time to time upon written instructions from Bond Counsel.

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

"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 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 State 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 Trust Company, National Association with its designated office in Fort Lauderdale, 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 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.

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 State law shall be deemed to include any and all amendments thereto.

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 hereof. 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 and, as may be provided in such Supplemental Indenture, 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 be Current Interest Bonds, Variable Rate Bonds, Capital Appreciation Bonds, Option Bonds or any combination thereof and may be secured by a Credit Facility 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 registration 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 Fort Lauderdale, Florida; provided, however, that presentation shall not be required if the Bonds are in book-entry only form. 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 in aggregate principal amount of the Bonds or, if less than such amount, all of the Bonds then Outstanding). 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 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 each Bond. 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 reconversion 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, 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.

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.

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 the State. 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, 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.

(a) 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 Series Project or Series Projects or refunding a Series of Bonds or any portion thereof then Outstanding; and

(ii) depositing the Series Reserve Account Requirement to the Series Reserve Account for such Series of Bonds.

(b) 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 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 Tax-Exempt 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 the initial purchasers.

Execution of a Series of Bonds by the District shall be conclusive evidence of satisfaction of the conditions precedent set forth in this Section 207(b) as to the District and payment to the Trustee of the initial purchase price for a Series of Bonds shall be conclusive evidence of satisfaction of the conditions precedent set forth in this Section 207(b) as to the underwriter of such Series of Bonds.

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 of the District.

(c) 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 Capitalized Interest Account;

(ii) an amount equal to the Series Reserve Account Requirement or the initial cost of satisfying the Series Reserve Account Requirement if not satisfied by the deposit of cash, 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. Mutilated, Destroyed or Lost Bonds. If any Bonds become mutilated, destroyed or lost, the District may cause to be executed and 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 209. Parity 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 on parity 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 210. 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 of Bonds. 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 Series 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 and renewals thereof shall be payable from any moneys of the District available therefor or from the proceeds of the sale of the Series of Bonds in anticipation of which such Bond Anticipation Notes are issued. The proceeds of sale of Bond Anticipation Notes

shall be applied to the purposes for which the Bonds anticipated by such 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 Capitalized 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. The Trustee shall have no duties or obligations to the holders of such Bond Anticipation Notes unless specifically so authorized by the resolution of the District authorizing the issuance of such Bond Anticipation Notes and unless the Trustee accepts in writing such duties and obligations.

Section 211. Tax Status of Bonds. Any Series of Bonds issued under this Master Indenture may be issued either as Tax-Exempt Bonds or 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.

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 a Series shall be called for redemption, the particular Bonds of such 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 hereinafter 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 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 of Bonds.

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 the 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, which notice shall set forth the terms of the redemption and the aggregate principal amount of Bonds to be redeemed. Except as otherwise provided herein, 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 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: (a) the numbers of the Bonds to be redeemed, by giving the individual certificate number of each Bond to be redeemed (or stating that all Bonds between two stated certificate numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption); (b) the CUSIP numbers of all Bonds being redeemed; (c) in the case of a partial redemption of Bonds, the principal amount of each Bond being redeemed; (d) the date of issue of each Bond as originally issued and the complete official name of the Bonds including the Series designation; (e) the rate or rates of interest borne by each Bond being redeemed; (f) the maturity date of each Bond being redeemed; (g) the place or places where amounts due upon such redemption will be payable; and (h) the notice date, redemption date, and Redemption Price. The notice shall require that such Bonds be surrendered at the designated corporate trust office of the Paying Agent for redemption at the Redemption Price and shall state that further interest on such Bonds will not accrue from and after the redemption date; provided, however, that such presentation shall not be required while such Bonds are registered in book-entry only format. CUSIP number identification with appropriate dollar amounts for each CUSIP number also shall accompany all redemption payments.

Any required notice or redemption shall also 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 at least two of the national information services that disseminate securities redemption notices in accordance with the then-current guidelines of the Securities and Exchange Commission, 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, 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 pursuant to the provisions of Section 511 hereof.

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 there shall be deposited to the credit of the Series Acquisition and Construction Accounts 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 IV 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 transfer to an account specified by the payee upon satisfaction of the conditions for disbursement set forth in Section 503(b) hereof.

Section 403. Cost of a Series Project. For the purposes of this Master Indenture, the Cost of a 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 State law, or this Master Indenture, the following:

(a) ***Expenses of Bond Issuance***. All expenses and fees relating to the issuance of the Bonds, including, but not limited to, initial Credit Facility or Liquidity Facility fees and costs, attorneys' fees, underwriting fees and discounts, the Trustee's acceptance fees and costs, 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.

(b) ***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 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, 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 Series Capitalized 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 Series Acquisition and Construction Account, together with earnings thereon, will be sufficient to pay for the remaining Costs of the related Series Project which are to be funded from such Series Acquisition and Construction Account.

(c) ***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 a Series Project or which are necessary or convenient to acquire, install and construct a 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.

(d) ***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 a Series Project, and including without limitation costs incident to the award of contracts.

(e) ***Other Professional Fees and Miscellaneous Expenses***.

(i) All legal, architectural, engineering, survey, and consulting fees, as well as all financing charges, taxes, insurance premiums, and miscellaneous expenses, not specifically referred to in this Master Indenture that are incurred in connection with the acquisition and construction of a Series Project.

(ii) Expenses of determining the feasibility or practicality of acquisition, construction, installation, or reconstruction of a Series Project.

(iii) Costs of surveys, estimates, plans and specifications.

(iv) Costs of improvements.

(v) Financing charges.

(vi) Creation of initial reserve and debt service funds.

(vii) Working capital.

(viii) Amounts to repay Bond Anticipation Notes or loans made to finance any costs permitted under the Act.

(ix) 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.

(x) 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.

(xi) Expenses of management and supervision of a Series Project.

(xii) Costs of effecting compliance with any and all governmental permits relating to a Series Project.

(xiii) Payments, contributions, dedications, fair share or concurrency obligations and any other exactions as a condition to receive any government approval or permit necessary to accomplish any District purpose (including but not limited to impact fees, utility connection fees, school concurrency fees, etc.).

(xiv) Any other "cost" or expense as provided by the Act.

(f) ***Refinancing Costs***. All costs described in (a) through (e) 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 Prepayment Subaccount in the Series Redemption Account, or as otherwise provided in the Supplemental Indenture, and used for the purposes set forth for such Subaccount in the Supplemental Indenture relating to such Series of Bonds.

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 Series 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. The following funds 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 separate 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 of Bonds issued hereunder;

(c) Debt Service Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds,

(i) a Series Debt Service Account, and therein a Series Interest Account, a Series Principal Account, a Series Sinking Fund Account and a Series Capitalized Interest Account, and

(ii) a Series Redemption Account and therein a Series Prepayment Subaccount and a Series Optional Redemption Subaccount,

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 Accounts or dispense with the 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 Series Acquisition and Construction Account in the Acquisition and Construction Fund, as promptly as practicable, the following amounts received by it:

(i) the amount set forth in the Supplemental Indenture relating to such Series of Bonds;

(ii) 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;

(iii) the balance of insurance proceeds with respect to the loss or destruction of the Series Project or any portion thereof;

(iv) amounts received from a governmental entity pursuant to an interlocal agreement or other similar agreement between the District and such governmental entity providing for the payment by such governmental entity of a portion of the Costs of a Series Project;

(v) amounts received from impact fee credits and/or utility connection fee credits; and

(vi) such other amounts as may be provided in a Supplemental Indenture.

Amounts in such Series Acquisition and Construction Account shall be applied to the Cost of the Series Project.

(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 attached 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 either the accuracy or validity of the items delivered pursuant to this Section 503(b) or whether such amount is properly payable hereunder or under the Supplemental Indenture for such Series of Bonds.

(c) ***Inspection***. All requisitions and certificates received by the Trustee pursuant to this Article V 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 of a Series Project, the balance in the related Series 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. The Trustee shall have no duty to determine whether the Date of Completion has occurred and the Trustee shall not be deemed to have knowledge that the Date of Completion has occurred until the Trustee has received the certificate of the Consulting Engineer establishing such Date of Completion as specified in the definition of Date of Completion in Section 101 hereof.

Section 504. Revenue Fund. 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 all such Pledged Revenues with the Trustee (including Prepayments, which shall be identified as such by the District at the time of deposit with the Trustee), and the Trustee shall immediately deposit all such Pledged Revenues, when received, into the related Series Revenue Account and immediately deposit all Prepayments, when received, into the related Series Prepayment Subaccount in the Series Redemption Account, unless otherwise provided for in the Supplemental Indenture relating to a Series of Bonds.

Section 505. Debt Service Fund.

(a) ***Principal, Maturity Amount, Interest and Amortization Installments***. Except as otherwise provided in a Supplemental Indenture, 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 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;

(v) to the Series Reserve Account, an amount, if any, which, together with other amounts, if any, then on deposit therein, will equal the Series Reserve Account Requirement; and

(vi) to 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 pay 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, Series Sinking Fund Account and Series Redemption Account in each Bond Year equals the interest payable on the Bonds of such Series in such Bond Year, the principal amount of all Serial Bonds payable in such Bond Year, the Maturity Amount of all Capital Appreciation Bonds due in such Bond Year and the Amortization Installments required to be paid in such Bond Year, and (ii) any amounts remain in the Series Revenue Account on November 2 of such Bond Year, 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 and 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 Prepayment Subaccount of the Series Redemption Account. Upon the occurrence and continuance of an Event of Default hereunder, the foregoing transfer to the Series Prepayment Subaccount shall not be made.

(c) ***Series Reserve Account***. Except as otherwise provided for herein or in a Supplemental Indenture, moneys held for the credit of a Series Reserve Account shall be used for the purpose of paying 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.

(d) ***Series Debt Service Account***. Moneys held for the credit of a Series Interest Account, Series Principal Account and Series Sinking Fund 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 Bonds of such Series, the Maturity Amount of Capital Appreciation Bonds of such Series and the Amortization Installments of Term Bonds of such Series, as the case may be.

(e) ***Series Redemption Account***. Moneys representing Prepayments on deposit in a Series Prepayment Subaccount 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 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 hereof. 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 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 of Bonds to the aggregate principal amount of all Series of Bonds then 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 hereof. 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, provided however, that consistent with Section 301, such price does not exceed the highest Redemption Price, which is 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 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 deposit in the related Series Sinking Fund Account with which to pay the principal portion of the purchase price of any Term Bonds, the Trustee may, at the written direction of the District, transfer moneys into such related Series Sinking Fund 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 of the District to the Trustee accompanied by a certificate of an Authorized Officer: (A) stating that sufficient moneys are on deposit in the Series Redemption Account to pay the purchase price of such Bonds; (B) setting forth the amounts and maturities of Bonds of such Series which are to be redeemed from such amounts; and (C) containing cash flows which demonstrate that, after giving effect to the purchase of Bonds in the amounts and maturities set forth in clause (B) 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 and 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 Sinking Fund 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 preceding sentence from amounts on deposit in the related Series Sinking Fund Account and the Trustee may transfer moneys from the related Series Revenue Account to the related Series Sinking Fund 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: (X) stating that sufficient moneys are on deposit in the Series Sinking Fund 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; (Y) 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 (Z) containing cash flows 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 (Y) 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 Series 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 Installments 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 Bonds.

Section 507. Rebate Fund.

(a) ***Creation***. There is created and established by Section 502 hereof 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 507, the District shall pay, from any legally available source, the amount of any such deficiency to the United States as provided in paragraph (b) above. The Trustee shall have no duty to pay such deficiency 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 order to preserve the exclusion of interest on the Tax-Exempt 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 Accounts for such Series of Bonds shall be invested as hereinafter in this Section 508 provided.

(a) ***Series Acquisition and Construction Account, Series Revenue Account and Series Debt Service Account***. Moneys held for the credit of a Series Acquisition and Construction Account, a Series Revenue Account, and a 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 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 to 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 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 thus calculated by the number of days having passed since such purchase; and (i) in the case of an obligation purchased at a premium by deducting the product thus obtained from the purchase price, and (ii) in the case of an obligation purchased at a discount by adding the product thus obtained to the purchase price.

Section 509. Deficiencies and Surpluses in Funds and Accounts. For purposes of this Section 509, (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 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 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 Revenue Account, or as otherwise provided in the related Supplemental Indenture.

Section 510. Investment Income. Unless otherwise provided in a Supplemental Indenture, earnings on Investments in a Series Acquisition and Construction Account, a Series Interest Account, a Series Capitalized Interest Account and a Series Revenue Account shall be retained, as realized, to the credit of such Account and used for the purpose of such Account. Unless otherwise provided in a Supplemental Indenture, earnings on investments in the Funds and Accounts other than a Series Reserve Account and other than as set forth above shall be deposited, as realized, to the credit of such Series Revenue Account and used for the purpose of such Account.

Earnings on investments in a Series Reserve Account shall, unless otherwise 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 to the Series Revenue Account; or

(b) if there was a 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, 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 retained in 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 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 upon request of the District execute a certificate in duplicate describing the Bonds so destroyed. One executed certificate shall be filed 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 VI, 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 whatsoever 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 its reasonable expenses and disbursements, including the reasonable fees and expenses of Trustee's counsel, and to the extent permitted under State 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 other than moneys from a Credit Facility or Liquidity Facility. This Section 604 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 on 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 defaults of which the Trustee has actual knowledge, unless such defaults have been remedied (the term "defaults" for purposes of this Section 606 and Section 607 being defined to include the events specified as "Events of Default" in Section 902 hereof, but not including any notice or periods of grace

provided for therein) 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 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 twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding and affected by such default. 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, or any action that would require the Trustee to expend its own funds, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to 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 of Bonds as to which such 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 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 twenty percent (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 and any Liquidity Facility issuer, to the appointment of such successor Trustee. If an Event 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, any 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, except for the predecessor's rights under Section 604 hereof. 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, entity or purchaser into which any Trustee hereunder may be merged or with which it may be consolidated or into which all or substantially all of its corporate trust assets shall be sold or its operations conveyed, or any corporation, entity or purchaser resulting from any merger, consolidation or sale 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, entity or purchaser continuing to act as Trustee hereunder shall meet the requirements of Section 614 hereof, and if such corporation, entity or purchaser 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 a 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 successor Paying Agent 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 the Trustee, an instrument or instruments in writing executed by an Authorized Officer appointing a successor. Such removal shall be effective thirty (30) days after delivery of the instrument (or such longer period as may be set forth in such 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 so appointed 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 shall (a) be a commercial bank or trust company duly organized under the laws of the United States or any state or territory thereof, authorized by law to perform all the duties imposed upon it by this Master Indenture, and capable of meeting its obligations hereunder, and (b) 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, such predecessor 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 Bond Registrar shall pay over and deliver to the successor Paying Agent or Bond Registrar all moneys and other assets at the time held by it hereunder.

Section 622. Successor by Merger or Consolidation. Any corporation, entity or purchaser into which any Paying Agent or Bond Registrar hereunder may be merged, converted or sold 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, entity or purchaser resulting from any merger, consolidation or sale 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.

Section 625. Public Records Laws. The Trustee understands and agrees that all documents of any kind provided to the District in connection with this Indenture may be public records, and, accordingly, the Trustee agrees to comply with all applicable provisions of Florida law (if any) in handling such records, including but not limited to Section 119.0701, Florida Statutes.

IF THE TRUSTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TRUSTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS INDENTURE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276-0889, GILLYARDD@WHHASSOCIATES.COM AND 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

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 Funds or Accounts for the benefit of a Series of Bonds shall:

(a) be used only for the purposes and in the manner provided herein and in the Supplemental Indenture relating to such Series of Bonds 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 Account in the Rebate Fund;

(c) be held and accounted for separate and apart from all other Funds and Accounts, including 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 parity obligations to issuers of Credit Facilities or Liquidity Facilities with respect to such Series 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 parity obligations to issuers of Credit Facilities 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) or Section 905(b) 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 Facilities 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 Series 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.

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 hereby 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 all times, to 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 Revenues. 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: (a) 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 (b) 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 applied as provided in the corresponding Supplemental Indenture. The District may from time to time sell or lease such other property forming part 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 Engineer shall in writing approve such sale or lease, and the proceeds of any such sale shall be 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 applied as provided in the corresponding Supplemental Indenture.

Notwithstanding the foregoing, the District may: (a) 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 are pledged 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 (b) 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 (c) 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. Accounts and Reports.

(a) ***Annual Report***. The District shall, within thirty (30) 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 (i) 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 (ii) statements of all receipts and disbursements of the Pledged 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 Bonds held in book-entry form) of more than $1,000,000 aggregate principal amount of any Series of Bonds who requests such information in writing to the District.

(b) ***No Default Certificate***. The District shall file with the Trustee, so long as any Bonds are Outstanding, a certificate of an Authorized Officer upon the occurrence of an Event of Default as described in Section 902(h) hereof, such certificate to contain a description of the nature of such Event of Default and actions taken or to be taken to remedy such Event of Default.

(c) ***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 office of the District upon the giving of at least five (5) days advance written notice to the District or the Trustee, as the case may be.

(d) ***Reports Pursuant to Uniform Special District Accountability Act of 1989***. The District covenants and agrees that it will comply with the provisions of Chapter 189.01 et seq., Florida Statutes, 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 any Tax-Exempt Bonds to become "arbitrage bonds" as defined in Section 148 of the Code. 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 Code) 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 the Rebate Amount at the time and place required by this Master Indenture, any Supplemental Indenture, and the Tax Regulatory Covenants.

Section 810. Enforcement of Payment of Assessments. 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, Benefit Special Assessments, and/or any other sources 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 Assessments in accordance with applicable State 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 shall be enforced in accordance with the provisions of Chapters 170

and/or 197, Florida Statutes, including but not limited to the sale of tax certificates and tax deeds as regards such Delinquent Assessment. In the event the provisions of Chapter 197, Florida Statutes, are inapplicable or unavailable, or in the event that an Assessment or Benefit Special Assessment was directly collected by the District, as permitted by a Supplemental Indenture, then upon the delinquency of any such Assessment or Benefit Special Assessment, 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 Bonds of such Series then Outstanding, 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 method now or hereafter provided by law for the foreclosure of mortgages on real estate, or pursuant to the provisions of Chapters 170 and 173, and Section 190.026, 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 annual installment, a list of all Delinquent Assessments together with a copy of the District's annual audit (if available), 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 197.432, 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 Delinquent 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 or Benefit Special 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 Assessments 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 thirty (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 required to take the measures provided by law for the listing for sale of property acquired by it as trustee for the benefit of the Owners of the related Series of Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee or the Majority Owners of the Bonds of such Series then Outstanding.

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 create 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 State law.

Section 816. Re-Assessments. If any Assessment or Benefit Special Assessment 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 Assessment or Benefit Special Assessment is so irregular or defective that it cannot be enforced or collected, or if the District shall have omitted to make such Assessment or Benefit Special Assessment when it might have done so, the District shall either: (a) 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 (b) 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 Assessment shall also be annulled, the District shall obtain and make other Assessments 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, such Series of Bonds shall be within every debt and other limit prescribed by the laws of the State applicable to the District.

The District shall not enter into any contract or take any action by which the rights of the Trustee or the Owners may be impaired and shall, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this Master Indenture and any Supplemental Indenture. For so long as any Bonds are Outstanding hereunder, unless otherwise provided by the Act, the District shall maintain its corporate existence as a local unit of special purpose government under the Act and shall provide for or otherwise require all Series Projects, and all parts thereof owned by the District to be (a) continuously operated, repaired, improved and maintained as shall be necessary to provide adequate service to the lands benefited thereby, and (b) in compliance with all valid and applicable laws, acts, rules, regulations, permits, orders, requirements and directions of any competent public authority.

Section 818. Continuing Disclosure. The District covenants and agrees that it will comply with and carry out all of the provisions of any Continuing Disclosure Agreement. Notwithstanding any other provision of this Master Indenture or any Supplemental Indenture, failure of the District or any other obligated person to comply with any Continuing Disclosure Agreement shall not be considered an Event of Default hereunder; however, the Trustee may (and, at the request of any participating underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Bonds of a Series then Outstanding and receipt of indemnity to its satisfaction, shall) or any Owner or Beneficial Owner of the Bonds of a Series then Outstanding may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the District to comply with its obligations under this Section 818. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

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 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 the related Series Project;

(d) The District is adjudged insolvent by a court of competent jurisdiction, or is adjudged 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 or Benefit Special Assessments pledged to a Series of Bonds 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);

(h) The District shall default in the due and punctual performance of any of the material covenants, conditions, agreements and provisions contained in the Bonds of such Series or in this Master Indenture or in the Supplemental Indenture relating to such Series of Bonds on the part of the District to be performed (other than a default in the payment of Debt Service on the related Series of Bonds when due, which is an Event of Default under subsection (a) above) and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the District by the Trustee or, if the Trustee is unwilling or unable to act, by Owners of not less than ten percent (10%) in aggregate principal amount of the Bonds of such Series then Outstanding and affected by such default; and

(i) More than twenty percent (20%) of the Operation and Maintenance Assessments levied by the District on tax parcels subject to Assessments or Benefit Special 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 in clauses (a) through (i) of Section 902 above with respect to a Series of Bonds, the Trustee shall, upon written direction of the Majority Owners of the Bonds of such Series then Outstanding, by a notice in writing to the District, declare the aggregate principal amount of all of the Bonds of such Series 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 Bonds of such Series or in this Master Indenture or in the Supplemental Indenture authorizing such Series of Bonds 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 (except the aggregate principal amount of any Bonds of such Series then Outstanding that is only due because of a declaration under this Section 903, and except for the interest accrued on the Bonds of such Series since the last Interest Payment Date), and all amounts then payable by the District hereunder 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 Bonds of such

Series then Outstanding that is due only because of a declaration under this Section 903) shall have been remedied, then the Trustee or, if the Trustee is unable or unwilling to act, the Majority Owners of such Series of Bonds then Outstanding not then due except by virtue of a declaration under this Section 903, 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.

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 State 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.

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: (a) an Event of Default shall have occurred and is continuing; (b) the Majority Owners of the Bonds of such Series then Outstanding have requested the Trustee, in writing, to exercise the powers granted in the first paragraph of this Section 904 or to pursue such remedy in its or their name or names; (c) the Trustee has been offered indemnity satisfactory to it against costs, expenses and liabilities reasonably anticipated to be incurred; (d) 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 (e) no direction inconsistent with such request has been given to the Trustee during such sixty (60) day period by the Majority Owners of the Bonds of such Series then Outstanding. The provisions of the 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, 912 and the second paragraph of this Section 904. No Owner or Owners of such Series of Bonds shall have any right in any manner whatsoever to enforce 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 Operation and Maintenance Assessments, the provisions for the foreclosure of liens of Delinquent Assessments, including delinquent Direct Billed Operation and Maintenance 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 (y) 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 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 (z) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

Section 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 IX 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 hereof, 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 hereof, 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 Series.

(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 hereof, and if such declaration shall thereafter have been rescinded and annulled pursuant to the provisions of Section 903 hereof, 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 hereof, 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 905 are in all respects subject to the provisions of Section 901 hereof.

Whenever moneys are to be applied pursuant to this Section 905, 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 available 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 acts 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 Bonds of a Series shall have any right in any manner whatsoever 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.

Section 910. Right to Enforce Payment of Bonds. Nothing in this Article IX 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. Provisions 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, or tax parcels which are in the aggregate, subject to at least five percent (5%) of the Assessments pledged to the Bonds of a Series then 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 make a reasonable attempt to timely seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds of a Series then 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 then Outstanding, the Bonds of such Series then Outstanding or any rights of the Trustee under the Indenture (provided, however, the Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Bonds of such Series then Outstanding, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following delivery to the Trustee of a written request for consent);

(ii) the District hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Assessments relating to the Bonds of a Series then Outstanding, the Bonds of such Series then 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 make a reasonable attempt to timely seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, the Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Bonds of such Series then Outstanding, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following delivery to the Trustee of a written request for consent);

(iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the Assessments relating to the Bonds of a Series then 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 then 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 by the Trustee in such Proceeding 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 the Trustee's enforcement of the District's claim and rights with respect to the Assessments relating to the Bonds of a Series then 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 to (A) file a proof of claim with respect to the Assessments pledged to the Bonds of a Series then Outstanding, (B) deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (C) defend any objection filed to said proof of claim.

The District acknowledges and agrees that it shall not be a defense to a breach of the foregoing covenants that it has acted on advice of counsel in not complying with the foregoing covenants.

(c) Nothing in this Section 913 shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for Operation and Maintenance Assessments, and the District shall be free to pursue such a claim for Operation and Maintenance Assessments in such manner as it shall deem appropriate in its sole and absolute discretion; provided, however, that such claim shall not seek to reduce the amount or receipt of Assessments. Any actions taken by the District in pursuance of its claim for Operation and Maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Assessments relating to the Bonds of a Series then Outstanding whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (b)(iv) 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 X 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.

ARTICLE XI
SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Without Owner 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; 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 which defease and discharge the 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 Bonds then Outstanding; or

(f) to make such changes as may be necessary in order to reflect amendments to Chapters 170, 190, 197 and 298, Florida Statues, or any other Florida Statutes, so long as, in the opinion of counsel to the District, such changes either: (i) do not have a material adverse effect on the Owners of each Series of Bonds to which such changes relate; or (ii) 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 Bonds then Outstanding, upon which opinion the Trustee may conclusively rely.

Section 1102. Supplemental Indentures With Owner Consent.

(a) Subject to the provisions contained in this Section 1102, and not otherwise, the Majority Owners of Bonds 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 purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of 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,

(i) an extension of the maturity of, or an extension of the Interest Payment Date on, any Bond;

(ii) a reduction in the principal, premium, or interest on any Bond;

(iii) a preference or priority of any Bond over any other Bond; or

(iv) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture.

(b) In addition to the foregoing, the Majority Owners of any Series of Bonds 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 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,

(i) an extension of the maturity of, or an extension of the Interest Payment Date on, any Bond of such Series;

(ii) a reduction in the principal, premium, or interest on any Bond of such Series;

(iii) a preference or priority of any Bond of such Series over any other Bond of such Series; or

(iv) a reduction in the aggregate principal amount of the Bonds of such Series required for consent to such indenture supplemental to the Supplemental Indenture.

(c) 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 1102 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 1102.

(d) 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 then 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 indentures supplemental to a Supplemental Indenture, no such indenture shall be effective unless and until there shall have been delivered to the Trustee, at the expense of the District, an 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 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 XI 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. The Trustee is not obligated to execute any amendment that is adverse to the interests of the Trustee.

Section 1105. Insurer or Issuer of a Credit Facility or Liquidity Facility as Owner of Bonds.

(a) As long as a Credit Facility or Liquidity Facility securing all or a portion of the Bonds of a Series then Outstanding is in effect and the issuer thereof is not in default of any of its obligations under such Credit Facility or Liquidity Facility, as the case may be, the issuer of the Credit Facility or Liquidity Facility or the Insurer, to the extent so authorized in the applicable Supplemental Indenture, will be deemed to be the Owner of the Bonds of such Series secured by the Credit Facility or Liquidity 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 Bonds of such Series then 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.

(b) Notwithstanding the foregoing, neither an Insurer nor the issuer of a Credit Facility 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 then Outstanding or of any installment of interest thereon; or

(ii) a reduction in the principal amount or the Redemption Price thereof or in rate 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 amendment; 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 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 Bonds then Outstanding 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 this Master Indenture, such Bonds shall cease to be entitled to any lien, benefit or security under this Master Indenture, and all covenants, agreements and obligations of the District to the Owners of 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 nor 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 this Master Indenture, except to the extent that the lien, benefit and security of this Master Indenture and the obligations of the District hereunder shall be limited solely to and such Bonds shall be secured solely by and be payable solely from the moneys or Federal Securities so deposited.

(b) Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust 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 1201. All Bonds of any particular maturity or Series then Outstanding 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 hereof notice of redemption of such Bonds on such date;

(ii) there shall have been deposited with the Trustee either moneys in an amount 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 registered Owner of Bonds then Outstanding at the address, if any, appearing upon the registration books of the District, a notice to the registered Owners of such Bonds and to the Bond Registrar that the deposit required by (ii) above has been made 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.

(c) 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, and to the extent all obligations under any Letter of Credit Agreement and any Liquidity Agreement are satisfied, as determined by an Insurer or an issuer of any Credit Facility or 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 cash 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 and any Liquidity Agreement, on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over as received by the Trustee to the District, free and clear of any lien, pledge or security interest securing such Bonds or otherwise existing under this Master Indenture.

For the purposes of this provision, Federal Securities means and includes only such securities which shall not be subject to redemption prior to their maturity other than at the option of the holder thereof.

(d) 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 any Letter of Credit Agreement and any Liquidity Agreement pursuant to the provisions of this Section 1201, 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, any Letter of Credit Agreement or any Liquidity Agreement.

(e) 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, the Series Sinking Fund 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 (e) 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 (e). 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 and 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, any Letter of Credit Agreement or any Liquidity Agreement.

(f) Anything in this Master Indenture to the contrary notwithstanding, any moneys held by the Trustee or any Paying Agent in trust 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 registration 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.

(g) 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.

(h) Anything in this Master Indenture to the contrary notwithstanding, the provisions of the foregoing subsections (b) through (g) 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 then Outstanding" were a reference to the "Bonds of such Series then Outstanding."

Section 1202. Moneys Held in Trust. All moneys and obligations held by an escrow or paying agent or trustee pursuant to this Section 1202 shall be held in trust 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 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:

To the District, addressed to:

Cypress Bay West Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road
Suite 410W
Boca Raton, Florida 33431

To the Trustee, addressed to:

U.S. Bank Trust Company, National Association
500 West Cypress Creek Road
Suite 460
Fort Lauderdale, Florida 33309
Attention: Corporate Trust Department

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 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.

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 shall govern their construction.

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

[Remainder of Page Intentionally Left Blank]

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

(SEAL)

CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chairman/Vice Chairman

ATTEST:

By: _____
Secretary/Assistant Secretary

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

By: _____
Vice President

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

(SEAL)

CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chairman/Vice Chairman

ATTEST:

By: _____
Secretary/Assistant Secretary

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

By: _____
Vice President

EXHIBIT A

FORM OF REQUISITION

The undersigned, an Authorized Officer of Cypress Bay West Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of July 1, 2023, as amended and supplemented by the [_____] Supplemental Trust Indenture between the District and the Trustee, dated as of [_____] (collectively, the "Indenture"). All capitalized terms used herein shall have the meaning ascribed to such term in the 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, Account or subaccount from which disbursement is 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/or construction of the [_____] Project and each represents a Cost of the [_____] Project, and has not previously been paid out of such Account or subaccount;

OR

☐ this requisition is for Costs of Issuance payable from the [_____] Costs of Issuance Account that has not previously been paid out of such Account.

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

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

Originals or copies of the invoice(s) from the contractor of the improvements acquired or services rendered (or other equivalent supporting documents) with respect to which disbursement is hereby requested are on file with the District.

CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT

By: _____
Authorized Officer

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

If this requisition is for a disbursement from other than the [_____] Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the [_____] Project and is consistent with (i) the applicable acquisition or construction contract, (ii) the plans and specifications for the portion of the [_____] Project with respect to which such disbursement is being made, and (iii) the report of the Consulting Engineer attached as an Exhibit to the [_____] Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

_____
Consulting Engineer

SECOND SUPPLEMENTAL TRUST INDENTURE

BETWEEN

CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT

AND

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,

AS TRUSTEE

Dated as of December 1, 2026

$[Bond Amount] Capital Improvement Revenue Bonds, Series 2026
(Assessment Area Two)

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

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SECOND SUPPLEMENTAL TRUST INDENTURE

THIS SECOND SUPPLEMENTAL TRUST INDENTURE (this "Second Supplemental Indenture") is dated as of December 1, 2026, between **CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT** (the "District") and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as trustee (the "Trustee"), a national banking association, authorized to accept and execute trusts of the character herein set forth, with its designated corporate trust office located at 500 West Cypress Creek Road, Suite 460, Fort Lauderdale, Florida 33309, Attention: Corporate Trust Department.

WHEREAS, the District entered into a Master Trust Indenture, dated as of July 1, 2023 (the "Master Indenture" and together with this Second Supplemental Indenture, the "Indenture"), with the Trustee to secure the issuance of its Cypress Bay West Community Development District Capital Improvement Revenue Bonds (the "Bonds"), issuable in one or more Series from time to time; and

WHEREAS, pursuant to Resolution No. 2022-26, adopted by the Governing Body of the District on April 6, 2022, the District has authorized the issuance, sale and delivery of not to exceed $64,655,000 of Bonds, 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 Eighteenth Judicial Circuit of Florida, in and for Brevard County on July 28, 2022, the appeal period for which expired with no appeal having been taken; and

WHEREAS, the Governing Body of the District duly adopted Resolution No. 2022-25, on April 6, 2022, providing for the acquisition, construction and installation of assessable capital improvements (the "Capital Improvement Plan"), providing estimated Costs of the Capital Improvement Plan, defining assessable property to be benefited by the Capital Improvement Plan, defining the portion of the Costs of the Capital Improvement Plan with respect to which Assessments will be imposed and the manner in which such Assessments shall be levied against such benefited property within the District, directing the preparation of an assessment roll, and stating the intent of the District to issue Bonds of the District secured by such Assessments to finance the Costs of the acquisition, construction and installation of the Capital Improvement Plan and the Governing Body of the District duly adopted Resolution No. 2022-30, on June 15, 2022, following a public hearing conducted in accordance with the Act, to fix and establish the Assessments and the benefited property; and

WHEREAS, pursuant to Resolution No. 2027-02, adopted by the Governing Body of the District on October 1, 2026, the District has authorized the issuance, sale and delivery of, among other things, its $[Bond Amount] Cypress Bay West Community Development District Capital Improvement Revenue Bonds, Series 2026 (Assessment Area Two) (the "Series 2026 Bonds"), which are issued hereunder as an issue of Bonds under the Master Indenture, and has ratified and confirmed

the Master Indenture and authorized the execution and delivery of this Second Supplemental Indenture to secure the issuance of the Series 2026 Bonds and to set forth the terms of the Series 2026 Bonds; and

WHEREAS, the District will apply the proceeds of the Series 2026 Bonds to (a) finance a portion of the Cost of acquiring, constructing and equipping assessable improvements comprising the Assessment Area Two Project (hereinafter defined), (b) pay certain costs associated with the issuance of the Series 2026 Bonds, (c) make a deposit into the Series 2026 Reserve Account to be held for the benefit of all of the Series 2026 Bonds, and (d) pay a portion of the interest to become due on the Series 2026 Bonds; and

WHEREAS, the Series 2026 Bonds will be payable from and secured in part by revenues derived from Assessments imposed, levied and collected by the District in accordance with the Series 2026 Assessment Proceedings (hereinafter defined) with respect to property specially benefited by the Assessment Area Two Project (the "Series 2026 Assessments"); and

WHEREAS, the execution and delivery of the Series 2026 Bonds and of this Second Supplemental Indenture have been duly authorized by the Governing Body of the District and all things necessary to make the Series 2026 Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Second Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the Series 2026 Trust Estate (hereinafter defined) have been done;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS SECOND SUPPLEMENTAL 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 2026 Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price of, and interest on, all Series 2026 Bonds Outstanding from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this Second Supplemental Indenture and in the Series 2026 Bonds (a) has executed and delivered this Second 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 established under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions of the Master Indenture pertaining to the application thereof for or to the

purposes and on the terms set forth in the Master Indenture, the revenues derived by the District from the Series 2026 Assessments (the "Series 2026 Pledged Revenues") and the Funds and Accounts (except for the Series 2026 Rebate Account) established hereby (the "Series 2026 Pledged Funds") which shall constitute the Series Trust Estate securing the Series 2026 Bonds (the "Series 2026 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, except as in each such case may otherwise be provided in the Master Indenture, upon the terms and trusts in the Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the Series 2026 Bonds issued or to be issued under and secured by this Second Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any one Series 2026 Bond over any other Series 2026 Bond by reason of priority in their issue, sale or execution;

PROVIDED 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 2026 Bonds or any Series 2026 Bond of a particular maturity issued, secured and Outstanding under this Second Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2026 Bonds and this Second Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this Second Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of the Master Indenture and this Second Supplemental Indenture, then upon such final payments, this Second Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Series 2026 Bonds or any Series 2026 Bond of a particular maturity, otherwise this Second Supplemental Indenture shall remain in full force and effect;

THIS SECOND SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Series 2026 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 expressed in the Master Indenture (except as amended directly or by implication by this Second

Supplemental Indenture) and this Second Supplemental Indenture, 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 2026 Bonds, as follows:

ARTICLE I
DEFINITIONS

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

"Arbitrage Certificate" shall mean the Certificate as to Arbitrage and Certain Other Tax Matters of the District dated as of [Closing Date].

"Assessment Area Two" shall mean the 219 platted lots within Phases 6, 7 and 10 of the District and the approximately 42.32 gross acres within Phases 8A and 8B of the District planned to include 164 additional lots, as more fully described in the Engineer's Report and the Assessment Methodology.

"Assessment Area Two Project" shall mean that portion of the Capital Improvement Plan to be financed in part with the proceeds of the Series 2026 Bonds on deposit in the Series 2026 Acquisition and Construction Account, as more particularly described in the Engineer's Report.

"Assessment Methodology" shall mean the Master Special Assessment Methodology Report, dated April 6, 2022, as supplemented by the [Final] Second Supplemental Special Assessment Methodology Report, dated December [__], 2026, each prepared by the Methodology Consultant.

"Authorized Denomination" shall mean, with respect to the Series 2026 Bonds, on the date of issuance, the denomination 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 2026 Bonds at the time of initial delivery of the Series 2026 Bonds, such Beneficial Owner must either execute and deliver to the District and the Underwriter on the date of delivery of the Series 2026 Bonds an investor letter substantially in the form attached hereto as Exhibit D or otherwise establish to the satisfaction of the Underwriter that such Beneficial Owner is an

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

"Beneficial Owners" shall have the meaning given such term by DTC so long as it is the registered Owner through its Nominee, Cede & Co., of the Series 2026 Bonds as to which such reference is made to enable such Series 2026 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.

"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 Series 2026 Bonds as securities depository.

"Collateral Assignment" shall mean the Collateral Assignment Agreement (2026 Bonds / Assessment Area Two) between the District and the Developer, dated as of [Closing Date].

"Completion Agreement" shall mean the Completion Agreement (2026 Bonds / Assessment Area Two) between the District and the Developer, dated as of [Closing Date].

"Continuing Disclosure Agreement" shall mean the Continuing Disclosure Agreement, by and among the District, the Developer, D.R. Horton, Inc., and Wrathell, Hunt & Associates, LLC, as dissemination agent, dated as of [Closing Date].

"Delinquent Assessment Interest" shall mean Series 2026 Assessment Interest deposited by the District with the Trustee on or after May 1 of the year in which such Series 2026 Assessment Interest has, or would have, become delinquent under State law or the Series 2026 Assessment Proceedings applicable thereto.

"Delinquent Assessment Principal" shall mean Series 2026 Assessment Principal deposited by the District with the Trustee on or after May 1 of the year in which such Series 2026 Assessment Principal has, or would have, become delinquent under State law or the Series 2026 Assessment Proceedings applicable thereto.

"Delinquent Assessments" shall mean, collectively, Delinquent Assessment Principal and Delinquent Assessment Interest.

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

"Engineer's Report" shall mean the Engineer's Report, dated April 6, 2022, as supplemented by the Second Supplemental Engineer's Report – 2026 Project, dated September 16, 2026, each prepared by Dewberry Engineers Inc., copies of which are attached hereto as Exhibit A.

"Interest Payment Date" shall mean each May 1 and November 1, commencing May 1, 2027.

"Majority Owners" shall mean the Beneficial Owners of more than fifty percent (50%) in principal amount of the Outstanding Series 2026 Bonds.

"Methodology Consultant" shall mean Wrathell, Hunt & Associates, LLC.

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

"Operation and Maintenance Assessments" shall mean assessments described in Section 190.021(3) or 190.022(1) of the Act, for the maintenance of District facilities or the operations of the District.

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

"Redemption Date" shall mean a Quarterly Redemption Date in the case of a partial redemption of Outstanding Series 2026 Bonds, or any date in the case of the redemption of all of the Outstanding Series 2026 Bonds.

"Reserve Account Release Conditions #1" shall mean, collectively, that (a) all lots subject to the Series 2026 Assessments have been developed and platted, and (b) there are no Events of Default occurring or continuing under the Indenture with respect to the Series 2026 Bonds. The Consulting Engineer shall provide a written certification to the District and the Trustee certifying that the event in clause (a) has occurred and the District Manager shall provide a written certification to the District and the Trustee affirming clause (b), on which certifications the Trustee may conclusively rely.

"Reserve Account Release Conditions #2" shall mean, collectively, that (a) all of the Reserve Account Release Conditions #1 have been satisfied, (b) all lots subject to the Series 2026 Assessments have constructed homes thereon which have each received a certificate of occupancy, (c) all of the principal portion of the Series 2026 Assessments has been assigned to such homes, (d) all Series 2026 Assessments are being collected pursuant to the Uniform Method, and (e) there are no Events of Default occurring or continuing under the Indenture with respect to the Series 2026 Bonds. The District Manager shall provide a written certification to the District and

the Trustee certifying that the events in clauses (a) through (d) have occurred and affirming clause (e), on which certifications the Trustee may conclusively rely.

"Series 2026 Assessment Interest" shall mean the interest on the Series 2026 Assessments which is pledged to the Series 2026 Bonds.

"Series 2026 Assessment Principal" shall mean the principal amount of Series 2026 Assessments received by the District which represents a proportionate amount of the principal of and Amortization Installments of the Series 2026 Bonds, other than applicable Delinquent Assessment Principal and Series 2026 Prepayments.

"Series 2026 Assessment Proceedings" shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2026 Assessments which include Resolution Nos. 2022-25, 2022-30 and 2027-03, adopted by the Governing Body of the District, and any supplemental proceedings undertaken by the District with respect to the Series 2026 Assessments and the Assessment Methodology as approved thereby.

"Series 2026 Assessment Revenues" shall mean all revenues derived by the District from the Series 2026 Assessments, including Delinquent Assessments, proceeds from any foreclosure of the lien of Delinquent Assessments and any statutory interest on the Delinquent Assessments collected by the District in excess of the rate of interest on the Series 2026 Bonds.

"Series 2026 Investment Obligations" shall mean and includes any of the following securities, if and to the extent that such securities are legal investments for funds of the District:

(a) Government Obligations that have a maturity of not more than 365 days from the date of acquisition;

(b) Both (i) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or a regulated investment company (as defined in Section 851(a) of the Code) that is a money market fund that is rated in the highest rating category for such funds by Moody's and S&P at the time of purchase (Aaa-mf and AAAm, respectively), and (ii) shares of money market mutual funds that invest only in Government Obligations;

(c) Money market deposit accounts, time deposits, and certificates of deposits issued by commercial banks, savings and loan associations or mutual savings banks and which bank at the time of purchase has its short-term deposits rated at least "A-1" by S&P or "P-1" by Moody's; and

(d) commercial paper of any entity formed under the laws of the United States of America or any state thereof (having maturities of not more than 270

days) and which commercial paper has a short term rating at the time of purchase of at least "A-1" by S&P and "P-1" by Moody's.

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

"Series 2026 Prepayment Interest" shall mean the interest on the Series 2026 Prepayments received by the District.

"Series 2026 Prepayments" shall mean the excess amount of Series 2026 Assessment Principal received by the District over the Series 2026 Assessment Principal included within a Series 2026 Assessment appearing on any outstanding and unpaid tax bill or direct collect invoice, whether or not mandated to be prepaid in accordance with the Series 2026 Assessment Proceedings. Anything herein or in the Master Indenture to the contrary notwithstanding, the term Series 2026 Prepayments shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.

"Series 2026 Reserve Account Requirement" shall mean an amount equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2026 Bonds, as of the time of any such calculation, until such time as the Reserve Account Release Conditions #1 are met, at which time and thereafter, Series 2026 Reserve Account Requirement shall mean an amount equal to twenty-five percent (25%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2026 Bonds, as of the time of any such calculation, until such time as the Reserve Account Release Conditions #2 are met, at which time and thereafter, Series 2026 Reserve Account Requirement shall mean an amount equal to ten percent (10%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2026 Bonds, as of the time of any such calculation. On the date of initial issuance of the Series 2026 Bonds, the Series 2026 Reserve Account Requirement shall be $[RAR].

"Substantially Absorbed" shall mean the date on which the principal amount of the Series 2026 Assessments equaling at least seventy-five percent (75%) of the then Outstanding principal amount of the Series 2026 Bonds is levied on tax parcels within Assessment Area Two with respect to which a certificate of occupancy has been issued for a structure thereon, as certified by an Authorized Officer and upon which the Trustee may conclusively rely.

"True-Up Agreement" shall mean the True-Up Agreement (2026 Bonds) between the District and the Developer, dated as of [Closing Date].

"Underwriter" shall mean FMSbonds, Inc., the underwriter of the Series 2026 Bonds.

ARTICLE II
AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2026 BONDS

Section 201. Authorization of Series 2026 Bonds; Book-Entry Only Form. The Series 2026 Bonds are hereby authorized to be issued in one Series in the aggregate principal amount of $[Bond Amount] for the purposes enumerated in the recitals hereto to be designated "Cypress Bay West Community Development District Capital Improvement Revenue Bonds, Series 2026 (Assessment Area Two)." The Series 2026 Bonds shall be substantially in the form attached hereto as Exhibit B. Each Series 2026 Bond shall bear the designation "2026R" and shall be numbered consecutively from 1 upwards.

The Series 2026 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2026 Bond for each maturity thereof. Upon initial issuance, the ownership of each such Series 2026 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 2026 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 2026 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 (a) the accuracy of the records of DTC, Cede & Co., or any Bond Participant with respect to any ownership interest in the Series 2026 Bonds, (b) 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 2026 Bonds, including any notice of redemption, or (c) 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 2026 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent shall treat and consider the person in whose name each Series 2026 Bond is registered in the registration books kept by the Bond Registrar as the absolute Owner of such Series 2026 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2026 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2026 Bond, for the purpose of registering transfers with respect to such Series 2026 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2026 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 2026 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 2026 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 this Second Supplemental Indenture shall refer to such new Nominee of DTC, and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, the Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC (a) 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 2026 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 2026 Bonds, or (b) 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 2026 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 2026 Bonds shall designate, in accordance with the provisions hereof.

Section 202. Terms. The Series 2026 Bonds shall be issued as [___] ([__]) Term Bonds, shall be dated as of the date of their issuance and delivery to the initial purchasers thereof, shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates set forth below:

Number	Principal Amount	Maturity Date	Interest Rate	CUSIP

Section 203. Dating; Interest Accrual. Each Series 2026 Bond shall be dated [Closing Date]. Each Series 2026 Bond shall also bear its date of authentication. Each Series 2026 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 (a) is an Interest Payment Date to which interest on such Series 2026 Bond has been paid, in which event such Series 2026 Bond shall bear interest from its date of authentication, or (b) is prior to

the first Interest Payment Date for the Series 2026 Bonds, in which event such Series 2026 Bond shall bear interest from its date. Interest on the Series 2026 Bonds shall be due and payable on each May 1 and November 1, commencing May 1, 2027, and shall be computed on the basis of a 360-day year comprised of twelve (12) thirty (30) day months.

Section 204. Denominations. The Series 2026 Bonds shall be issued in Authorized Denominations.

Section 205. Paying Agent. The District appoints the Trustee as Paying Agent for the Series 2026 Bonds.

Section 206. Bond Registrar. The District appoints the Trustee as Bond Registrar for the Series 2026 Bonds.

Section 207. Conditions Precedent to Issuance of Series 2026 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2026 Bonds, all the Series 2026 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 2026 Assessment Proceedings;

(b) executed copies of the Master Indenture and this Second Supplemental Indenture;

(c) a customary Bond Counsel opinion;

(d) the District Counsel opinion required by the Master Indenture;

(e) a certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2026 Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this Second Supplemental Indenture;

(f) an Engineer's Certificate and a copy of the Engineer's Report, which sets forth the estimated Costs of the Assessment Area Two Project;

(g) a certificate of the Methodology Consultant addressing the validity of the Series 2026 Assessments;

(h) a certified copy of the final judgment of validation in respect of the Bonds together with a certificate of no appeal; and

(i) an executed Collateral Assignment, Completion Agreement and True-Up Agreement.

Payment to the Trustee of the net proceeds of the Series 2026 Bonds in the amount of $[NP] shall conclusively evidence that the foregoing conditions precedent have been met to the satisfaction of the District and the Underwriter.

ARTICLE III
REDEMPTION OF SERIES 2026 BONDS

Section 301. Bonds Subject to Redemption. The Series 2026 Bonds are subject to redemption prior to maturity as provided in the form thereof attached hereto as Exhibit B. Interest on Series 2026 Bonds which are called for redemption shall be paid on the date of redemption from the Series 2026 Interest Account or from the Series 2026 Revenue Account to the extent moneys in the Series 2026 Interest Account are insufficient for such purpose. Moneys in the Series 2026 Optional Redemption Subaccount shall be applied in accordance with Section 506 of the Master Indenture to the optional redemption of Series 2026 Bonds.

ARTICLE IV
DEPOSIT OF SERIES 2026 BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF

Section 401. Establishment of Accounts. There are hereby established, as needed, the following Accounts:

(a) within the Acquisition and Construction Fund held by the Trustee, a Series 2026 Acquisition and Construction Account and a Series 2026 Costs of Issuance Account;

(b) within the Debt Service Fund held by the Trustee: (i) a Series 2026 Debt Service Account and therein a Series 2026 Sinking Fund Account, a Series 2026 Interest Account and a Series 2026 Capitalized Interest Account; and (ii) a Series 2026 Redemption Account and therein a Series 2026 Prepayment Subaccount and a Series 2026 Optional Redemption Subaccount;

(c) within the Reserve Fund held by the Trustee, a Series 2026 Reserve Account, which shall be held for the benefit of all of the Series 2026 Bonds, without distinction as to Series 2026 Bonds and without privilege or priority of one Series 2026 Bond over another;

(d) within the Revenue Fund held by the Trustee, a Series 2026 Revenue Account; and

(e) within the Rebate Fund held by the Trustee, a Series 2026 Rebate Account.

Section 402. Use of Series 2026 Bond Proceeds. The net proceeds of sale of the Series 2026 Bonds in the amount of $[NP] (consisting of $[Bond Amount].00 principal amount of Series 2026 Bonds [less/plus] [net] original issue [discount/premium] in the amount of $[OID/OIP] and less an underwriter's discount in the amount of $[UD]), 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) $[RAR], representing the Series 2026 Reserve Account Requirement at the time of issuance of the Series 2026 Bonds, shall be deposited to the credit of the Series 2026 Reserve Account;

(b) $[COI], representing the costs of issuance relating to the Series 2026 Bonds, shall be deposited to the credit of the Series 2026 Costs of Issuance Account;

(c) $[CAPI], representing Capitalized Interest on the Series 2026 Bonds through and including May 1, 2027, shall be deposited to the credit of the Series 2026 Capitalized Interest Account; and

(d) $[CD] shall be deposited to the credit of the Series 2026 Acquisition and Construction Account.

Section 403. Series 2026 Acquisition and Construction Account; Series 2026 Costs of Issuance Account. (a) Amounts on deposit in the Series 2026 Acquisition and Construction Account shall be applied to pay Costs of the Assessment Area Two Project upon compliance with the requisition provisions set forth in Section 503(b) of the Master Indenture and on the form attached hereto as Exhibit C. The Trustee shall have no duty to verify that any requested disbursement from the Series 2026 Acquisition and Construction Account is for a Cost of the Assessment Area Two Project. The Consulting Engineer shall establish a Date of Completion for the Assessment Area Two Project, and any balance remaining in the Series 2026 Acquisition and Construction Account after such Date of Completion (taking into account the moneys then on deposit therein to pay any accrued but unpaid Costs of the Assessment Area Two Project which are required to be reserved in the Series 2026 Acquisition and Construction Account in accordance with the certificate of the Consulting Engineer delivered to the District and the Trustee establishing such Date of Completion), shall be transferred to the Series 2026 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2026 Bonds in accordance with Section 301 hereof and in the manner prescribed in the form of Series 2026 Bond attached hereto as Exhibit B. Notwithstanding the foregoing, the District shall not establish a Date of Completion until after both the Reserve Account Release Conditions #1 and the Reserve Account Release Conditions #2 have been satisfied and moneys have been

transferred from the Series 2026 Reserve Account to the Series 2026 Acquisition and Construction Account as a result of such satisfaction pursuant to Section 405 hereof. At such time as there are no amounts on deposit in the Series 2026 Acquisition and Construction Account, such Account shall be closed.

(b) The amount deposited in the Series 2026 Costs of Issuance Account shall, at the written direction of an Authorized Officer to the Trustee, be used to pay the costs of issuance relating to the Series 2026 Bonds. On the earlier to occur of (i) the written direction of an Authorized Officer or (ii) six (6) months from the date of issuance of the Series 2026 Bonds, any amounts deposited in the Series 2026 Costs of Issuance Account for which the Trustee has not received a requisition to pay such costs shall be transferred over and deposited into the Series 2026 Acquisition and Construction Account and used for the purposes permitted therefor. Any deficiency in the amount allocated to pay the costs of issuance relating to the Series 2026 Bonds shall be paid from excess moneys on deposit in the Series 2026 Revenue Account pursuant to Section 408(d) FOURTH hereof. When such deficiency has been satisfied and no moneys remain therein, the Series 2026 Costs of Issuance Account shall be closed.

Section 404. Series 2026 Capitalized Interest Account. Amounts on deposit in the Series 2026 Capitalized Interest Account shall, until and including May 1, 2027, be transferred into the Series 2026 Interest Account and applied to the payment of interest first coming due on the Series 2026 Bonds in accordance with Section 408(d) hereof, and thereafter transferred into the Series 2026 Acquisition and Construction Account, whereupon the Series 2026 Capitalized Interest Account shall be closed.

Section 405. Series 2026 Reserve Account. The Series 2026 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2026 Reserve Account Requirement. Except as otherwise provided herein or in the Master Indenture, amounts on deposit in the Series 2026 Reserve Account shall be used only for the purpose of making payments into the Series 2026 Interest Account and the Series 2026 Sinking Fund Account to pay Debt Service on the Series 2026 Bonds, when due, without distinction as to Series 2026 Bonds and without privilege or priority of one Series 2026 Bond over another, to the extent the moneys on deposit in such Accounts available therefor are insufficient and for no other purpose. The Series 2026 Reserve Account shall consist only of cash and Series 2026 Investment Obligations.

Anything herein or in the Master Indenture to the contrary notwithstanding, 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 preceding such forty-fifth (45th) day), an Authorized Officer of the District shall recalculate the Series 2026 Reserve Account Requirement and shall direct the Trustee in writing to transfer any excess on deposit in the Series 2026 Reserve Account (a) resulting from

Prepayments of Series 2026 Assessments into the Series 2026 Prepayment Subaccount and applied as a credit against the Prepayment otherwise required to be made by the owner of such lot or parcel subject to such Prepayment and thereafter applied to the extraordinary mandatory redemption of the Series 2026 Bonds, (b) resulting from a reduction of the Series 2026 Reserve Account Requirement as the result of either the Reserve Account Release Conditions #1 or the Reserve Account Release Conditions #2 being met into the Series 2026 Acquisition and Construction Account and used for the purposes of such Account, or (c) resulting from investment earnings as provided in Section 408(f) herein. The Trustee is hereby authorized to make such transfers and has no duty to verify such calculations.

On the earliest date on which there is on deposit in the Series 2026 Reserve Account sufficient moneys, after taking into account other moneys available therefor, to pay and redeem all of the Outstanding Series 2026 Bonds, together with accrued interest and redemption premium, if any, on such Series 2026 Bonds to the earliest Redemption Date permitted therein and herein, then the Trustee shall transfer the amount on deposit in the Series 2026 Reserve Account into the Series 2026 Prepayment Subaccount to pay and redeem all of the Outstanding Series 2026 Bonds on the earliest Redemption Date permitted for redemption therein and herein.

Anything herein or in the Master Indenture to the contrary notwithstanding, amounts on deposit in the Series 2026 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 Assessments.

Section 406. Amortization Installments; Selection of Bonds for Redemption. (a) The Amortization Installments established for the Series 2026 Bonds shall be as set forth in the form of Series 2026 Bonds attached hereto.

(b) Upon any redemption of Series 2026 Bonds (other than Series 2026 Bonds redeemed in accordance with scheduled Amortization Installments and other than Series 2026 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 Trustee shall cause Series 2026 Bonds to be redeemed in such amounts and having such maturities so as to result in Amortization Installments recalculated, which recalculation shall be performed by the District, in such manner as shall amortize all the Outstanding Series 2026 Bonds of all of the maturities in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining terms of all of the Series 2026 Bonds.

Section 407. Tax Covenants. The District shall comply with the Arbitrage Certificate, including but not limited to the Tax Regulatory Covenants set

forth as an exhibit to the Arbitrage Certificate, as amended and supplemented from time to time in accordance with their terms.

Section 408. Series 2026 Revenue Account; Application of Revenues and Investment Earnings. (a) The Trustee is hereby authorized and directed to deposit any and all amounts required to be deposited in the Series 2026 Revenue Account by this Section 408 or by any other provision of the Master Indenture or this Second 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 2026 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.

(b) The Trustee shall deposit into the Series 2026 Revenue Account (i) Series 2026 Assessment Revenues other than Series 2026 Prepayments (which Series 2026 Prepayments shall be identified by the District to the Trustee as such in writing upon deposit, upon which certification the Trustee may conclusively rely, and which shall be deposited into the Series 2026 Prepayment Subaccount), (ii) Series 2026 Prepayment Interest, and (iii) any other revenues required by other provisions of the Indenture to be deposited into the Series 2026 Revenue Account.

(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 preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the Series 2026 Prepayment Subaccount and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2026 Revenue Account for deposit into the Series 2026 Prepayment Subaccount an amount sufficient to increase the amount on deposit therein to the nearest integral multiple of $5,000 (provided that there are sufficient funds remaining in the Series 2026 Revenue Account to pay Debt Service coming due on the Series 2026 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2026 Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2026 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2026 Bonds set forth in the form of Series 2026 Bonds attached hereto, Section 301 hereof, and Article III of the Master Indenture.

(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), the Trustee shall first transfer from the Series 2026 Capitalized Interest Account to the Series 2026 Interest Account the lesser of (i) the amount of interest coming due on the Series 2026 Bonds on such May 1 or November 1, less the amount already on deposit in the Series 2026 Interest Account, or (ii) the amount remaining in the Series 2026 Capitalized Interest Account. Following the foregoing transfer, 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 then transfer amounts on deposit in the Series 2026 Revenue Account to the Accounts designated below in the following amounts and in the following order of priority:

FIRST, to the Series 2026 Interest Account, the amount, if any, equal to the difference between the amount of interest payable on all Series 2026 Bonds then Outstanding on such May 1 or November 1, and (i) the amount transferred from the Series 2026 Capitalized Interest Account in accordance with this Section 408(d), if any, and (ii) the amount already on deposit in the Series 2026 Interest Account not previously credited;

SECOND, on May 1, 20[__], and on each May 1 thereafter, to the Series 2026 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2026 Bonds subject to mandatory sinking fund redemption on such May 1 and the amount already on deposit in the Series 2026 Sinking Fund Account not previously credited;

THIRD, to the Series 2026 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2026 Reserve Account Requirement with respect to the Series 2026 Bonds; and

FOURTH, the balance shall first be deposited into the Series 2026 Costs of Issuance Account to fund any deficiencies in the amount allocated to pay the costs of issuance relating to the Series 2026 Bonds, and then the balance shall be retained in the Series 2026 Revenue Account.

(e) On any date required by the Arbitrage Certificate, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2026 Revenue Account to the Series 2026 Rebate Account the amount due and owing to the United States, which amount shall be paid to the United States when due in accordance with such Arbitrage Certificate.

(f) Anything herein or in the Master Indenture to the contrary notwithstanding, moneys on deposit in all of the Funds and Accounts held as security for the Series 2026 Bonds shall be invested only in Series 2026 Investment Obligations. Earnings on investments in the Series 2026 Acquisition and Construction Account, the Series 2026 Interest Account and the Series 2026 Capitalized Interest Account shall be retained, as realized, in such Accounts and used for the purposes of such Accounts. Earnings on investments in the Funds and Accounts other than the Series 2026 Reserve Account, and other than as set forth above, shall be deposited, as realized, to the credit of the Series 2026 Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2026 Reserve Account shall be disposed of as follows:

(i) if there was no deficiency (as defined in Section 509 of the Master Indenture) in the Series 2026 Reserve Account as of the most recent date on which amounts on deposit in the Series 2026 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2026 Reserve Account since such date which have created a deficiency, then earnings on investments in the Series 2026 Reserve Account shall be deposited into the Series 2026 Capitalized Interest Account through May 1, 2027, and thereafter shall be deposited into the Series 2026 Revenue Account and used for the purpose of such Account; or

(ii) if there was a deficiency (as defined in Section 509 of the Master Indenture) in the Series 2026 Reserve Account as of the most recent date on which amounts on deposit in the Series 2026 Reserve Account were valued by the Trustee, or if after such date withdrawals have been made from the Series 2026 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2026 Reserve Account shall be retained in the Series 2026 Reserve Account until the amount on deposit therein is equal to the Series 2026 Reserve Account Requirement, and then earnings on investments in the Series 2026 Reserve Account shall be deposited into the Series 2026 Capitalized Interest Account through May 1, 2027, and thereafter shall be deposited into the Series 2026 Revenue Account and used for the purpose of such Account.

The foregoing determination and disbursement shall be made prior to any recalculation and transfer of excess amounts on deposit in the Series 2026 Reserve Account made pursuant to Section 405 hereof.

ARTICLE V
CONCERNING THE TRUSTEE

Section 501. Acceptance by Trustee. The Trustee accepts the trusts declared and provided in this Second Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth herein and 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 Second Supplemental Indenture by the District or for the recitals contained herein, all of which are made solely by the District.

Section 503. Trustee's Duties. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Article VI thereof.

ARTICLE VI
ADDITIONAL BONDS

Section 601. No Parity Bonds; Limitation on Parity Assessments. Other than Refunding Bonds issued to refund the then Outstanding Series 2026 Bonds, the issuance of which results in net present value Debt Service savings, the District shall not, while any Series 2026 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2026 Trust Estate. The District further covenants and agrees that so long as the Series 2026 Assessments have not been Substantially Absorbed, it will not issue Bonds or other debt obligations secured by Assessments on any lands subject to the Series 2026 Assessments without the written consent of the Majority Owners. Notwithstanding the immediately preceding sentence, the District may impose Assessments on property subject to the Series 2026 Assessments which are necessary for health, safety or welfare reasons, or to remediate a natural disaster, or to effect repairs to or replacement of property, facilities or equipment of the District without the consent of the Majority Owners.

ARTICLE VII
MISCELLANEOUS

Section 701. Confirmation of Master Indenture. As supplemented by this Second Supplemental Indenture, the Master Indenture is in all respects ratified and confirmed, and this Second Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to this Second Supplemental Indenture and to the Series 2026 Bonds issued hereunder.

Section 702. Continuing Disclosure Agreement. Contemporaneously with the execution and delivery hereof, the District has executed and delivered the Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended. The District covenants and agrees to comply with the provisions of the 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 as provided in the Continuing Disclosure Agreement.

Section 703. Additional Covenant Regarding Assessments. In addition to, and not in limitation of, the covenants contained elsewhere in this Second Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the Series 2026 Assessment Proceedings heretofore adopted with respect to the Series 2026 Assessments, including the

Assessment Methodology, and to levy the Series 2026 Assessments and collect 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 the Series 2026 Bonds, when due.

Section 704. Collection of Assessments. (a) Anything herein or in the Master Indenture to the contrary notwithstanding, when permitted by law, Series 2026 Assessments levied on platted lots and pledged hereunder to secure the Series 2026 Bonds shall be collected pursuant to the Uniform Method, and Series 2026 Assessments levied on unplatted lands and pledged hereunder to secure the Series 2026 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 upon the occurrence and continuance of an Event of Default.

(b) Series 2026 Assessments that are collected directly by the District and not via the Uniform Method shall be due and payable by each landowner no later than thirty (30) days prior to each respective Interest Payment Date; provided, however, that such Series 2026 Assessments shall not be deemed Delinquent Assessments unless and until such Series 2026 Assessments are not paid by the applicable Interest Payment Date with respect to which they have been billed.

Section 705. Owner Direction and Consent with Respect to Series 2026 Acquisition and Construction Account Upon Occurrence of Event of Default. In accordance with the provisions of the Indenture, the Series 2026 Bonds are payable solely from the Series 2026 Pledged Revenues and the Series 2026 Pledged Funds held by the Trustee under the Indenture for such purpose. Anything in the Indenture to the contrary notwithstanding, the District hereby acknowledges that (a) the Series 2026 Pledged Funds include, without limitation, all amounts on deposit in the Series 2026 Acquisition and Construction Account then held by the Trustee, (b) upon the occurrence of an Event of Default with respect to the Series 2026 Bonds, the Series 2026 Pledged Funds may not be used by the District (whether to pay Costs of the Assessment Area Two Project or otherwise) without the written consent of the Majority Owners, except to the extent that prior to the occurrence of the Event of Default the District had incurred a binding obligation with third parties for work on the Assessment Area Two Project and payment is for such work, and (c) upon the occurrence of an Event of Default with respect to the Series 2026 Bonds, the Series 2026 Pledged Funds may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay the reasonable costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The District shall not enter into any binding agreement with respect to the Assessment Area Two Project that will cause the expenditure of additional funds from the Series 2026 Trust Estate after the occurrence and during the continuance of an Event of Default unless authorized in writing by the Majority Owners.

Section 706. Assignment of District's Rights Under Collateral Assignment. Subject to the terms of the Collateral Assignment, the District hereby assigns its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of the Series 2026 Bonds. The Trustee shall not be deemed to have accepted any obligation under the Collateral Assignment by virtue of such assignment.

Section 707. Enforcement of True-Up Agreement and Completion Agreement. The District, either through its own actions, or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the True-Up Agreement and the Completion Agreement and, upon the occurrence and continuance of a default under either or both of such Agreements, the District covenants and agrees that the Trustee, at the direction of the Majority Owners, may, subject to the provisions of Section 912 of the Master Indenture, act on behalf of and in the District's stead to enforce the provisions of such Agreements and to pursue all available remedies under applicable law or in equity. Anything herein or in the Master Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the True-Up Agreement and 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, provided, however, that the District shall have a reasonable opportunity to cure.

Section 708. Payment of Rebate Amount. Anything herein or in the Master Indenture to the contrary notwithstanding, the District shall cause a Rebate Analyst to determine the Rebate Amount, if any, at the times and in the manner provided in the Tax Regulatory Covenants attached as an exhibit to the Arbitrage Certificate. If a Rebate Amount shall be due, the District shall deliver to the Trustee the written direction of an Authorized Officer to pay from the Series 2026 Rebate Account, or from any other available funds as shall be provided in such written direction, the Rebate Amount to the District for remittance to the Internal Revenue Service. The Trustee may conclusively rely on such written direction and shall have no responsibility for the calculation or payment of the Rebate Amount, if any. Notwithstanding Section 507(b) of the Master Indenture, the District shall not be required to provide the report of the Rebate Analyst to the Trustee.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Cypress Bay West Community Development District has caused this Second Supplemental Indenture 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 this Second Supplemental Indenture to be signed in its name and on its behalf by its duly authorized Vice President.

(SEAL)

CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT

Attest:

_____
Assistant Secretary

By:_____
Chair, Board of Supervisors

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

By:_____
Vice President

EXHIBIT A

DESCRIPTION OF ASSESSMENT AREA TWO PROJECT

[See Report of Consulting Engineer Attached Hereto]

EXHIBIT B

FORM OF SERIES 2026 BONDS

No. 2026R- **$[__]**

UNITED STATES OF AMERICA
STATE OF FLORIDA
CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2026
(ASSESSMENT AREA TWO)

Interest Rate	Maturity Date	Dated Date	CUSIP
%	May 1, 20[__]	[Closing Date]	

Registered Owner: **CEDE & CO.**

Principal Amount:

CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on May 1, 2027, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month preceding such Interest Payment Date or, if such day is not a Business Day, on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or

Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. Any payment of principal, 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, located in Fort Lauderdale, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"), unless the Bonds are held in the book-entry system in which case presentation shall not be required. 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 2026 Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year comprised of twelve (12) thirty (30) day months. During any period that this Bond is registered in the name of Cede & Co., as Nominee of DTC, the provisions of the Supplemental Indenture (hereinafter defined) relating to the book-entry only system shall apply, including the payment provisions thereof. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the hereinafter defined Indenture.

This Bond is one of a duly authorized issue of Bonds of the District designated "Cypress Bay West Community Development District Capital Improvement Revenue Bonds, Series 2026 (Assessment Area Two)" in the aggregate principal amount of $[Bond Amount] (the "Series 2026 Bonds") issued under a Master Trust Indenture, dated as of July 1, 2023 (the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as supplemented by a Second Supplemental Trust Indenture, dated as of December 1, 2026 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture"), between the District and the Trustee. The Series 2026 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." The District will apply the proceeds of the Series 2026 Bonds to (a) finance a portion of the Cost of acquiring, constructing and equipping assessable improvements comprising the Assessment Area Two Project, (b) pay certain costs associated with the issuance of the Series 2026 Bonds, (c) make a deposit into the Series 2026 Reserve Account to be held for the benefit of all of the Series 2026 Bonds, and (d) pay a portion of the interest to become due on the Series 2026 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 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 TERMS HEREOF. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE TERMS HEREOF SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2026 PLEDGED REVENUES AND THE SERIES 2026 PLEDGED FUNDS PLEDGED TO THE SERIES 2026 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Series 2026 Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Amortization Installments and Redemption Price of, and the interest on, the Series 2026 Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Series 2026 Assessments, the terms and conditions under which the Series 2026 Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Owners of the Series 2026 Bonds and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 2026 Bonds are equally and ratably secured by the Series 2026 Trust Estate, without preference or priority of one Series 2026 Bond over another. The Supplemental Indenture does not authorize the issuance of any additional Bonds ranking on parity with the Series 2026 Bonds as to the lien and pledge of the Series 2026 Trust Estate except, under certain circumstances, Refunding Bonds, and the Supplemental Indenture contains provisions limiting the imposition of capital Assessments on property subject to the Series 2026 Assessments.

The Series 2026 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.

The Series 2026 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20[__], at the Redemption Price of the principal amount of the Series 2026 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

The Series 2026 Bond maturing May 1, 20[__], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments 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

* Maturity

The Series 2026 Bond maturing May 1, 20[__], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments 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:

[Remainder of Page Intentionally Left Blank]

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment

* Maturity

The Series 2026 Bond maturing May 1, 20[__], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2026 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments 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

* Maturity

As more particularly set forth in the Indenture, any Series 2026 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 2026 Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of Series 2026 Bonds other than from scheduled Amortization Installments so as to reamortize the remaining Outstanding principal balance of the Series 2026 Bonds as set forth in the Supplemental Indenture.

The Series 2026 Bonds are subject to extraordinary mandatory redemption prior to maturity in whole or in part on any Redemption Date at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Assessment Area Two Project, by application of moneys transferred from the Series 2026 Acquisition and Construction Account to the Series 2026 Prepayment Subaccount as provided for in the Indenture; or

(b) from amounts, including Series 2026 Prepayments, required by the Indenture to be deposited into the Series 2026 Prepayment Subaccount; or

(c) from amounts transferred from the Series 2026 Reserve Account to the Series 2026 Prepayment Subaccount resulting from a reduction in the Series 2026 Reserve Account Requirement as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the Series 2026 Reserve Account, together with other moneys available therefor, is sufficient to pay and redeem all of the Series 2026 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2026 Bonds shall be called for redemption, the particular Series 2026 Bonds or portions of Series 2026 Bonds to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture, or as provided or directed by DTC.

Notice of each redemption of Series 2026 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 date of redemption to each registered Owner of Series 2026 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 2026 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 2026 Bonds or such portions thereof on such date, interest on such Series 2026 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2026 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 2026 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.

Pursuant to the 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.

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

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2026 Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

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 two (2) years after the date when such Bond has become due and payable, either at its stated maturity date or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two (2) 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 sufficient to pay the principal or Redemption Price of any Series 2026 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of the Series 2026 Bonds as to the Series 2026 Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This 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.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the 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 Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Cypress Bay West Community Development District has caused this Bond to bear the signature of the Chair of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Assistant Secretary to the Board of Supervisors.

Attest:

CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT

_____
Assistant Secretary

By:_____
Chair, Board of Supervisors

(SEAL)

CERTIFICATE OF VALIDATION

This Bond is one of a Series of Bonds which were validated by judgment of the Eighteenth Judicial Circuit of Florida, in and for Brevard County rendered on July 28, 2022.

_____
Chair, Board of Supervisors,
Cypress Bay West
Community Development District

CERTIFICATE OF AUTHENTICATION

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:

[Closing Date]

By:_____
Vice President

[FORM OF ABBREVIATIONS]

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

TEN COM as tenants in common

TEN ENT as tenants by the entireties

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

UNIFORM TRANSFER MIN ACT - _____ Custodian _____ under Uniform Transfers to Minors Act _____ (Cust.) (Minor)
(State)

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

[FORM OF ASSIGNMENT]

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

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 whatsoever.

EXHIBIT C

FORM OF REQUISITION FOR ASSESSMENT AREA TWO PROJECT

The undersigned, an Authorized Officer of Cypress Bay West Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of July 1, 2023 (the "Master Indenture"), as supplemented by the Second Supplemental Trust Indenture between the District and the Trustee, dated as of December 1, 2026 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the 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:

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 2026 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Assessment Area Two Project and each represents a Cost of the Assessment Area Two Project that has not previously been paid out of such Account;

OR

☐ this requisition is for costs of issuance payable from the Series 2026 Costs of Issuance Account that has not previously been paid out of such Account.

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

Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

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

CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT

By: _____
Authorized Officer
Requisition No.: _____

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

If this requisition is for a disbursement from other than the Series 2026 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Assessment Area Two Project and is consistent with (a) the applicable acquisition or construction contract, (b) the plans and specifications for the portion of the Assessment Area Two Project with respect to which such disbursement is being made, and (c) 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.

_____
Consulting Engineer
Requisition No.: _____

EXHIBIT D

FORM OF INVESTOR LETTER

[Date]

FMSbonds, Inc.
The FMSbonds Building
4775 Technology Way
Boca Raton, Florida 33431

Re: FMSbonds Account Number _____

To Whom it May Concern:

By signing this letter, I confirm that I have the authority to act on behalf of the above referenced account and this account meets the definition of an accredited investor based upon one or more of the criteria listed below. Federal securities laws define an accredited investor in Rule 501 of Regulation D as:

1. A bank, insurance company, registered investment company, business development company, or small business investment company;
2. An employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of $5 million;
3. A charitable organization, corporation, or partnership with assets exceeding $5 million;
4. A director, executive officer, or general partner of the company selling the securities;
5. A business in which all the equity owners are accredited investors;
6. A natural person who has individual net worth, or joint net worth with the person's spouse, that exceeds $1 million at the time of the purchase, excluding the value of the primary residence of such person;
7. A natural person with income exceeding $200,000 in each of the two most recent years or joint income with a spouse exceeding $300,000 for those years and a reasonable expectation of the same income level in the current year; or
8. A trust with assets in excess of $5 million, not formed to acquire the securities offered, whose purchases a sophisticated person makes.

I represent the following securities to be suitable for my investment objectives. A Copy of the offering document for the following security has been provided to me and I am aware that additional copies and other information may be found online at www.fmsbonds.com and www.emma.msrb.org.

Description _____
CUSIP _____
Rate _____
Maturity _____
Rating _____

Thank you,

_____ _____
Signature Date

_____ _____
Signature Date

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APPENDIX C

PROPOSED FORM OF APPROVING OPINION OF BOND COUNSEL

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FORM OF OPINION OF NABORS, GIBLIN & NICKERSON, P.A., WITH RESPECT TO THE SERIES 2026 BONDS

Upon delivery of the Series 2026 Bonds in definitive form, Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, proposes to render its opinion with respect to the Series 2026 Bonds in substantially the following form:

(Date of Closing)

Board of Supervisors
Cypress Bay West Community
Development District

Board Members:

We have examined a record of proceedings relating to the issuance by the Cypress Bay West Community Development District (the "District") of its $[Bond Amount] Capital Improvement Revenue Bonds, Series 2026 (Assessment Area Two) (the "Series 2026 Bonds"). The Series 2026 Bonds are issued under the authority of the laws of the State of Florida, including Chapter 190, Florida Statutes (the "Act") and other applicable provisions of law, and pursuant to a Master Trust Indenture, dated as of July 1, 2023 (the "Master Indenture"), as supplemented by a Second Supplemental Trust Indenture, dated as of December 1, 2026 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture"), each between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee") and Resolution Nos. 2022-26 and 2027-02 adopted by the Board of Supervisors of the District on April 6, 2022 and October 1, 2026, respectively (collectively, the "Bond Resolution"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

The Series 2026 Bonds are dated and shall bear interest from their date of delivery, except as otherwise provided in the Indenture. The Series 2026 Bonds will mature on the dates and in the principal amounts and will bear interest at the respective rates per annum, as provided in the Indenture and set forth in the Bond Purchase Contract executed in connection with the sale of the Series 2026 Bonds (the "Purchase Contract"). Interest on the Series 2026 Bonds shall be payable on each May 1 and November 1, commencing May 1, 2027. The Series 2026 Bonds are subject to redemption prior to maturity in accordance with the Indenture and as set forth in the Purchase Contract.

The Series 2026 Bonds are issued for the principal purposes of (a) financing a portion of the Cost of acquiring, constructing and equipping assessable

improvements comprising the Assessment Area Two Project, (b) paying certain costs associated with the issuance of the Series 2026 Bonds, (c) making a deposit into the Series 2026 Reserve Account to be held for the benefit of all of the Series 2026 Bonds, and (d) paying a portion of the interest to become due on the Series 2026 Bonds, all as more particularly described in the Indenture. The Series 2026 Bonds are payable from and secured by the Series 2026 Assessments levied on property within the District specially benefitted by the assessable improvements financed with the proceeds of the Series 2026 Bonds and also by the Series 2026 Pledged Revenues and Series 2026 Pledged Funds comprising the Series 2026 Trust Estate.

As to questions of fact material to our opinion, we have relied upon the representations of the District contained in the Bond Resolution and the Indenture and in the certified proceedings relating thereto and to the issuance of the Series 2026 Bonds and other certifications of public officials furnished to us in connection therewith including, but not limited to, the Final Judgment issued by the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida, in connection with the validation of the Series 2026 Bonds, without undertaking to verify the same by independent investigation. Furthermore, we have assumed continuing compliance with the covenants and agreements contained in the Indenture. We have not undertaken an independent audit, examination, investigation or inspection of the matters described or contained in any agreements, documents, certificates, representations and opinions relating to the Series 2026 Bonds, and have relied solely on the facts, estimates and circumstances described and set forth therein. In our examination of the foregoing, we have assumed the genuineness of signatures on all documents and instruments, the authenticity of documents submitted as originals and the conformity to originals of documents submitted as copies.

Based on the foregoing, under existing law, we are of the opinion that:

1. The District is a duly created and validly existing community development district under the Act.

2. The District has the right and power under the Act to authorize, execute and deliver the Indenture, and the Indenture has been duly and lawfully authorized, executed and delivered by the District, is in full force and effect in accordance with its terms and is valid and binding upon the District and enforceable in accordance with its terms. The Indenture creates the valid pledge which it purports to create of the Series 2026 Trust Estate in favor of the Series 2026 Bonds, including the Series 2026 Assessments, in the manner and to the extent provided in the Indenture.

3. The District is duly authorized and entitled to issue the Series 2026 Bonds and the Series 2026 Bonds have been duly and validly authorized and issued by the District in accordance with the Constitution and laws of the State of Florida,

the Bond Resolution and the Indenture. The Series 2026 Bonds constitute valid and binding obligations of the District as provided in the Indenture and are enforceable in accordance with their terms and the terms of the Indenture and are entitled to the benefits of the Indenture and the Act. The Series 2026 Bonds do not constitute a general indebtedness of the District or the State of Florida or any agency, department or political subdivision thereof, or a pledge of the faith and credit of such entities, but are solely payable from the Series 2026 Trust Estate in the manner and to the extent provided in the Indenture. No holder of the Series 2026 Bonds shall ever have the right to compel the exercise of any ad valorem taxing power of the District or the State of Florida or any political subdivision, agency or department thereof to pay the Series 2026 Bonds.

4. Under existing statutes, regulations, rulings and court decisions, the interest on the Series 2026 Bonds (a) is excluded from gross income for federal income tax purposes and (b) is not an item of tax preference for purposes of the federal alternative minimum tax; provided, however, with respect to certain corporations, interest on the Series 2026 Bonds is taken into account in determining the annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on such corporations. The opinions set forth in this paragraph are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Series 2026 Bonds in order that interest thereon be (or continues to be) excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements could cause the interest on the Series 2026 Bonds to be so included in gross income retroactive to the date of issuance of the Series 2026 Bonds. The District has covenanted in the Indenture to comply with all such requirements. Ownership of the Series 2026 Bonds may result in collateral federal tax consequences to certain taxpayers. We express no opinion regarding such federal tax consequences arising with respect to the Series 2026 Bonds.

5. The Series 2026 Bonds and interest thereon are exempt from taxation under the laws of the State of Florida, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, as defined in said Chapter 220.

It should be noted that, except as may expressly be set forth in an opinion delivered by us to the underwriter for the Series 2026 Bonds on the date hereof (on which opinion only it may rely), we have not been engaged or undertaken to review (1) the accuracy, completeness or sufficiency of the Limited Offering Memorandum or other offering material relating to the Series 2026 Bonds and we express no opinion relating thereto, or (2) the compliance with any federal or state law with regard to the sale or distribution of the Series 2026 Bonds and we express no opinion relating thereto.

The opinions expressed in paragraphs 2 and 3 hereof are qualified to the extent that (1) the enforceability of the Indenture and the Series 2026 Bonds, respectively, may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity, and (2) we have assumed the due authorization, execution and delivery of the Indenture by the Trustee.

The opinions set forth herein 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. The only opinions rendered hereby shall be those expressly stated as such herein, and no opinion shall be implied or inferred as a result of anything contained herein or omitted herefrom.

This opinion is given as of the date hereof and we assume no obligation to update, revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

We have examined the form of the Series 2026 Bonds and, in our opinion, the form of the Series 2026 Bonds is regular and proper.

Very truly yours,

APPENDIX D

PROPOSED FORM OF
CONTINUING DISCLOSURE AGREEMENT

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CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") dated as of [_____], 2026 is executed and delivered by the Cypress Bay West Community Development District (the "Issuer" or the "District"), Forestar (USA) Real Estate Group Inc., a Delaware corporation (the "Developer"), D.R. Horton, Inc., a Delaware corporation (the "Builder"), and Wrathell, Hunt & Associates, LLC, a Florida limited liability company, as Dissemination Agent (as defined herein) in connection with the Issuer's Capital Improvement Revenue Bonds, Series 2026 (Assessment Area Two) (the "Bonds"). The Bonds are secured pursuant to a Master Trust Indenture dated as of July 1, 2023 (the "Master Indenture") and a Second Supplemental Trust Indenture dated as of December 1, 2026 (the "Second 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, a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in Fort Lauderdale, Florida, as trustee (the "Trustee"). The Issuer, the Developer, the Builder, and the Dissemination Agent covenant and agree as follows:

1. **Purpose of this Disclosure Agreement**. This Disclosure Agreement is being executed and delivered by the Issuer, the Developer, the Builder, and the Dissemination Agent for the benefit of the Beneficial Owners (as defined herein) of the Bonds and to assist the Participating Underwriter (as defined herein) of the Bonds in complying with the Rule (as defined herein). The Issuer has no reason to believe that this Disclosure Agreement does not satisfy the requirements of the Rule and the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction, a governmental regulatory agency, or an attorney specializing in federal securities law, that the Rule requires the Issuer or other Obligated Person (as defined herein) to provide additional information, the Issuer and each Obligated Person agree to promptly provide such additional information.

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the Issuer, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the Issuer, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. **Definitions**. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Indenture. The following capitalized terms as used in this Disclosure Agreement shall have the following meanings:

"Annual Filing Date" means the date set forth in Section 3(a) hereof by which the Annual Report is to be filed with each Repository.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i)(A) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessment Area" shall mean that portion of the District lands subject to the Assessments.

"Assessments" shall mean the non-ad valorem Series 2026 Assessments pledged to the payment of the Bonds pursuant to the Indenture.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior Fiscal Year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Audited Financial Statements Filing Date" means the date set forth in Section 3(a) hereof by which the Audited Financial Statements are to be filed with each Repository if the same are not included as part of the Annual Report.

"Beneficial Owner" shall mean any person which, (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Bond Year" means the annual period beginning on the second day of November of each year and ending on the first day of November of the following year.

"Business Day" means any day other than (a) a Saturday, Sunday or a day on which banks located in the city in which the designated corporate trust office of the Trustee is located are required or authorized by law or executive order to close for business, and (b) a day on which the New York Stock Exchange is closed.

"Disclosure Representative" shall mean (i) as to the Issuer, the District Manager or its designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time as the person responsible for providing information to the Dissemination Agent; and (ii) as to each entity comprising an Obligated Person (other than the Issuer), the individuals executing this Disclosure Agreement on behalf of such entity or such person(s) as such entity shall designate in writing to the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent.

"Dissemination Agent" shall mean the Issuer or an entity appointed by the Issuer to act in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer pursuant to Section 8 hereof. Wrathell, Hunt & Associates, LLC has been designated as the initial Dissemination Agent hereunder.

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

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures located at http://emma.msrb.org/.

"EMMA Compliant Format" shall mean a format for any document provided to the MSRB (as hereinafter defined) which is in an electronic format and is accompanied by identifying information, all as prescribed by the MSRB.

"Financial Obligation" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of an obligation or instrument described in either clause (a) or (b). Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Limited Offering Memorandum" shall mean that Limited Offering Memorandum dated [_____], 2026, prepared in connection with the issuance of the Bonds.

"Listed Events" shall mean any of the events listed in Section 6(a) of this Disclosure Agreement.

"MSRB" means the Municipal Securities Rulemaking Board.

"Obligated Person(s)" shall mean, with respect to the Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the Issuer, and for the purposes of this Disclosure Agreement, the Developer and the Builder for so long as such Developer or the Builder or their respective affiliates, successors or assigns (excluding residential homebuyers who are end users) are the owners of District Lands responsible for payment of at least 10% 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 August 1, 2027.

"Quarterly Report" shall mean any Quarterly Report provided by any Obligated Person (other than the Issuer) pursuant to, and as described in, Section 5 of this Disclosure Agreement.

"Repository" shall mean each entity authorized and approved by the SEC (as hereinafter defined) from time to time to act as a repository for purposes of complying with the Rule. The Repositories approved by the SEC may be found by visiting the SEC's website at http://www.sec.gov/info/municipal/nrmsir.htm. As of the date hereof, the Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure submissions through its EMMA web portal. As used herein, "Repository" shall include the State Repository, if any.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same has and may be amended from time to time.

"SEC" means the Securities and Exchange Commission.

"State" shall mean the State of Florida.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purposes of the Rule.

3. **Provision of Annual Reports.**

(a) Subject to the following sentence, the Issuer shall provide the Annual Report to the Dissemination Agent no later than March 31st following the close of the Issuer's Fiscal Year (the "Annual Filing Date"), commencing with the Annual Report for the Fiscal Year ending September 30, 2027, which shall be due no later than March 31, 2028. 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, 2026 on or before June 30, 2027. The Issuer shall, or shall cause the Dissemination Agent to, provide to the Repository the components of an Annual Report which satisfies the requirements of Section 4(a) of this Disclosure Agreement within thirty (30) days after same becomes available, but in no event later than the Annual Filing Date or Audited Financial Statements Filing Date, if applicable. If the Issuer's Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 6.

(b) If on the fifteenth (15th) day prior to each Annual Filing Date or the Audited Financial Statements Filing Date, as applicable, the Dissemination Agent has not received a copy of the Annual Report or Audited Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be via email) to remind the Issuer of its obligation to provide the Annual Report or Audited Financial Statements, as applicable, pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report or the Audited Financial Statements, as applicable, in accordance with Section 3(a) above, or (ii) advise the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report or Audited Financial Statements, as applicable, within the times required under this Disclosure Agreement, state the date by which the Annual Report or the Audited Financial Statements for such year, as applicable, will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 6(a)(xvii) has occurred and to immediately send a notice to the Repository in substantially the form attached hereto as Exhibit A.

(c) If the Dissemination Agent has not received an Annual Report by 12:00 noon on the first (1st) Business Day following the Annual Filing Date for the Annual Report or the Audited Financial Statements by 12:00 noon on the first (1st) Business Day following the Audited Financial Statements Filing Date for the Audited Financial Statements, then a Listed Event as described in Section 6(a)(xvii) shall have occurred and the Dissemination Agent shall immediately send a notice to the Repository in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Issuer stating that the Annual Report or Audited Financial Statements has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing all Repositories with which it was filed.

(e) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Agreement shall be provided in an EMMA Compliant Format.

4. **Content of Annual Reports**.

(a) Each Annual Report shall be in the form set in Schedule A attached hereto and shall contain the following Annual Financial Information with respect to the Issuer:

(i) All fund balances in all Funds, Accounts and subaccounts for the Bonds and the total amount of Bonds Outstanding, in each case as of September 30th of the most recent prior Fiscal Year.

(ii) The method by which Assessments are being levied (whether on-roll or off-roll) and the amounts being levied by each method in the Assessment Area for the current Fiscal Year, and a copy of the assessment roll (on roll and off roll) for the Assessments certified for collection in the Assessment Area for the current Fiscal Year.

(iii) The method by which Assessments were levied (whether on-roll or off-roll) and the amounts levied by each method in the Assessment Area for the most recent prior Fiscal Year.

(iv) The amount of Assessments collected in the Assessment Area from the property owners during the most recent prior Fiscal Year.

(v) If available, the amount of delinquencies in the Assessment Area greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of the Assessments due in any year, a list of delinquent property owners.

(vi) If available, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year.

(vii) The amount of principal and interest to be paid on the Bonds in the current Fiscal Year.

(viii) The most recent Audited Financial Statements of the Issuer.

(ix) In the event of any amendment or waiver of a provision of this Disclosure Agreement, a description of such amendment or waiver in the next Annual Report, and in each case shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth (unless Audited Financial Statements are being delivered later than March 31st after the close of the Issuer's Fiscal Year pursuant to Section 3(a) hereof). Any or all of the items listed above may be incorporated by reference from other documents, including limited offering memorandums and official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the SEC. If the document incorporated by reference is a final limited offering memorandum or official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

(b) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

5. **Quarterly Reports.**

(a) Each Obligated Person (other than the Issuer), or the Developer or Builder, on behalf of any other Obligated Person that fails to execute an Assignment (as hereinafter defined), shall provide an electronic copy of the Quarterly Report to the Dissemination Agent no later than five (5) days prior to the Quarterly Filing Date. Promptly upon receipt of an electronic copy of the Quarterly Report, but in any event no later than the applicable Quarterly Filing Date, the Dissemination Agent shall provide a Quarterly Report to the Repository.

(b) Each Quarterly Report shall contain an update of the following information to the extent available with respect to the Assessment Area only:

(i) The number of lots planned.

Lot Ownership Information

(ii) The number of lots owned by the Developer.

(iii) The number of lots owned by the Builder.

(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 not closed) with 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 (a "Transferor Obligated Person") to a third party (a "Transferee"), which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Transferor Obligated Person hereby agrees to use its best efforts to contractually obligate such Transferee to agree to comply with the disclosure obligations of an Obligated Person hereunder for so long as such Transferee is an Obligated Person hereunder, to the same extent as if such Transferee were a party to this Disclosure Agreement (an "Assignment"). The Transferor Obligated Person shall notify the District and the Dissemination Agent in writing of any Transfer within five (5) Business Days of the occurrence thereof. Nothing herein shall be construed to relieve the Developer or Builder from their respective obligations hereunder except to the extent a written Assignment from a Transferee is obtained and delivered to the Dissemination Agent and then only to the extent of such Assignment.

6. **Reporting of Listed Events.**

(a) This Section 6 shall govern the giving of notices of the occurrence of any of the following Listed Events:

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults, if material;

(iii) Unscheduled draws on the Series 2026 Reserve Account reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;∗

(v) Substitution of credit or liquidity providers, or their failure to perform;*

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) Modifications to rights of Bond holders, if material;

(viii) Bond calls, if material, and tender offers;

(ix) Defeasances;

(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) Rating changes;*

(xii) Bankruptcy, insolvency, receivership or similar event of the Issuer or any Obligated Person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer or any Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person);

∗ Not applicable to the Bonds at their date of issuance.

(xiii) Consummation of a merger, consolidation, or acquisition involving the Issuer or any Obligated Person or the sale of all or substantially all of the assets of the Issuer or any Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional Trustee or the change of name of the Trustee, if material;

(xv) Incurrence of a Financial Obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or Obligated Person, any of which affect security holders, if material;

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer or Obligated Person, any of which reflect financial difficulties;

(xvii) Failure to provide (A) any Annual Report or Audited Financial Statements as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Section 4(a) of this Disclosure Agreement, or (B) any Quarterly Report that contains, in all material respects, the information required to be included therein under Section 5(b) of this Disclosure Agreement, which failure shall, in all cases, be deemed material under federal securities laws; and

(xviii) Any amendment to the accounting principles to be followed in preparing financial statements as required pursuant to Section 4(a)(ix) hereof.

(b) The Issuer shall give, or cause to be given, notice of the occurrence of any of the above subsection (a) Listed Events to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after its occurrence, with the exception of the Listed Events described in Section 6(a)(xvii) and (xviii), which notice will be given in a timely manner. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (d) below. Such notice by the Issuer to the Dissemination Agent shall identify the Listed Event that has occurred, include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Dissemination Agent to disseminate the information (provided that such date is in compliance within the filing dates provided within this Section 6(b)).

(c) Notwithstanding anything contained in Section 6(b) above, each Obligated Person other than the Issuer shall notify the Issuer and the Dissemination Agent of the occurrence of a Listed Event described in subsections (a)(x), (xii), (xiii), (xv), (xvi), or (xvii) that has occurred with respect to such Obligated Person in compliance with the notification and filing requirements provided in Section 6(b).

(d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with each Repository.

7. **Termination of Disclosure Agreement**. This Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

8. **Dissemination Agent**. Upon termination of the Dissemination Agent's services as Dissemination Agent, whether by notice of the Issuer or the Dissemination Agent, the Issuer agrees to appoint a successor Dissemination Agent or, alternatively, agrees to assume all responsibilities of Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. If at any time there is not any other designated Dissemination Agent, the District shall be deemed to be the Dissemination Agent. The initial Dissemination Agent shall be Wrathell, Hunt & Associates, LLC. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of Wrathell, Hunt & Associates, LLC. Wrathell, Hunt & Associates, LLC, may terminate its role as Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the District and each Obligated Person. The District may terminate the agreement hereunder with the Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the Dissemination Agent and each Obligated Person.

9. **Amendment; Waiver**. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the Issuer, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

Notwithstanding the above provisions of this Section 9, no amendment to the provisions of Section 5(b) hereof may be made without the consent of each Obligated Person, if any.

10. **Additional Information**. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

11. **Default**. In the event of a failure of the Issuer, the Disclosure Representative, any Obligated Person or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Beneficial Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any beneficial owner of a Bond may

take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer, the Disclosure Representative, any Obligated Person or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement by any Obligated Person shall not be deemed a default by the Issuer hereunder and no default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Disclosure Representative, any Obligated Person, or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

12. **Duties of Dissemination Agent**. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement between the District, the Developer, the Builder 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, each Obligated Person and the Disclosure Representative acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, Obligated Person(s), the Disclosure Representative and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, any Obligated Person or the Disclosure Representative as thereafter disseminated by the Dissemination Agent. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA Compliant Format.

13. **Beneficiaries**. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Developer, the Builder, the Dissemination Agent, the Trustee, the Participating Underwriter and the Owners of the Bonds (the Dissemination Agent, the Trustee, Participating Underwriter and Owners of the Bonds being hereby deemed express third party beneficiaries of this Disclosure Agreement), and shall create no rights in any other person or entity.

14. **Tax Roll and Budget**. Upon the request of the Dissemination Agent, the Trustee or any Bondholder, the Issuer, through its District Manager, if applicable, agrees to provide such party with a certified copy of its most recent tax roll provided to the Brevard County Tax Collector and the Issuer's most recent adopted budget.

15. **Governing Law**. The laws of the State of Florida and Federal law shall govern this Disclosure Agreement and venue shall be any state or federal court having jurisdiction in Brevard County, Florida.

16. **Counterparts**. This Disclosure Agreement may be executed in several counterparts and each of which shall be considered an original and all of which shall constitute but one and the same instrument. A scanned copy of the signatures delivered in a PDF format may be relied upon as if the original had been received.

17. **Trustee Cooperation.** The Issuer represents that the Dissemination Agent is a bona fide agent of the Issuer and the Issuer instructs the Trustee to deliver to the Dissemination Agent at the expense of the Issuer, any information or reports readily available to and in the possession of the Trustee that the Issuer has a right to request from the Trustee to make the required reporting under this Disclosure Agreement which the Dissemination Agent requests in writing.

18. **Binding Effect.** This Disclosure Agreement shall be binding upon each party to this Disclosure Agreement and upon each successor and assignee of each party to this Disclosure Agreement and shall inure to the benefit of, and be enforceable by, each party to this Disclosure Agreement and each successor and assignee of each party to this Disclosure Agreement. Notwithstanding the foregoing, as to the Developer, the Builder, or any assignee or successor thereto that becomes an Obligated Person pursuant to the terms of this Disclosure Agreement, only successors or assignees to such 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.

CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT, AS ISSUER AND OBLIGATED PERSON

[SEAL]

By: _____
Craig Hotop, Chairperson
Board of Supervisors

ATTEST:

By: _____
_____, Secretary

FORESTAR (USA) REAL ESTATE GROUP INC., AS OBLIGATED PERSON

By: _____
Name: _____
Title: _____

D.R HORTON, INC., AS OBLIGATED PERSON

By: _____
Name: _____
Title: _____

WRATHELL, HUNT & ASSOCIATES, LLC, and its successors and assigns, AS DISSEMINATION AGENT

By: _____
Name: _____
Title: _____

CONSENTED TO AND AGREED TO BY:

DISTRICT MANAGER

WRATHELL, HUNT & ASSOCIATES, LLC, AS DISTRICT MANAGER

By: _____
Name: _____
Title: _____

Acknowledged and agreed to for purposes of Sections 11, 13 and 17 only:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE

By: _____
Name: _____
Title: _____

EXHIBIT A

FORM OF NOTICE TO REPOSITORIES OF FAILURE TO FILE [ANNUAL REPORT] [AUDITED FINANCIAL STATEMENTS][QUARTERLY REPORT]

Name of Issuer: Cypress Bay West Community Development District

Name of Bond Issue: $[_____] original aggregate principal amount of Capital Improvement Revenue Bonds, Series 2026 (Assessment Area Two)

Obligated Person(s): Cypress Bay West Community Development District; _____.

Original Date of Issuance: [_____], 2026

CUSIP Numbers: _____

NOTICE IS HEREBY GIVEN that the [Issuer][Obligated Person] has not provided an [Annual Report] [Audited Financial Statements] [Quarterly Report] with respect to the above-named Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated [_____], 2026, by and between the Issuer, the Developer, the Builder, and the Dissemination Agent named therein. The [Issuer][Obligated Person] has advised the undersigned that it anticipates that the [Annual Report] [Audited Financial Statements] [Quarterly Report] will be filed by _____, 20____.

Dated: _____

_____, as Dissemination Agent

By: _____
Name: _____
Title: _____

cc: Issuer
Trustee

SCHEDULE A

FORM OF DISTRICT'S ANNUAL REPORT (Due 3/31)

1. Fund Balances

Combined Trust Estate Assets	**Quarter Ended – 9/30**
Acquisition and Construction Fund	
Revenue Fund	
Reserve Fund	
Prepayment Fund	
Other	
Total Bonds Outstanding	
TOTAL	

2. Assessment Certification and Collection Information

1. For the Current District Fiscal Year – Manner in which Assessments are collected (On Roll vs. Off Roll)

	$ Certified
On Roll	$_____
Off Roll	$_____
TOTAL	$_____

2. Attach to Report the following:

A. On Roll – Copy of certified assessment roll for the District's current Fiscal Year

B. Off Roll – List of folios for all off roll Assessments, together with annual Assessment assigned to each folio

3. For the most recent prior Fiscal 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

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APPENDIX E

ASSESSMENT METHODOLOGY

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CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT

Master Special Assessment
Methodology Report

April 6, 2022

Provided by:

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

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1.0 Introduction

1.1 Purpose

This Master Special Assessment Methodology Report (the "Report") was developed to provide a master financing plan and a master special assessment methodology (the "Methodology") for the Cypress Bay West Community Development District (the "District"), located in the City of Palm Bay, Brevard County, Florida, as related to funding the costs of the acquisition and construction of public infrastructure improvements contemplated to be provided by the District.

1.2 Scope of the Report

This Report presents projections for financing the District's public infrastructure improvements (the "Capital Improvement Plan") as described in the Engineer's Report of Dewberry Engineers, Inc. dated March 3, 2022 (the "Engineer's Report"), as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the Capital Improvement Plan.

1.3 Special Benefits and General Benefits

Public capital improvements undertaken and funded by the District as part of the Capital Improvement Plan create special and peculiar benefits, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District's Capital Improvement Plan enables properties within its boundaries to be developed.

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

The Capital Improvement Plan will provide public infrastructure improvements which are all necessary in order to make the lands within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the Capital Improvement Plan. Even though the exact value of the benefits provided by the Capital Improvement Plan is hard to estimate at this point, it is without doubt greater than the costs associated with providing same.

1.4 Organization of the Report

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

Section Three provides a summary of the Capital Improvement Plan as determined by the District Engineer.

Section Four discusses the current financing program for the District.

Section Five discusses the special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The District serves the Cypress Bay West development (the "Development" or "Cypress Bay West"), a master planned, residential development located in the City of Palm Bay, Brevard County, Florida, Florida. The land within the District consists of approximately 453.79 +/- acres and is located south of Mara Loma Boulevard, west of Babcock Street Southeast, and north of Davis Lane.

2.2 The Development Program

The development of Cypress Bay West is anticipated to be conducted by Forestar (USA) Real Estate Group, Inc. or its associates (the "Developer"). Based upon the information provided by the Developer, the current development plan for the District envisions a total of 1,343 residential units developed in one or more phases, although development phasing, land use types and unit

numbers may change throughout the development period. Table 1 in the *Appendix* illustrates the development plan for the District.

3.0 The Capital Improvement Plan

3.1 Overview

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

3.2 Capital Improvement Plan

The Capital Improvement Plan needed to serve the Development is projected to consist of roadway offsite improvements, stormwater management, water/sewer/reuse utilities, street lighting, undergrounding of electrical conduit, roadways, entry features/ hardscaping and parks/amenities/landscaping, all as set forth in more detail in the Engineer's Report.

All of the infrastructure included in the Capital Improvement Plan will comprise an interrelated system of improvements, which means that all of the improvements will serve the entire District and all improvements will be interrelated such that they will reinforce one another. At the time of this writing, the total costs of the Capital Improvement Plan, including the costs of land acquisition and professional services, as well as a contingency are estimated at $50,655,101.20. Table 2 in the *Appendix* illustrates the specific components of the Capital Improvement Plan and their costs.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District. Generally, construction of public improvements is either funded by the Developer 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, it is likely that in order to fully fund the costs of the Capital Improvement Plan as described in *Section 3.2* in one financing transaction consisting of long-term bonds, the District would have to issue approximately $64,655,000 in par amount of special assessment bonds (the "Bonds").

Please note that the purpose of this Report is to allocate the benefit of the Capital Improvement Plan to the various land uses in the District and based on such benefit allocation to apportion the maximum debt necessary to fund the Capital Improvement Plan. The discussion of the structure and size of the indebtedness is based on various estimates and is subject to change.

4.2 Types of Bonds Proposed

The proposed financing plan for the District provides for the issuance of the Bonds in the principal amount of $64,655,000 in one or more Series with various maturities to finance Capital Improvement Plan costs at $50,655,101.20. 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 May 1 or November 1.

In order to finance the improvement costs, the District would need to borrow more funds and incur indebtedness in the total amount of $64,655,000. 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 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 public infrastructure improvements which are part of the Capital Improvement Plan outlined in *Section 3.2* and described in more detail by the District Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to properties within the boundaries of the District. General benefits accrue to areas outside the District, but are only incidental in nature. The debt incurred in financing the public infrastructure improvements will be secured by assessing properties that derive special and peculiar benefits from the Capital Improvement Plan. All properties that receive special benefits from the Capital Improvement Plan will be assessed for their fair share of the debt issued in order to finance the Capital Improvement Plan.

5.2 Benefit Allocation

The current development plan for the District envisions the development of a total of 1,343 residential units, although unit numbers and land use types may change throughout the development period.

The public infrastructure included in the Capital Improvement Plan will comprise an interrelated system of improvements, which means that all of the improvements will serve the entire District and such public improvements will be interrelated such that they will reinforce each other and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within the District will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all land within the District and benefit all land within the District as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the Capital Improvement Plan have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District, 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 for, the improvement or debt allocated to the parcel of land.

This Report proposes to allocate the benefit associated with the Capital Improvement Plan to the different product types proposed to be developed within the District in proportion to their 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 District based on the densities of development and the intensities of use of infrastructure, total ERU counts for each product type, and the share of the benefit received by each product type.

The rationale behind the different ERU weights is supported by the fact that generally and on average products with smaller lot sizes will use and benefit from the improvements which are part of the Capital Improvement Plan less than products with larger lot sizes. For instance, generally and on average products with smaller lot sizes will produce less storm water runoff or may need less water/sewer capacity than products with larger lot sizes. Additionally, the value of the products with larger lot sizes is likely to appreciate by more in terms of dollars than that of the products with smaller lot sizes 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 District's public infrastructure improvements that are part of the Capital Improvement Plan.

Table 5 in the *Appendix* presents the apportionment of the assessment associated with the Bonds (the “Bond Assessments”) to the product types contemplated to be developed within the District in accordance with the ERU benefit allocation method presented in Table 4. Table 5 also presents the annual levels of the Bond Assessments annual debt service assessments per unit.

No Bond Assessments are allocated herein to the amenities or other 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 property owners. Accordingly, any benefit to the amenities and common areas would directly to the benefit of all platted lots in the

District. As such, no Bond Assessments will be assigned to the amenities and common areas. If the amenities are owned by the District, then they would be governmental property not subject to the Bond Assessments and would be open to the general public, subject to District rules and policies.

5.3 Assigning Bond Assessments

As the land in the District is not yet platted for its intended final use and the precise location of the various product types by lot or parcel is unknown, the Bond Assessments will initially be levied on all of the land in the District on an equal pro-rata gross acre basis and thus the total bonded debt in the amount of $64,655,000 will be preliminarily levied on approximately 453.79 +/- gross acres at a rate of $142,477.80 per gross acre.

When the land is platted, the Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 5 in the *Appendix*. Such allocation of Bond Assessments from unplatted gross acres to platted parcels will reduce the amount of Bond Assessments levied on unplatted gross acres within the District.

In the event unplatted land (the "Transferred Property") is sold to a third party not affiliated with the Developer, the Bond Assessments will be assigned to such Transferred Property at the time of the sale based on the maximum total number of ERUs assigned by the Developer to that Transferred Property, subject to review by the District's methodology consultant, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this Report. The owner of the Transferred Property will be responsible for the total Bond Assessments applicable to the Transferred Property, regardless of the total number of ERUs ultimately actually platted. These total Bond Assessments are fixed to the Transferred Property at the time of the sale. If the Transferred Property is subsequently sub-divided into smaller parcels, the total Bond Assessments initially allocated to the Transferred Property will be re-allocated to the smaller parcels pursuant to the Methodology as described herein (i.e. equal assessment per acre until platting).

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, improvements undertaken by the District create special and peculiar benefits to certain properties within the District. The

District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. 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 public infrastructure improvements which are part of the Capital Improvement Plan make the land in the District developable and saleable and when implemented jointly as parts of the Capital Improvement Plan, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

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

A reasonable estimate of the proportion of special and peculiar benefits received by the various product types from the improvements is delineated in Table 4 (expressed as the ERU factors).

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 District according to reasonable estimates of the Capital Improvement Plan.

Accordingly, no acre or parcel of property within the District will be liened for the payment of Bond Assessments more than the determined special benefit peculiar to that property.

5.6 True-Up Mechanism

The 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 on a per ERU basis never exceed the initially allocated assessment as contemplated in the adopted assessment Methodology. Bond Assessments per ERU preliminarily equal $48,206.83 ($64,655,000 in Bond Assessments divided by 1,341.20 ERUs) and may change based on the final bond sizing. If such changes occur, the Methodology is applied to the land based on the number of and type of units of a particular product type within each and every parcel as signified by the number of ERUs.

As the land in the District is platted, the Bond Assessments are assigned to platted parcels based on the figures in Table 5 in the *Appendix.* If as a result of platting and apportionment of the Bond Assessments to the platted parcels, the Bond Assessments per ERU for land that remains unplatted remain equal to $48,206.83, then no true-up adjustment will be necessary.

If as a result of platting and apportionment of the Bond Assessments to the platted parcels the Bond Assessments per ERU for land that remains unplatted equal less than $48,206.83 (for instance as a result of a larger number of units) then the per ERU Bond Assessments for all parcels within the District will be lowered if that state persists at the conclusion of platting of all land within the District.

If, in contrast, as a result of platting and apportionment of the Bond Assessments to the platted parcels, the Bond Assessments per ERU for land that remains unplatted equal more than $48,206.83[1] (for instance as a result of a smaller number of units), taking into account any future development plans for the unplatted lands – in the District's sole discretion and to the extent such future development plans are feasible, consistent with existing entitlements and governmental requirements, and reasonably expected to be implemented, then the difference in Bond Assessments plus

[1] For example, if the first platting includes 50 Single-Family 50' lots, which equates to a total allocation of $2,410,341.49 in Bond Assessments, then the remaining unplatted land would be required to absorb 124 Townhomes, 992 Single-Family 50' and 177 Single-Family 60' lots, or $62,244,658.51 in Bond Assessments. If the remaining unplatted land would only be able to absorb 124 Townhomes, 990 Single-Family 50' and 177 Single-Family 60' lots, or $62,148,244.86 in Bond Assessments, then a true-up, payable by the owner of the unplatted land, would be due in the amount of $96,413.66 in Bond Assessments plus applicable accrued interest to the extent described in this Section.

applicable accrued interest (to the extent described below in this Section) will be collected from the owner(s) of the property which platting caused the increase of assessment per ERU 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 will be required to immediately remit to the Trustee for redemption a true-up payment equal to the difference between the actual Bond Assessments per ERU and $48,206.83, multiplied by the actual number of ERUs plus accrued interest to the next succeeding interest payment date on the Bonds, unless such interest payment date occurs within 45 days of such true-up payment, in which case the accrued interest shall be paid to the following interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of Bonds secured by the Bond Assessments).

In addition to platting of property within the District, 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 Bond Assessments per ERU for land that remains unplatted within the District remains equal to $48,206.83. The test will be based upon the development rights as signified by the number of ERUs 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.

In considering whether to require a true-up payment, the District shall consider any requests for a deferral of true-up. In order to obtain such a deferral, a landowner seeking such deferral must provide to the District the following: a) proof of the amount of entitlements remaining on the undeveloped lands, b) a revised overall development plan showing the number and type of units reasonably planned for the remainder of the development, c) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and d) documentation prepared by a licensed engineer that shows the feasibility of implementing the proposed development plan. The District's decision whether to grant a deferral shall be in its reasonable discretion. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Bond Assessment to pay debt service on the applicable bonds and the District will conduct new proceedings under Chapter 170, *Florida*

Statutes upon the advice of District Counsel. Any true-up payment shall become due and payable that tax year by the landowner of the lands subject to the proposed plat, shall be in addition to the regular Bond Assessments installment payable for such lands, and shall constitute part of the Bond Assessments liens imposed against the proposed plat property until paid.

All Bond Assessment levied run with the land, and such Bond Assessment liens include any true-up payment. The District will not release any liens on property for which true-up payments are due, until provision for such payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Bond Assessment shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

5.7 Preliminary Assessment Roll

Based on the per gross acre assessment proposed in Section 5.2, the Bond Assessments of $64,655,000 are proposed to be levied uniformly over the area described in Exhibit "A". Excluding any capitalized interest period, debt service assessments shall be paid in thirty (30) annual installments.

5.8 Additional Items Regarding Bond Assessments Imposition and Allocation

This master assessment allocation methodology is intended to establish, without the need for a further public hearing, the necessary benefit and fair and reasonable allocation findings for a master assessment lien, which may give rise to one or more individual assessment liens relating to individual bond issuances necessary to fund all or a portion of the project(s) referenced herein. All such liens shall be within the benefit limits established herein and using the allocation Methodology described herein, and shall be described in one or more supplemental reports.

As set forth in any supplemental report, and for any particular bond issuance, the land developer may opt to "buy down" the Bond Assessments on particular product types and/or lands using a contribution of cash, infrastructure or other consideration, and in order for Bond Assessments to reach certain target levels. 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 Bond Assessments will not be eligible for

"deferred costs," if any are provided for in connection with any particular bond issuance.

In the event that the Capital Improvement Plan is not completed, required contributions are not made, additional benefitted lands are added to the District and/or assessment area(s), or under certain other circumstances, the District may elect to reallocate the special assessments, and the District expressly reserves the right to do so, provided however that any such reallocation shall not be construed to relieve any party of contractual or other obligations to the District.

As noted herein, the Capital Improvement Plan functions as a system of improvements. Among other implications, this means that proceeds from any particular bond issuance can be used to fund improvements within any benefitted property within the District, regardless of where the Bond Assessments are levied, provided that Bond Assessments are fairly and reasonably allocated across all benefitted properties.

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 District's Capital Improvement Plan. 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 beyond restatement of the factual information necessary for compilation of this Report. For additional information on the structure of any bonds and related items, please refer to the offering statement associated with any bonding 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

Cypress Bay West

Community Development District

Development Plan

Product Type	Number of Units
Townhomes	124
Single-Family 50'	1,042
Single-Family 60'	177
Total	**1,343**

Table 2

Cypress Bay West

Community Development District

Capital Improvement Plan Costs

Improvement	Total Costs
Offsite Improvements	$6,624,920.00
Stormwater Management	$9,641,200.00
Utilities (Water/Sewer/Reuse)	$11,057,480.00
Street Lighting	$864,120.00
Undergrounding of Electrical Conduit	$2,148,800.00
Roadway	$8,641,200.00
Entry Features/Hardscaping	$200,000.00
Parks/Amenities/Landscaping	$2,686,000.00
Professional Services	$4,186,372.00
Contingency	$4,605,009.20
Total	**$50,655,101.20**

Table 3

Cypress Bay West

Community Development District

Preliminary Sources and Uses of Funds

Sources	
Bond Proceeds:	
Par Amount	$64,655,000.00
Total Sources	**$64,655,000.00**
Uses	
Project Fund Deposits:	
Project Fund	$50,655,101.20
Other Fund Deposits:	
Debt Service Reserve Fund	$4,697,115.37
Capitalized Interest Fund	$7,758,600.00
Delivery Date Expenses:	
Costs of Issuance	$1,543,100.00
Rounding	$1,083.43
Total Uses	**$64,655,000.00**

Table 4

Cypress Bay West

Community Development District

Benefit Allocation

Product Type	Number of Units	ERU Weight	Total ERU
Townhomes	124	0.70	86.80
Single-Family 50'	1,042	1.00	1,042.00
Single-Family 60'	177	1.20	212.40
Total	**1,343**		**1,341.20**

Table 5

Cypress Bay West

Community Development District

Bond Assessments Apportionment

Product Type	Number of Units	Total Cost Allocation*	Total Bond Assessments Apportionment	Bond Assessments Apportionment per Unit	Annual Debt Service Payment per Unit**
Townhomes	124	$3,278,305.09	$4,184,352.82	$33,744.78	$2,608.00
Single-Family 50'	1,042	$39,354,768.45	$50,231,516.55	$48,206.83	$3,725.72
Single-Family 60'	177	$8,022,027.66	$10,239,130.63	$57,848.20	$4,470.86
Total	**1,343**	**$50,655,101.20**	**$64,655,000.00**		

* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

** Includes applicable costs of collection and early payment discounts

Exhibit “A”

Bond Assessment in the total amount of $64,655,000 will be levied on an equal pro-rata gross acre basis based on the area described below:

LEGAL DESCRIPTION: CYPRESS BAY WEST PHASE 1

A PARCEL OF LAND BEING A PORTION OF SECTION 4, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND A PORTION OF LOT 32 AND LOT 33 OF SAN-SEBASTIAN FARMS, SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 77, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF TRACT "OS5" WATERSTONE PLAT ONE P.U.D., ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 55, PAGES 37 THROUGH 57, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S 05° 37' 16" E FOR A DISTANCE OF 120.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1620.00 FEET, AND WHOSE CHORD BEARS S 73° 32' 14" W FOR A DISTANCE OF 609.42 FEET, ALSO BEING THE NORTH LINE OF TRACT “OS8” OF SAID WATERSTONE PLAT ONE P.U.D.; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF AFORESAID CURVE AND NORTH LINE, THROUGH A CENTRAL ANGLE OF 21° 40' 59", FOR A DISTANCE OF 613.07 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 27° 18' 15" E ALONG THE WEST LINE OF AFOREMENTIONED TRACT “OS8” AND THE SOUTHERLY LINE OF TRACT “S.M.T. - 3A” OF WATERSTONE PLAT ONE REPLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 55, PAGES 86 THROUGH 95, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, FOR A DISTANCE OF 194.24 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS S 33° 11' 40" E FOR A DISTANCE OF 321.47 FEET; THENCE RUN THE FOLLOWING (4) CURVES, COURSES AND DISTANCES ALONG THE SOUTHERLY LINE OF SAID TRACT “S.M.T. - 3A”: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 118° 31' 49", FOR A DISTANCE OF 386.86 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE EAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS S 12° 24' 48" W FOR A DISTANCE OF 47.22 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27° 18' 52", FOR A DISTANCE OF 47.67 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 60° 15' 06" E FOR A DISTANCE OF 300.74 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS N 42° 30' 07" E FOR A DISTANCE OF 146.19 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46° 01' 04", FOR A DISTANCE OF 150.19 FEET TO THE SOUTH LINE OF TRACT “OS21” OF AFOREMENTIONED WATERSTONE PLAT ONE REPLAT NO. 2, ALSO BEING A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN THE FOLLOWING (5) CURVES, COURSES AND DISTANCES ALONG THE SOUTHERLY LINE OF SAID TRACT “OS21”; RUN S 27° 22' 41" E FOR A DISTANCE OF 15.61 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 50.00 FEET, AND WHOSE CHORD BEARS S 42° 12' 41" E FOR A DISTANCE OF 25.60 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29° 40' 00", FOR A DISTANCE OF 25.89 FEET; THENCE RUN S 57° 02' 41" E FOR A DISTANCE OF 239.97 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTH, HAVING A RADIUS OF 50.00 FEET, AND WHOSE CHORD BEARS S 75° 28' 31" E FOR A DISTANCE OF 31.62 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36° 51' 40", FOR A DISTANCE OF 32.17 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 86° 05' 39" E FOR A DISTANCE

OF 8.19 FEET TO THE SOUTHERLY LINE OF AFOREMENTIONED TRACT “S.M.T. - 3A”, ALSO BEING A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS S 25° 18' 51" W FOR A DISTANCE OF 158.91 FEET; THENCE RUN THE FOLLOWING (9) CURVES, COURSES AND DISTANCES ALONG THE SOUTHERLY LINES OF SAID TRACT “S.M.T. - 3A”; RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 50° 17' 10", FOR A DISTANCE OF 164.12 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 39° 32' 33" E FOR A DISTANCE OF 149.35 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS S 69° 10' 51" E FOR A DISTANCE OF 181.64 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 58° 06' 50", FOR A DISTANCE OF 189.67 TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 89° 53' 48" E FOR A DISTANCE OF 170.61 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS N 72° 37' 12" E FOR A DISTANCE OF 330.66 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 124° 17' 20", FOR A DISTANCE OF 405.65 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS S 57° 05' 56" E FOR A DISTANCE OF 41.12 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 43' 35", FOR A DISTANCE OF 41.41 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 655.00 FEET, AND WHOSE CHORD BEARS S 64° 22' 13" E FOR A DISTANCE OF 104.87 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09° 11' 00", FOR A DISTANCE OF 104.98 FEET TO A POINT OF TANGENCY; THENCE RUN S 59° 46' 43" E FOR A DISTANCE OF 59.96 FEET; THENCE RUN N 89° 53' 48" E FOR A DISTANCE OF 80.12 FEET TO THE SOUTHEAST CORNER OF SAID TRACT “S.M.T. - 3A”; THENCE RUN S 34° 43' 01" W, DEPARTING THE AFOREMENTIONED SOUTHERLY LINE, FOR A DISTANCE OF 84.77 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 260.00 FEET, AND WHOSE CHORD BEARS S 25° 02' 28" E FOR A DISTANCE OF 220.10 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 50° 04' 55", FOR A DISTANCE OF 227.26 FEET TO A POINT OF TANGENCY; THENCE RUN S 00° 00' 00" E FOR A DISTANCE OF 233.48 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 260.00 FEET, AND WHOSE CHORD BEARS S 15° 41' 10" W FOR A DISTANCE OF 140.59 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31° 22' 20", FOR A DISTANCE OF 142.36 FEET TO A POINT OF TANGENCY; THENCE RUN S 31° 22' 20" W FOR A DISTANCE OF 23.26 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 350.00 FEET, AND WHOSE CHORD BEARS S 55° 46' 05" W FOR A DISTANCE OF 289.13 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48° 47' 30", FOR A DISTANCE OF 298.05 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 18° 45' 07" W FOR A DISTANCE OF 95.37 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 887.50 FEET, AND WHOSE CHORD BEARS N 80° 41' 08" W FOR A DISTANCE OF 291.04 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18° 52' 29", FOR A DISTANCE OF 292.36 FEET TO A POINT OF TANGENCY; THENCE RUN S 89° 52' 38" W FOR A DISTANCE OF 320.27 FEET; THENCE RUN S 00° 07' 22" E FOR A DISTANCE OF 156.73 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 425.00 FEET, AND WHOSE CHORD BEARS S 71° 25' 40" W FOR A DISTANCE OF 17.04 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02° 17' 48", FOR A DISTANCE OF 17.04 FEET TO A POINT OF TANGENCY; THENCE RUN S 70° 16' 46" W FOR A DISTANCE OF 73.63 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 450.00 FEET, AND WHOSE CHORD BEARS S 62° 19' 26" W FOR A DISTANCE OF 124.56 FEET;

THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15° 54' 40", FOR A DISTANCE OF 124.97 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 575.00 FEET, AND WHOSE CHORD BEARS S 44° 10' 21" W FOR A DISTANCE OF 203.57 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20° 23' 31", FOR A DISTANCE OF 204.65 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 71° 08' 43" W FOR A DISTANCE OF 277.37 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS N 73° 08' 02" W FOR A DISTANCE OF 15.62 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03° 58' 38", FOR A DISTANCE OF 15.62 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 675.00 FEET, AND WHOSE CHORD BEARS N 34° 36' 29" W FOR A DISTANCE OF 295.95 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25° 19' 37", FOR A DISTANCE OF 298.38 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 22° 10' 15" E FOR A DISTANCE OF 67.68 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1487.50 FEET, AND WHOSE CHORD BEARS N 37° 24' 41" W FOR A DISTANCE OF 1506.24 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60° 50' 08", FOR A DISTANCE OF 1579.40 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 32° 42' 19" W FOR A DISTANCE OF 21.69 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51° 25' 25", FOR A DISTANCE OF 22.44 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS N 46° 08' 46" W FOR A DISTANCE OF 42.51 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24° 32' 31", FOR A DISTANCE OF 42.83 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 63° 52' 31" W FOR A DISTANCE OF 25.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60° 00' 00", FOR A DISTANCE OF 26.18 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 03° 52' 31" W FOR A DISTANCE OF 75.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 56° 07' 29" E FOR A DISTANCE OF 25.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60° 00' 00", FOR A DISTANCE OF 26.18 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS N 44° 35' 34" E FOR A DISTANCE OF 63.35 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36° 56' 09", FOR A DISTANCE OF 64.47 FEET TO A POINT OF REVERSE CURVATURE CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 40° 16' 27" E FOR A DISTANCE OF 19.36 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45° 34' 23", FOR A DISTANCE OF 19.88 FEET TO A POINT OF TANGENCY; THENCE RUN N 17° 29' 16" E FOR A DISTANCE OF 111.32 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 600.00 FEET, AND WHOSE CHORD BEARS N 31° 45' 36" E FOR A DISTANCE OF 295.84 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28° 32' 41", FOR A DISTANCE OF 295.84 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1840.00 FEET, AND WHOSE CHORD BEARS N 49° 56' 45" E FOR A DISTANCE OF 251.15 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07° 49' 36", FOR A DISTANCE OF 251.35 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 36° 08' 27" E FOR A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1740.00 FEET, AND WHOSE CHORD BEARS N 69°

07' 06" E FOR A DISTANCE OF 915.92 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30° 31' 10", FOR A DISTANCE OF 926.84 FEET TO THE POINT OF BEGINNING; CONTAINING 77.844 ACRES, MORE OR LESS.

LEGAL DESCRIPTION: CYPRESS BAY WEST PHASE 2

A PARCEL OF LAND BEING A PORTION OF SECTIONS 3 AND 4, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND A PORTION OF LOT 33, LOT 34, LOT 63 AND LOT 64 OF SAN-SEBASTIAN FARMS, SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 77, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE RUN N 01° 11' 38" W ALONG THE EAST LINE OF SAID SECTION 4 FOR A DISTANCE OF 7.46 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 4; THENCE RUN N 89° 52' 37" E FOR A DISTANCE OF 129.17 FEET TO THE WEST RIGHT OF WAY LINE OF BABCOCK STREET (A 100 FOOT WIDE RIGHT OF WAY); THENCE RUN N 00° 45' 16" E ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 291.62 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN N 89° 42' 39" W FOR A DISTANCE OF 1214.31 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1000.00 FEET, AND WHOSE CHORD BEARS S 78° 39' 00" W FOR A DISTANCE OF 403.49 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 16' 41", FOR A DISTANCE OF 406.28 FEET TO A POINT OF TANGENCY; THENCE RUN S 67° 00' 40" W FOR A DISTANCE OF 328.03 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1200.00 FEET, AND WHOSE CHORD BEARS S 78° 26' 39" W FOR A DISTANCE OF 475.74 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 51' 58", FOR A DISTANCE OF 478.91 FEET TO A POINT OF TANGENCY, ALSO BEING THE SOUTH LINE OF PARCEL B, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3480, PAGE 685, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S 89° 52' 38" W ALONG THE SOUTH LINE OF SAID PARCEL B FOR A DISTANCE OF 588.09 FEET; THENCE RUN N 00° 07' 22" W FOR A DISTANCE OF 200.00 FEET; THENCE RUN S 89° 52' 38" W FOR A DISTANCE OF 3155.67 FEET; THENCE RUN N 00° 07' 22" W FOR A DISTANCE OF 74.96 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 225.00 FEET AND WHOSE CHORD BEARS N 31° 44' 37" E FOR A DISTANCE OF 237.57 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 63° 43' 57", FOR A DISTANCE OF 250.28 FEET TO A POINT OF TANGENCY; THENCE RUN N 00° 07' 22" W FOR A DISTANCE OF 1143.70 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 675.00 FEET, AND WHOSE CHORD BEARS N 09° 50' 34" W FOR A DISTANCE OF 227.92 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19° 26' 23", FOR A DISTANCE OF 229.02 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 250.00 FEET AND WHOSE CHORD BEARS N 22° 47' 04" E FOR A DISTANCE OF 336.81 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84° 41' 39", FOR A DISTANCE OF 369.55 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 24° 52' 07" W FOR A DISTANCE OF 125.00 FEET; THENCE RUN N 65° 07' 53" E FOR A DISTANCE OF 20.65 FEET; THENCE RUN N 83° 26' 35" E FOR A DISTANCE OF 377.34 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 325.00 FEET, AND WHOSE CHORD BEARS N 71° 43' 01" E FOR A DISTANCE OF 132.10 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 27' 08", FOR A DISTANCE OF 133.03 FEET TO A POINT OF TANGENCY; THENCE RUN N 59° 59' 27" E FOR A DISTANCE OF 33.34 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1487.50 FEET, AND WHOSE CHORD BEARS S 49° 38' 29" E FOR A DISTANCE OF 928.59 FEET; THENCE RUN SOUTHEASTERLY

ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36° 22' 31", FOR A DISTANCE OF 944.37 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 22° 10' 15" W FOR A DISTANCE OF 67.68 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 675.00 FEET, AND WHOSE CHORD BEARS S 34° 36' 29" E FOR A DISTANCE OF 295.95 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25° 19' 37", FOR A DISTANCE OF 298.38 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS S 73° 08' 02" E FOR A DISTANCE OF 15.62 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03° 58' 38", FOR A DISTANCE OF 15.62 FEET TO A POINT OF TANGENCY; THENCE RUN S 71° 08' 43" E FOR A DISTANCE OF 277.37 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 575.00 FEET, AND WHOSE CHORD BEARS N 44° 10' 21" E FOR A DISTANCE OF 203.57 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20° 23' 31", FOR A DISTANCE OF 204.65 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 450.00 FEET, AND WHOSE CHORD BEARS N 62° 19' 26" E FOR A DISTANCE OF 124.56 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15° 54' 40", FOR A DISTANCE OF 124.97 FEET TO A POINT OF TANGENCY; THENCE RUN N 70° 16' 46" E FOR A DISTANCE OF 73.63 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 425.00 FEET, AND WHOSE CHORD BEARS N 71° 25' 40" E FOR A DISTANCE OF 17.04 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02° 17' 48", FOR A DISTANCE OF 17.04 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 00° 07' 22" W FOR A DISTANCE OF 156.73 FEET; THENCE RUN N 89° 52' 38" E FOR A DISTANCE OF 320.27 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 887.50 FEET, AND WHOSE CHORD BEARS S 80° 41' 08" E FOR A DISTANCE OF 291.04 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18° 52' 29", FOR A DISTANCE OF 292.36 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 18° 45' 07" E FOR A DISTANCE OF 95.37 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 350.00 FEET, AND WHOSE CHORD BEARS N 55° 46' 05" E FOR A DISTANCE OF 289.13 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48° 47' 30", FOR A DISTANCE OF 298.05 FEET TO A POINT OF TANGENCY; THENCE RUN N 31° 22' 20" E FOR A DISTANCE OF 23.26 FEET; THENCE RUN S 06° 50' 39" E FOR A DISTANCE OF 133.29 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 1280.00 FEET, AND WHOSE CHORD BEARS S 81° 26' 45" E FOR A DISTANCE OF 720.14 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32° 40' 34", FOR A DISTANCE OF 729.99 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 480.00 FEET, AND WHOSE CHORD BEARS S 55° 58' 25" E FOR A DISTANCE OF 152.40 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18° 16' 06", FOR A DISTANCE OF 153.04 FEET TO A POINT OF TANGENCY; THENCE RUN S 46° 50' 22" E FOR A DISTANCE OF 174.47 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1000.00 FEET, AND WHOSE CHORD BEARS S 53° 30' 50" E FOR A DISTANCE OF 232.46 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13° 20' 57", FOR A DISTANCE OF 232.99 FEET TO A POINT OF TANGENCY; THENCE RUN S 60° 11' 18" E FOR A DISTANCE OF 191.82 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 74° 48' 42" E FOR A DISTANCE OF 35.36 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 00' 00", FOR A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE RUN N 29° 48' 42" E FOR A DISTANCE OF 126.82 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE

SOUTHEAST, HAVING A RADIUS OF 680.00 FEET, AND WHOSE CHORD BEARS N 53° 54' 19" E FOR A DISTANCE OF 555.19 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48° 11' 15", FOR A DISTANCE OF 571.90 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 00° 01' 02" W FOR A DISTANCE OF 1252.63 FEET; THENCE RUN S 89° 42' 39" E FOR A DISTANCE OF 1181.14 FEET; THENCE S 00° 45' 16" W A DISTANCE OF 200.01 FEET TO THE POINT OF BEGINNING; CONTAINING 185.669 ACRES, MORE OR LESS.

LEGAL DESCRIPTION: CYPRESS BAY WEST PHASE 3

A PARCEL OF LAND BEING A PORTION OF SECTION 4, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND A PORTION OF LOT 8, LOT 25 THROUGH LOT 34, ALL OF LOT 35 THROUGH LOT 39, A PORTION OF LOT 40 AND A PORTION OF LOT 57 THROUGH LOT 64 OF SAN-SEBASTIAN FARMS, SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 77, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA; THENCE RUN N 00° 12' 44" E ALONG THE EAST LINE OF SAID SECTION 5 FOR A DISTANCE OF 98.91 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S 89° 44' 18" W ALONG THE APPROXIMATE CENTERLINE OF A DITCH FOR A DISTANCE OF 2617.10 FEET; THENCE RUN N 00° 13' 32" E FOR A DISTANCE OF 4069.14 FEET; THENCE RUN S 13° 40' 29" E FOR A DISTANCE OF 150.76 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 461.27 FEET, AND WHOSE CHORD BEARS S 56° 07' 45" E FOR A DISTANCE OF 515.79 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 67° 59' 16", FOR A DISTANCE OF 547.34 FEET TO A POINT OF TANGENCY; THENCE RUN N 89° 52' 37" E FOR A DISTANCE OF 700.04 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS S 44° 49' 10" E FOR A DISTANCE OF 319.88 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 36' 27", FOR A DISTANCE OF 355.81 FEET TO A POINT OF TANGENCY; THENCE RUN S 00° 29' 04" W FOR A DISTANCE OF 244.67 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 125.00 FEET, AND WHOSE CHORD BEARS S 44° 49' 10" E FOR A DISTANCE OF 177.71 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 36' 27", FOR A DISTANCE OF 197.67 FEET TO A POINT OF TANGENCY; THENCE RUN N 89° 52' 37" E FOR A DISTANCE OF 104.86 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 375.00 FEET, AND WHOSE CHORD BEARS N 76° 33' 44" E FOR A DISTANCE OF 172.73 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26° 37' 46", FOR A DISTANCE OF 174.29 FEET TO A POINT OF TANGENCY; THENCE RUN N 63° 14' 51" E FOR A DISTANCE OF 158.48 FEET; THENCE RUN N 00° 00' 46" W FOR A DISTANCE OF 97.55 FEET; THENCE RUN N 89° 52' 37" E FOR A DISTANCE OF 178.45 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS N 57° 39' 17" E FOR A DISTANCE OF 239.94 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 64° 26' 40", FOR A DISTANCE OF 253.07 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 72° 30' 44" E FOR A DISTANCE OF 200.00 FEET; THENCE RUN S 17° 29' 16" W FOR A DISTANCE OF 99.80 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS S 40° 16' 27" W FOR A DISTANCE OF 19.36 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45° 34' 23", FOR A DISTANCE OF 19.88 FEET TO A POINT REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS S 44° 35' 34" W FOR A DISTANCE OF 63.35 FEET; THENCE RUN

SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36° 56' 09", FOR A DISTANCE OF 64.47 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS S 56° 07' 29" W FOR A DISTANCE OF 25.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60° 00' 00", FOR A DISTANCE OF 26.18 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 03° 52' 31" E FOR A DISTANCE OF 75.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS S 63° 52' 31" E FOR A DISTANCE OF 25.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60° 00' 00", FOR A DISTANCE OF 26.18 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS S 46° 08' 46" E FOR A DISTANCE OF 42.51 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24° 32' 31", FOR A DISTANCE OF 42.83 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS S 32° 42' 19" E FOR A DISTANCE OF 21.69 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51° 25' 25", FOR A DISTANCE OF 22.44 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1487.50 FEET, AND WHOSE CHORD BEARS S 19° 13' 25" E FOR A DISTANCE OF 630.22 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24° 27' 37", FOR A DISTANCE OF 635.03 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 59° 59' 27" W FOR A DISTANCE OF 33.34 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 325.00 FEET, AND WHOSE CHORD BEARS S 71° 43' 01" W FOR A DISTANCE OF 132.10 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 27' 08", FOR A DISTANCE OF 133.03 FEET TO A POINT OF TANGENCY; THENCE RUN S 83° 26' 35" W FOR A DISTANCE OF 377.34 FEET; THENCE RUN S 65° 07' 53" W FOR A DISTANCE OF 20.65 FEET; THENCE RUN S 24° 52' 07" E FOR A DISTANCE OF 125.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 250.00 FEET AND WHOSE CHORD BEARS S 22° 47' 04" W FOR A DISTANCE OF 336.81 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84° 41' 39", FOR A DISTANCE OF 369.55 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 675.00 FEET AND WHOSE CHORD BEARS S 09° 50' 34" E FOR A DISTANCE OF 227.92 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19° 26' 23", FOR A DISTANCE OF 229.02 FEET TO A POINT OF TANGENCY; THENCE RUN S 00° 07' 22" E FOR A DISTANCE OF 1143.70 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS S 31° 44' 37" W FOR A DISTANCE OF 237.57 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 63° 43' 57", FOR A DISTANCE OF 250.28 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 00° 07' 22" E FOR A DISTANCE OF 74.96 FEET; THENCE RUN N 89° 52' 38" E FOR A DISTANCE OF 3155.67 FEET; THENCE RUN S 00° 07' 22" E FOR A DISTANCE OF 200.00 FEET; THENCE RUN S 89° 52' 38" W FOR A DISTANCE OF 2514.25 FEET; THENCE RUN S 00° 13' 56" W FOR A DISTANCE OF 29.65 FEET TO THE POINT OF BEGINNING; CONTAINING 190.281 ACRES, MORE OR LESS.

CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT

Second Supplemental Special Assessment
Methodology Report

November 20, 2026

Provided by:

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

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1.0 Introduction

1.1 Purpose

This Second Supplemental Special Assessment Methodology Report (the "Second Supplemental Report") was developed to supplement the Master Special Assessment Methodology Report (the "Master Report") dated April 6, 2022 and to provide a supplemental financing plan and a supplemental special assessment methodology for Phases 6, 7, 8A, 8B, and 10" a/k/a "Plats 2C, 2D, 2E, 2F, and 3A" (together, "Assessment Area Two") within the Cypress Bay West Community Development District (the "District") located in the City of Palm Bay, Brevard County, Florida. This Second Supplemental Report was developed in relation to funding by the District of a portion of the costs of public infrastructure improvements (the "Capital Improvement Plan") contemplated to be provided by the District to support the development of Assessment Area Two.

Please note that the District previously issued its Capital Improvement Revenue Bonds, Series 2023 (Assessment Area One) in the initial principal amount of $7,625,000 (the "Series 2023 Bonds") that supported the development and provided financing for a portion of the public infrastructure improvements for the 429 residential dwelling units within Phases 1, 1A, and 2 of the District (the "Assessment Area One").

1.2 Scope of the Second Supplemental Report

This Second Supplemental Report presents projections for financing a portion of the District's Capital Improvement Plan described in the Second Supplemental Engineer's Report – 2026 Project prepared by Dewberry Engineers, Inc. (the "District Engineer") dated November 19, 2026 (the "Second Supplemental Engineer's Report"), as well as 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 Capital Improvement Plan necessary for the development of Assessment Area Two (the "2026 Project").

1.3 Special Benefits and General Benefits

Public infrastructure improvements undertaken and funded by the District as part of the 2026 Project create special and peculiar benefits to the properties located within the Assessment Area Two, different in kind and degree from the general and incidental benefits

to the properties outside of Assessment Area Two and to the public at large. However, as discussed within this Second Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special benefits which accrue to property within Assessment Area Two. The District's 2026 Project enables properties within Assessment Area Two to be developed.

There is no doubt that the general public, property owners, and property outside Assessment Area Two will benefit from the provision of the 2026 Project. However, these benefits are only incidental since the 2026 Project is designed solely to provide special benefits peculiar to property within Assessment Area Two. Properties outside Assessment Area Two are not directly served by the 2026 Project and do not depend upon the 2026 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which Assessment Area Two properties receive compared to those lying outside of the boundaries of Assessment Area Two.

The 2026 Project will provide public infrastructure improvements which are all necessary in order to make the lands within Assessment Area Two developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within Assessment Area Two to increase by more than the sum of the financed cost of the individual components of the 2026 Project. Even though the exact value of the benefits provided by the 2026 Project is hard to estimate at this point, it is without doubt greater than the costs associated with providing same.

1.4 Organization of the Second Supplemental Report

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

Section Three provides a summary of the 2026 Project as determined by the District Engineer.

Section Four discusses the supplemental financing program for the Assessment Area Two.

Section Five discusses the special assessment methodology for Assessment Area Two.

2.0 Development Program

2.1 Overview

The District serves the Cypress Bay West development (the "Development" or "Cypress Bay West"), a master planned, residential development located in the City of Palm Bay, Brevard County, Florida. The land within the District consists of approximately 453.79 +/- acres and is located south of Mara Loma Boulevard, west of Babcock Street Southeast, and north of Davis Lane.

2.2 The Development Program

The development of Cypress Bay West is anticipated to be conducted by Forestar (USA) Real Estate Group Inc. or its associates (the "Developer"). Based upon the information provided by the Developer, the current development plan for the District envisions a total of 1,343 residential units developed in three or more stages, although development staging, land use types and unit numbers may change throughout the development period. The first stage of development has already commenced and it includes the development of 429 residential dwelling units within Assessment Area One. The second stage of development is projected to commence in 2026 and it includes projected 383 residential dwelling units within Assessment Area Two, although phasing and unit numbers may change throughout the development period. Table 1 in the *Appendix* illustrates the most current development plan for the land within Assessment Area Two.

3.0 The 2026 Project

3.1 Overview

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

3.2 2026 Project

The 2026 Project needed to serve the Development is projected to consist of stormwater system, sanitary sewer, water distribution,

reclaim distribution, landscape/hardscape/irrigation, on-site roadways, off-site roadways and utilities, and funding the differential cost of undergrounding conduit, contingency and professional services, all as set forth in more detail in the Second Supplemental Engineer's Report.

The public infrastructure improvements that comprise the 2026 Project will serve and provide benefit to all land uses in Assessment Area Two and will comprise an interrelated system of improvements, which means all of improvements will serve the entire Assessment Area Two and improvements will be interrelated such that they will reinforce one another.

Table 2 in the *Appendix* illustrates the specific components of the 2026 Project and their costs.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within Assessment Area Two.

In order to fund a portion of the costs of the 2026 Project, the District intends to issue Capital Improvement Revenue Bonds, Series 2026 (Assessment Area Two) in the estimated principal amount of $5,900,000 (the "Series 2026 Bonds") to fund an estimated $5,367,600 in 2026 Project costs, with the balance of the 2026 Project costs to be contributed by the Developer.

4.2 Types of Bonds Proposed

The financing plan for Assessment Areab Two provides for the issuance of the Series 2026 Bonds in the estimated principal amount of $5,900,000 to finance a portion of the 2026 Project costs in the estimated amount of $5,367,600. The Series 2026 Bonds are projected to be structured to be amortized in 30 annual installments with interest payments on the Series 2026 Bonds made every May 1 and November 1, and principal payments on the Series 2026 Bonds made on every May 1.

In order to finance a portion of the 2026 Project costs, the District will need to borrow more funds and incur indebtedness in the estimated amount of $5,900,000. The difference is comprised of funding a debt

service reserve account, capitalized interest and costs of issuance, including the underwriter's discount. Preliminary sources and uses of funding for the Series 2026 Bonds are presented in Table 3 in the *Appendix*.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Series 2026 Bonds provides the District with a portion of the funds necessary to construct/acquire the public infrastructure improvements which are part of the 2026 Project outlined in *Section 3.2* and described in more detail by the District Engineer in the Second Supplemental Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to properties within the boundaries of Assessment Area Two. General benefits accrue to areas outside Assessment Area Two, but are only incidental in nature. The debt incurred in financing the public infrastructure improvements will be secured by assessing properties that derive special and peculiar benefits from the 2026 Project. All properties within Assessment Area Two that receive special benefits from the 2026 Project will be assessed for their fair share of the debt issued in order to finance the 2026 Project.

5.2 Benefit Allocation

Based upon the information provided by the Developer and the District Engineer, Assessment Area Two is anticipated to be developed with a total of 383 residential dwelling units, although unit numbers and product types may change throughout the development period.

The public infrastructure included in the 2026 Project will comprise an interrelated system of public infrastructure improvements, which means that all of the improvements will serve Assessment Area Two and such public improvements will be interrelated in such way that, once constructed, they will reinforce each other and their combined benefit will be greater than the sum of their individual benefits. As a practical matter, this means that public infrastructure improvements that are part of the 2026 Project may be financed by the Series 2026 Bonds or a future series of bonds.

As stated previously, the public infrastructure improvements included in the 2026 Project have a logical connection to the special and peculiar benefits received by Assessment Area Two, as without such

improvements, the development of such properties within Assessment Area Two would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the designated lands within Assessment Area Two, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the lands within Assessment Area Two 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 assessment related to the financed cost of constructing the 2026 Project.

In following the Master Report, this Second Supplemental Report proposes to allocate the benefit associated with the 2026 Project in accordance with a standard measure called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the unit types contemplated to be developed within Assessment Area Two based on the relative density of development and the intensity of use of public infrastructure improvements that comprise the 2026 Project, the total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind different ERU weights is supported by the fact that generally and on average units with smaller lot sizes will use and benefit from the District's improvements less than units with larger lot sizes, as for instance, generally and on average units with smaller lot sizes produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than units with larger lot sizes. Additionally, the value of the units with larger lot sizes is likely to appreciate by more in terms of dollars than that of the units with smaller lot sizes as a result of the implementation of the 2026 Project. 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 by the different unit types from the District's improvements. As the development plan associated with Assessment Area Two is preliminary and subject to change, there is a possibility that certain product types may be created which are not currently contemplated within Table 4 herein. To the extent new product types are designed for development within the District boundaries, by nature of this methodology an ERU factor will be assigned to such product type on the basis of front footage (“FF”) using the formula FF/50.

In order to facilitate the marketing of the residential units projected to be developed within Assessment Area Two, the Developer requested that the District not issue the Series 2026 Bonds to fund the entire 2026 Project and instead limit the amounts of annual assessments for debt service on the Series 2026 Bonds to certain maximum levels. To that end, Table 5 in the *Appendix* illustrates the amounts of the 2026 Project costs based on the ERU benefit allocation presented in Table 4, as well as the amounts of costs of the 2026 Project costs that will be financed with proceeds of the Series 2026 Bonds, and the amounts of costs of the 2026 Project costs that will be contributed by the Developer.

Table 6 in the *Appendix* presents the minimum required contribution calculations required in order for the Developer to achieve target assessment levels for the residential dwelling units proposed to be developed within the 2026 Assessment Area. The minimum required contribution amount to "buy down" assessments to reach the desired target levels is estimated at $241,341.71.

Finally, Table 7 in the *Appendix* presents the apportionment of the assessments levied in connection with the Series 2026 Bonds (the "Series 2026 Bond Assessments") and also presents the annual levels of the projected annual debt service assessments per unit.

Amenities. No Series 2026 Bond Assessments are allocated herein to any private amenities or other common areas planned for the District. If owned by a homeowner's association, the amenities and common areas would be considered a common element for the exclusive benefit of property owners. Accordingly, any benefit to the amenities and common areas would directly benefit all platted lots in the District. If the common elements are owned by the District, then they would be governmental property not subject to the Series 2026 Bond Assessments and would be open to the general public, subject to District rules and policies. As such, no Series 2026 Bond Assessments will be assigned to the amenities and common areas.

Government Property. Real property owned by units of local, state, and federal governments, or similarly exempt entities, shall not be subject to the Series 2026 Bond Assessments without specific consent thereto. If at any time, any real property on which Series 2026 Bond Assessments are proposed to be sold or otherwise transferred to a unit of local, state, or federal government, or similarly exempt entity, all future unpaid Series 2026 Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer by way of a mandatory true-up payment without any further action of the District.

5.3 Assigning Series 2026 Bond Assessments

As the land within the Phases 6, 7, and 10 portions of Assessment Area Two is fully platted, the Series 2026 Bond Assessments lien attributable to the Phases 6, 7, and 10 will be levied on the 219 platted parcels comprising 111 Single-Family 50' parcels and 108 Single-Family 60' parcels in accordance with the figures illustrated in the Table 7 in the *Appendix*, and thus a total amount estimated at $3,764,552.24 in Series 2026 Bond Assessments will be allocated to the 219 platted parcels.

As the land within the Phases 8A and 8B portions of Assessment Area Two is not yet platted, the Series 2026 Bond Assessments lien attributable to the Phases 8A and 8B will initially be levied on all of the land comprising Phases 8A and 8B on a per gross acre basis. Consequently, the Series 2026 Bond Assessments will be levied on approximately 43.32 +/- gross acres on an equal pro-rata gross acre basis and thus Series 2026 Bond Assessments in the estimated amount of $2,135,447.76 will be preliminarily levied on approximately 43.32 +/- gross acres at a rate of $49,294.73 per acre.

As the land within the Phases 8A and 8B is platted, the Series 2026 Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 7 in the *Appendix*. Such allocation of Series 2026 Bond Assessments to platted parcels will reduce the amount of Series 2026 Bond Assessments levied on unplatted gross acres within Phases 8A and 8B.

Transferred Property. In the event unplatted land is sold to a third party (the "Transferred Property"), the Series 2026 Bond Assessments will be assigned to such Transferred Property at the time of the sale based on the maximum total number of ERUs assigned by the Developer to that Transferred Property, subject to review by the District's methodology consultant, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this Second Supplemental Report. The owner of the Transferred Property will be responsible for the total Series 2026 Bond Assessments applicable to the Transferred Property, regardless of the total number of ERUs ultimately actually platted. This total Series 2026 Bond Assessment is allocated to the Transferred Property at the time of the sale.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, improvements undertaken by the District create special and peculiar benefits to certain properties within Assessment Area Two. The 2026 Project benefits assessable properties within Assessment Area Two and accrue to all such assessable properties on an ERU basis.

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

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

The public infrastructure improvements which are part of the 2026 Project make the land in Assessment Area Two developable and saleable and when implemented jointly as parts of the 2026 Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

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

A reasonable estimate of the proportion of special and peculiar benefits received by the various product types from the improvements is delineated in Table 4 (expressed as the ERU factors).

The apportionment of the assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within Assessment Area Two according to reasonable estimates of the 2026 Project.

Accordingly, no acre or parcel of property within Assessment Area Two will be liened for the payment of Series 2026 Bond Assessments more than the determined special benefit peculiar to that property.

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned ERUs as set forth in Table 4 in the Appendix ("Development Plan"). At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

a. If a Proposed Plat results in the same amount of ERUs (and thus Series 2026 Bond Assessments) able to be imposed on the "Remaining Unplatted Lands" (i.e., those remaining unplatted developable lands after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Series 2026 Bond Assessments to the product types being platted and the remaining property in accordance with this Second Supplemental Report, and cause the Series 2026 Bond Assessments to be recorded in the District's improvement lien book.

b. If a Proposed Plat within the 2026 Assessment Area has more than the anticipated ERUs (and thus Series 2026 Bond Assessments) such that the Remaining Unplatted Lands would be assigned fewer ERUs (and thus Series 2026 Bond Assessments) than originally contemplated in the Development Plan, then the District may undertake a pro rata reduction of Series 2026 Bond Assessments for all assessed properties within Assessment Area Two, may allocate additional ERUs/densities to a future bond financing, or may otherwise address such net decrease as permitted by law.

c. If a Proposed Plat within Assessment Area Two has fewer than the anticipated ERUs (and thus Series 2026 Bond Assessments) such that the Remaining Unplatted Lands would have to be assigned more ERUs (and thus Series 2026 Bond Assessments) in order to fully assign all of the ERUs originally contemplated in the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the difference between: (i) the Series 2026 Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Series

2026 Bond Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the District's Assessment Consultant, in consultation with the District Engineer and District Counsel, shall determine in their sole discretion what amount of ERUs (and thus Series 2026 Bond Assessments) are able to be imposed on the Remaining Unplatted Lands, taking into account a Proposed Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for the District, b) the revised, overall development plan showing the number and type of units reasonably planned for the District, c) proof of the amount of entitlements for the Remaining Unplatted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e) documentation that shows the feasibility of implementing the revised development plan. Prior to any decision by the District not to impose a True-Up Payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Series 2026 Bond Assessments to pay debt service on the Series 2026 Bonds and the District will conduct new proceedings under Chapters 170, 190 and 197, Florida Statutes upon the advice of District Counsel.

Any True-Up Payment shall become due and payable prior to recordation of the plat by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular Series 2026 Bond Assessments installment payable for such lands, and shall constitute part of the Series 2026 Bond Assessments liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the Series 2026 Bonds to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the Series 2026 Bonds)).

All Series 2026 Bond Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until provision for such payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Series 2026 Bond Assessments shall become due and payable and must be paid prior to the District's

approval of that plat. This true-up process applies for both plats and/or re-plats.
Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up obligations. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the applicable assessment resolution(s).

5.7 Assessment Roll

The Series 2026 Bond Assessments in the total estimated amount of $5,900,000 are proposed to be levied over the area described in Exhibit "A-1" ($3,764,552.24 in Series 2026 Bond Assessments for the Phases 6, 7, and 10) and Exhibit "A-2" ($2,135,447.76 in Series 2026 Bond Assessments for the Phases 8A and 8B). Excluding any capitalized interest period, Series 2026 Bond Assessments shall be paid in no more than thirty (30) annual principal installments.

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 District's Capital Improvement Plan. 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 beyond restatement of the factual information necessary for compilation of this Second Supplemental Report. For additional information on the structure of any bonds and related items, please refer to the offering statement associated with any bonding 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

Cypress Bay West
Community Development District

Development Plan - Assessment Area Two

Product Type	Assessment Area Two Number of Units
Single-Family 35'	104
Single-Family 50'	171
Single-Family 60'	108
Total	**383**

Table 2

Cypress Bay West
Community Development District

2026 Project Costs

Improvement	Total Costs
Stormwater System	$3,464,318.39
Sanitary Sewer	$1,796,447.09
Water Distribution	$903,583.41
Reclaim Distribution	$739,295.52
Differential Cost of Undergrounding Conduit	$859,231.84
Landscape/Hardscape/Irrigation	$766,000.00
On-Site Roadways	$2,464,318.39
Professional Services	$1,099,319.46
Contingency	$1,209,251.41
Total	**$13,301,765.51**

Table 3

Cypress Bay West

Community Development District

Series 2026 Bonds Preliminary Sources and Uses of Funds

Sources	
Bond Proceeds:	
Par Amount	$5,900,000.00
Total Sources	**$5,900,000.00**
Uses	
Project Fund Deposits:	
Project Fund	$5,367,600.00
Other Fund Deposits:	
Debt Service Reserve Fund	$214,400.00
Capitalized Interest Fund	$0.00
	$214,400.00
Delivery Date Expenses:	
Costs of Issuance	$200,000.00
Underwriter's Discount	$118,000.00
	$318,000.00
Total Uses	**$5,900,000.00**

Financing Assumptions:

Average Coupon Rate:
CAPI Length in Months: 0
Debt Service Reserve: 50% of Max Annual Debt Service
Bond Repayment Period: 30 Years
Costs of Issuance: $118,000
Underwriter's Discount: 2% of Bond Principal Amount

Table 4

Cypress Bay West

Community Development District

Benefit Allocation

Product Type	Assessment Area Two Number of Units	ERU Weight	Total ERU
Single-Family 35'	104	0.70	72.80
Single-Family 50'	171	1.00	171.00
Single-Family 60'	108	1.20	129.60
Total	**383**		**373.40**

Table 5

Cypress Bay West

Community Development District

Costs Allocation - 2026 Project

Product Type	2026 Project Costs Allocation Based on ERU Benefit Allocation	2026 Project Costs Contributed by Developer	2026 Project Costs Funded by Series 2026 Bonds
Single-Family 35'	$2,593,381.17	$1,551,906.54	$1,041,474.63
Single-Family 50'	$6,091,595.88	$3,522,958.94	$2,568,636.94
Single-Family 60'	$4,616,788.46	$2,859,300.02	$1,757,488.43
Total	**$13,301,765.51**	**$7,934,165.51**	**$5,367,600.00**

Table 6

Cypress Bay West

Community Development District

Allocation of 2026 Project Cost to Assessment Area Two - Minimum Required Contribution Calculations

Product Type	2026 Project Costs Allocation Based on ERU Benefit Allocation	Minimum Levels of 2026 Project Costs Contributed by Developer	2026 Project Costs Funded by Series 2026 Bonds
Single-Family 35'	$1,093,548.36	$52,073.73	$1,041,474.63
Single-Family 50'	$2,568,636.94	$0.00	$2,568,636.94
Single-Family 60'	$1,946,756.42	$189,267.98	$1,757,488.43
Total	**$5,608,941.71**	**$241,341.71**	**$5,367,600.00**

Note: Table 5 quantifies the amount of benefit from the 2026 Project attributable to the different unit types within Assessment Area Two. Based on this information, Table 6 shows the minimum contributions of completed improvements required to buy-down the Series 2026 Bond Assessments to the target levels shown in Table 7 (i.e., $241,341.71). In lieu of the District issuing additional bonds to finance the full cost of the 2026 Project and levying additional assessments, and pursuant to the Completion Agreement and/or Acquisition Agreement, the Developer will be required to construct all of the improvements that are part of the 2026 Project - please note that contributions do not include financing costs because the contributions are not being financed, and so instead include only construction cost offsets.

Table 7

Cypress Bay West

Community Development District

Series 2026 Bond Assessments Apportionment

Product Type	Assessment Area Two Number of Units	2026 Project Costs Funded by Series 2026 Bonds	Total Series 2026 Bond Assessments Apportionment	Series 2023 Bond Assessments Apportionment per Unit	Annual Series 2026 Bond Principal and Interest Payment per Unit	Annual Debt Service per Unit - paid in March*
Single-Family 35'	104	$1,041,474.63	$1,144,776.12	$11,007.46	$800.00	$851.06
Single-Family 50'	171	$2,568,636.94	$2,823,414.18	$16,511.19	$1,200.00	$1,276.60
Single-Family 60'	108	$1,757,488.43	$1,931,809.70	$17,887.13	$1,300.00	$1,382.98
Total	**383**	**$5,367,600.00**	**$5,900,000.00**			

* Includes county cost of collection at 2% (subject to change) plus early payment discount allowance at 4% (subject to change)

EXHIBIT "A-1"

Lot #	Phase	Unit Type	Series 2026 Bond Assessments Apportionment per Unit
44	2C	SF 50'	$16,511.19
45	2C	SF 50'	$16,511.19
46	2C	SF 50'	$16,511.19
47	2C	SF 50'	$16,511.19
48	2C	SF 50'	$16,511.19
49	2C	SF 50'	$16,511.19
50	2C	SF 50'	$16,511.19
51	2C	SF 50'	$16,511.19
52	2C	SF 50'	$16,511.19
53	2C	SF 50'	$16,511.19
54	2C	SF 50'	$16,511.19
55	2C	SF 50'	$16,511.19
56	2C	SF 50'	$16,511.19
57	2C	SF 50'	$16,511.19
58	2C	SF 50'	$16,511.19
59	2C	SF 50'	$16,511.19
60	2C	SF 50'	$16,511.19
61	2C	SF 50'	$16,511.19
62	2C	SF 50'	$16,511.19
63	2C	SF 50'	$16,511.19
64	2C	SF 50'	$16,511.19
65	2C	SF 50'	$16,511.19
66	2C	SF 50'	$16,511.19
67	2C	SF 50'	$16,511.19
68	2C	SF 50'	$16,511.19
69	2C	SF 50'	$16,511.19
70	2C	SF 50'	$16,511.19
71	2C	SF 50'	$16,511.19
126	2C	SF 50'	$16,511.19
127	2C	SF 50'	$16,511.19
128	2C	SF 50'	$16,511.19
129	2C	SF 50'	$16,511.19
130	2C	SF 50'	$16,511.19
131	2C	SF 50'	$16,511.19
132	2C	SF 50'	$16,511.19
133	2C	SF 50'	$16,511.19
134	2C	SF 50'	$16,511.19
135	2C	SF 50'	$16,511.19
136	2C	SF 50'	$16,511.19
137	2C	SF 50'	$16,511.19
138	2C	SF 50'	$16,511.19
139	2C	SF 50'	$16,511.19
140	2C	SF 50'	$16,511.19
141	2C	SF 50'	$16,511.19
142	2C	SF 50'	$16,511.19
143	2C	SF 50'	$16,511.19
148	2D	SF 50'	$16,511.19
149	2D	SF 50'	$16,511.19
150	2D	SF 50'	$16,511.19
151	2D	SF 50'	$16,511.19
152	2D	SF 50'	$16,511.19
153	2D	SF 50'	$16,511.19
154	2D	SF 50'	$16,511.19
155	2D	SF 50'	$16,511.19
156	2D	SF 50'	$16,511.19
157	2D	SF 50'	$16,511.19
158	2D	SF 50'	$16,511.19
159	2D	SF 50'	$16,511.19
160	2D	SF 50'	$16,511.19
161	2D	SF 50'	$16,511.19

EXHIBIT "A-1"

Lot #	Phase	Unit Type	Series 2026 Bond Assessments Apportionment per Unit
162	2D	SF 50'	$16,511.19
163	2D	SF 50'	$16,511.19
164	2D	SF 50'	$16,511.19
165	2D	SF 50'	$16,511.19
166	2D	SF 50'	$16,511.19
167	2D	SF 50'	$16,511.19
168	2D	SF 50'	$16,511.19
169	2D	SF 50'	$16,511.19
170	2D	SF 50'	$16,511.19
171	2D	SF 50'	$16,511.19
172	2D	SF 50'	$16,511.19
173	2D	SF 50'	$16,511.19
174	2D	SF 50'	$16,511.19
175	2D	SF 50'	$16,511.19
176	2D	SF 50'	$16,511.19
177	2D	SF 50'	$16,511.19
178	2D	SF 50'	$16,511.19
179	2D	SF 50'	$16,511.19
180	2D	SF 50'	$16,511.19
181	2D	SF 50'	$16,511.19
182	2D	SF 50'	$16,511.19
183	2D	SF 50'	$16,511.19
184	2D	SF 50'	$16,511.19
286	2D	SF 50'	$16,511.19
287	2D	SF 50'	$16,511.19
288	2D	SF 50'	$16,511.19
289	2D	SF 50'	$16,511.19
290	2D	SF 50'	$16,511.19
291	2D	SF 50'	$16,511.19
292	2D	SF 50'	$16,511.19
293	2D	SF 50'	$16,511.19
294	2D	SF 50'	$16,511.19
295	2D	SF 50'	$16,511.19
296	2D	SF 50'	$16,511.19
297	2D	SF 50'	$16,511.19
298	2D	SF 50'	$16,511.19
299	2D	SF 50'	$16,511.19
300	2D	SF 50'	$16,511.19
301	2D	SF 50'	$16,511.19
302	2D	SF 50'	$16,511.19
303	2D	SF 50'	$16,511.19
304	2D	SF 50'	$16,511.19
305	2D	SF 50'	$16,511.19
306	2D	SF 50'	$16,511.19
307	2D	SF 50'	$16,511.19
308	2D	SF 50'	$16,511.19
309	2D	SF 50'	$16,511.19
310	2D	SF 50'	$16,511.19
311	2D	SF 50'	$16,511.19
312	2D	SF 50'	$16,511.19
313	2D	SF 50'	$16,511.19
1	3A	SF 60'	$17,887.13
2	3A	SF 60'	$17,887.13
3	3A	SF 60'	$17,887.13
4	3A	SF 60'	$17,887.13
5	3A	SF 60'	$17,887.13
6	3A	SF 60'	$17,887.13
7	3A	SF 60'	$17,887.13
8	3A	SF 60'	$17,887.13
9	3A	SF 60'	$17,887.13

EXHIBIT "A-1"

Lot #	Phase	Unit Type	Series 2026 Bond Assessments Apportionment per Unit
10	3A	SF 60'	$17,887.13
11	3A	SF 60'	$17,887.13
12	3A	SF 60'	$17,887.13
13	3A	SF 60'	$17,887.13
14	3A	SF 60'	$17,887.13
15	3A	SF 60'	$17,887.13
16	3A	SF 60'	$17,887.13
17	3A	SF 60'	$17,887.13
18	3A	SF 60'	$17,887.13
19	3A	SF 60'	$17,887.13
20	3A	SF 60'	$17,887.13
21	3A	SF 60'	$17,887.13
22	3A	SF 60'	$17,887.13
23	3A	SF 60'	$17,887.13
24	3A	SF 60'	$17,887.13
25	3A	SF 60'	$17,887.13
26	3A	SF 60'	$17,887.13
27	3A	SF 60'	$17,887.13
28	3A	SF 60'	$17,887.13
29	3A	SF 60'	$17,887.13
30	3A	SF 60'	$17,887.13
31	3A	SF 60'	$17,887.13
32	3A	SF 60'	$17,887.13
33	3A	SF 60'	$17,887.13
34	3A	SF 60'	$17,887.13
35	3A	SF 60'	$17,887.13
36	3A	SF 60'	$17,887.13
37	3A	SF 60'	$17,887.13
38	3A	SF 60'	$17,887.13
39	3A	SF 60'	$17,887.13
40	3A	SF 60'	$17,887.13
41	3A	SF 60'	$17,887.13
42	3A	SF 60'	$17,887.13
43	3A	SF 60'	$17,887.13
44	3A	SF 60'	$17,887.13
45	3A	SF 60'	$17,887.13
46	3A	SF 60'	$17,887.13
47	3A	SF 60'	$17,887.13
48	3A	SF 60'	$17,887.13
49	3A	SF 60'	$17,887.13
50	3A	SF 60'	$17,887.13
51	3A	SF 60'	$17,887.13
52	3A	SF 60'	$17,887.13
53	3A	SF 60'	$17,887.13
54	3A	SF 60'	$17,887.13
55	3A	SF 60'	$17,887.13
56	3A	SF 60'	$17,887.13
57	3A	SF 60'	$17,887.13
58	3A	SF 60'	$17,887.13
59	3A	SF 60'	$17,887.13
60	3A	SF 60'	$17,887.13
61	3A	SF 60'	$17,887.13
62	3A	SF 60'	$17,887.13
63	3A	SF 60'	$17,887.13
64	3A	SF 60'	$17,887.13
65	3A	SF 60'	$17,887.13
66	3A	SF 60'	$17,887.13
67	3A	SF 60'	$17,887.13
68	3A	SF 60'	$17,887.13
69	3A	SF 60'	$17,887.13

EXHIBIT "A-1"

Lot #	Phase	Unit Type	Series 2026 Bond Assessments Apportionment per Unit
70	3A	SF 60'	$17,887.13
71	3A	SF 60'	$17,887.13
72	3A	SF 60'	$17,887.13
73	3A	SF 60'	$17,887.13
74	3A	SF 60'	$17,887.13
75	3A	SF 60'	$17,887.13
76	3A	SF 60'	$17,887.13
77	3A	SF 60'	$17,887.13
78	3A	SF 60'	$17,887.13
79	3A	SF 60'	$17,887.13
80	3A	SF 60'	$17,887.13
81	3A	SF 60'	$17,887.13
82	3A	SF 60'	$17,887.13
83	3A	SF 60'	$17,887.13
153	3A	SF 60'	$17,887.13
154	3A	SF 60'	$17,887.13
155	3A	SF 60'	$17,887.13
156	3A	SF 60'	$17,887.13
157	3A	SF 60'	$17,887.13
158	3A	SF 60'	$17,887.13
159	3A	SF 60'	$17,887.13
160	3A	SF 60'	$17,887.13
161	3A	SF 60'	$17,887.13
162	3A	SF 60'	$17,887.13
163	3A	SF 60'	$17,887.13
164	3A	SF 60'	$17,887.13
165	3A	SF 60'	$17,887.13
166	3A	SF 60'	$17,887.13
167	3A	SF 60'	$17,887.13
168	3A	SF 60'	$17,887.13
169	3A	SF 60'	$17,887.13
170	3A	SF 60'	$17,887.13
171	3A	SF 60'	$17,887.13
172	3A	SF 60'	$17,887.13
173	3A	SF 60'	$17,887.13
174	3A	SF 60'	$17,887.13
175	3A	SF 60'	$17,887.13
176	3A	SF 60'	$17,887.13
177	3A	SF 60'	$17,887.13
Total			**$3,764,552.24**

Exhibit "A-2"

Series 2026 Bond Assessments in the total amount of $2,135,447.76 will be levied on an equal pro-rata gross acre basis based on the area described below:

DESCRIPTION:

TRACT FD–8, CYPRESS BAY WEST PHASE 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGES 53 THROUGH 61, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF TRACT D–5D, CYPRESS BAY WEST PHASE 2D, AS RECORDED IN PLAT BOOK 78, PAGES 48 THROUGH 50 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S 89° 52' 38" W ALONG THE SOUTH LINE OF SAID CYPRESS BAY WEST PHASE 2 FOR A DISTANCE OF 1185.42 FEET TO THE SOUTHWEST CORNER OF SAID CYPRESS BAY WEST PHASE 2; THENCE RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES ALONG THE WESTERN BOUNDARY LINES OF SAID CYPRESS BAY WEST PHASE 2; (1) N 00° 07' 22" W FOR A DISTANCE OF 74.96 FEET TO A POINT OF INTERSECTION WITH A NON–TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS N 31° 44' 37" E FOR A DISTANCE OF 237.57 FEET; (2) NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63° 43' 57" FOR A DISTANCE OF 250.28 FEET TO A POINT OF TANGENCY; (3) N 00° 07' 22" W FOR A DISTANCE OF 1143.70 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 675.00 FEET, AND WHOSE CHORD BEARS N 09° 50' 34" W FOR A DISTANCE OF 227.92 FEET; (4) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19° 26' 23", FOR A DISTANCE OF 229.02 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 250.00 FEET, AND WHOSE CHORD BEARS N 22° 47' 04" E FOR A DISTANCE OF 336.81 FEET; (5) NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84° 41' 39", FOR A DISTANCE OF 369.55 FEET TO A POINT OF INTERSECTION WITH A NON–TANGENT LINE; THENCE RUN S 63° 56' 37" E FOR A DISTANCE OF 55.60 FEET TO A POINT OF INTERSECTION WITH A NON–TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS S 12° 39' 16" W FOR A DISTANCE OF 104.30 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26° 48' 15", FOR A DISTANCE OF 105.26 FEET TO A POINT OF TANGENCY; THENCE RUN S 00° 44' 52" E FOR A DISTANCE OF 496.47 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 250.00 FEET, AND WHOSE CHORD BEARS S 50° 03' 24" E FOR A DISTANCE OF 379.12 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 98° 37' 05", FOR A DISTANCE OF 430.30 FEET TO A COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1080.00 FEET, AND WHOSE CHORD BEARS N 65° 31' 08" E FOR A DISTANCE OF 563.25 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 13' 51", FOR A DISTANCE OF 569.84 FEET TO A POINT OF INTERSECTION WITH A NON–TANGENT LINE; THENCE RUN S 39° 35' 48" E FOR A DISTANCE OF 166.21 FEET TO A POINT OF INTERSECTION WITH A NON–TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 625.00 FEET, AND WHOSE CHORD BEARS N 71° 36' 05" E FOR A DISTANCE OF 159.39 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14° 39' 07", FOR A DISTANCE OF 159.83 FEET TO A POINT OF TANGENCY; THENCE RUN N 78° 55' 39" E FOR A DISTANCE OF 153.32 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS S 86° 06' 32" E FOR A DISTANCE OF 116.19 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 55' 38", FOR A DISTANCE OF 117.52 FEET TO A POINT OF TANGENCY; THENCE RUN S 71° 08' 43" E FOR A DISTANCE OF 277.37 FEET TO A POINT OF INTERSECTION WITH A NON–TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 575.00 FEET, AND WHOSE CHORD BEARS S 27° 39' 41" W FOR A DISTANCE OF 126.49 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 37' 47", FOR A DISTANCE OF 126.75 FEET TO A POINT OF INTERSECTION WITH A NON–TANGENT LINE; THENCE RUN N 71° 08' 43" W FOR A DISTANCE OF 17.85 FEET; THENCE RUN S 18° 51' 17" W FOR A DISTANCE OF 175.00 FEET; THENCE RUN N 71° 08' 43" W FOR A DISTANCE OF 101.63 FEET; THENCE RUN S 00° 07' 22" E FOR A DISTANCE OF 459.86 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 425.00 FEET, AND WHOSE CHORD BEARS S 44° 52' 38" W FOR A DISTANCE OF 601.04 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00", FOR A DISTANCE OF 667.59 FEET TO A POINT OF INTERSECTION WITH A NON–TANGENT LINE; THENCE RUN S 00° 07' 22" E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; CONTAINING 43.32 ACRES, MORE OR LESS.

APPENDIX F

DISTRICT'S FINANCIAL STATEMENTS

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Cypress Bay West Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2025

Cypress Bay West Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2025

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Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Cypress Bay West Community Development District
City of Palm Bay, Florida

Report on Audit of the Financial Statements

Opinion

We have audited the financial statements of the governmental activities and each major fund of Cypress Bay West Community Development District (the "District"), as of and for the year ended September 30, 2025, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2025, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards)*. 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 opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

To the Board of Supervisors
Cypress Bay West Community Development District

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 one year beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibility 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 GAAS 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 a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment 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, among 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 be presented to supplement the basic financial statements.

To the Board of Supervisors
Cypress Bay West Community Development District

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 GAAS, 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 obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with Florida Statutes 218.39(3)(c) but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated June 26, 2026 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts and grant agreements and other matters.

The purpose of that report is 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.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 26, 2026

Cypress Bay West Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended September 30, 2025

Management's discussion and analysis of Cypress Bay West Community Development District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements,* 2) *Fund financial statements,* and 3) *Notes to financial statements.* The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by developer contributions and special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment, and debt service.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as capital improvement bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, reconciliations are provided from the *fund financial statements* to the *government-wide financial statements.*

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements.*

Financial Highlights

The following are the highlights of financial activity for the fiscal year ended September 30, 2025.

- The District's total assets were exceeded by total liabilities by $(1,111,139) (net position). Unrestricted net position for Governmental Activities was $(1,004,265) and restricted net position was $93,697. Net investment in capital assets for Governmental Activities was $(200,571).

- Governmental activities revenues totaled $948,263, while governmental activities expenses totaled $966,664.

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

	Governmental Activities	
	2025	**2024**
Current assets	$ 66,821	$ 70,046
Restricted assets	519,947	490,791
Capital assets	5,816,563	6,017,134
Total Assets	6,403,331	6,577,971
Current liabilities	325,008	333,440
Non-current liabilities	7,189,462	7,337,269
Total Liabilities	7,514,470	7,670,709
Net Position		
Net investment in capital assets	(200,571)	3,593,869
Restricted net position	93,697	59,545
Unrestricted	(1,004,265)	(4,746,152)
Total Net Position	$ (1,111,139)	$ (1,092,738)

The increase in restricted assets is the result of revenues exceeding expenditures at the fund level in the current year.

The decrease in capital assets is related to depreciation in the current year.

The decrease in non-current liabilities is related to the principal payments made on long-term debt in the current year.

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change In Net Position

	Governmental Activities	
	2025	**2024**
Program Revenues		
Charges for services	$ 894,325	$ 620,984
Operating grants and contributions	31,357	111,174
Capital grants and contributions	-	10,927,962
General Revenues		
Investment income	22,581	25,964
Total Revenues	948,263	11,686,084
Expenses		
General government	96,559	92,306
Physical environment	465,364	100,253
Interest and other charges	404,741	444,567
Total Expenses	966,664	637,126
Conveyance of capital assets	-	(11,833,041)
Change in Net Position	(18,401)	(784,083)
Net Position - Beginning of Year	(1,092,738)	(308,655)
Net Position - End of Year	$ (1,111,139)	$ (1,092,738)

The increase in charges for services and decrease in operating grants and contributions is primarily related to the increase in levied assessments in the current year.

The decrease in capital contributions and conveyance of capital assets is the result of the completion of the Series 2023 Project in the prior year.

The increase in physical environment expenses is primarily related to depreciation and additional landscape expenses in the current year.

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets as of September 30, 2025 and 2024.

Description	Governmental Activities 2025	2024
Infrastructure	$ 6,017,134	$ 6,017,134
Accumulated depreciation	(200,571)	-
Total Capital Assets, Net	$ 5,816,563	$ 6,017,134

In the current year, depreciation was $200,571.

General Fund Budgetary Highlights

Budgeted expenditures exceeded actual expenditures primarily due to less legal fee expenditures than were anticipated.

The September 30, 2025 budget was not amended.

Debt Management

Governmental Activities debt includes the following:

- In July 2023, the District issued $7,625,000 Series 2023 Capital Improvement Revenue Bonds. These bonds were issued to provide funds for the 2023 Project. The balance outstanding at September 30, 2025 was $7,370,000.

Economic Factors and Next Year's Budget

Cypress Bay West Community Development District does not expect any economic factors to have any significant effect on the financial position or results of operations of the District in fiscal year 2026.

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Request for Information

The financial report is designed to provide a general overview of Cypress Bay West Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to Cypress Bay West Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

Cypress Bay West Community Development District
STATEMENT OF NET POSITION
September 30, 2025

	Governmental Activities
ASSETS	
Current Assets	
Cash	$ 21,664
Due from developer	37,311
Prepaid expenses	5,732
Deposits	2,114
Total Current Assets	66,821
Non-current Assets	
Restricted assets	
Investments	519,947
Capital assets, being depreciated	
Infrastructure	6,017,134
Less: accumulated depreciation	(200,571)
Total Non-current Assets	6,336,510
Total Assets	6,403,331
LIABILITIES	
Current Liabilities	
Accounts payable and accrued expenses	25,664
Due to developer	10,000
Accrued interest	169,344
Bonds payable	120,000
Total Current Liabilities	325,008
Non-current Liabilities	
Bonds payable, net	7,189,462
Total Liabilities	7,514,470
NET POSITION	
Net investment in capital assets	(200,571)
Restricted for debt service	91,251
Restricted for capital projects	2,446
Unrestricted	(1,004,265)
Total Net Position	$ (1,111,139)

See accompanying notes to financial statements.

Cypress Bay West Community Development District
STATEMENT OF ACTIVITIES
For the Fiscal Year Ended September 30, 2025

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Net (Expenses) Revenues and Changes in Net Position: Governmental Activities
Governmental Activities				
General government	$ (96,559)	$ 81,543	$ 6,390	$ (8,626)
Physical environment	(465,364)	250,982	19,667	(194,715)
Interest and other charges	(404,741)	561,800	5,300	162,359
Total Governmental Activities	$ (966,664)	$ 894,325	$ 31,357	(40,982)
General Revenues				
Investment income				22,581
Change in Net Position				(18,401)
Net Position - October 1, 2024				(1,092,738)
Net Position - September 30, 2025				$ (1,111,139)

See accompanying notes to financial statements.

Cypress Bay West Community Development District
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2025

	General	Debt Service	Capital Projects	Total Governmental Funds
ASSETS				
Cash	$ 21,664	$ -	$ -	$ 21,664
Due from developer	37,311	-	-	37,311
Due from other funds	31	-	-	31
Prepaid expenses	5,732	-	-	5,732
Deposits	2,114	-	-	2,114
Restricted assets				
Investments	-	517,501	2,446	519,947
Total Assets	$ 66,852	$ 517,501	$ 2,446	$ 586,799
LIABILITIES AND FUND BALANCES				
LIABILITIES				
Accounts payable and accrued expenses	$ 25,664	$ -	$ -	$ 25,664
Due to other funds	-	31	-	31
Due to developer	10,000	-	-	10,000
Total Liabilities	35,664	31	-	35,695
FUND BALANCES				
Nonspendable				
Prepaids	5,732	-	-	5,732
Deposits	2,114	-	-	2,114
Restricted				
Debt service	-	517,470	-	517,470
Capital projects	-	-	2,446	2,446
Unassigned	23,342	-	-	23,342
Total Fund Balances	31,188	517,470	2,446	551,104
Total Liabilities and Fund Balances	$ 66,852	$ 517,501	$ 2,446	$ 586,799

See accompanying notes to financial statements.

Cypress Bay West Community Development District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2025

Total Governmental Fund Balances	$ 551,104
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, infrastructure, $6,017,134, net of accumulated depreciation, $(200,571), used in governmental activities are not current financial resources and therefore, are not reported at the fund level.	5,816,563
Long-term liabilities, including bonds payable, $(7,370,000), net of bond discount, net, $60,538, are not due and payable in the current period and therefore, are not reported at the fund level.	(7,309,462)
Accrued interest expense for long-term debt is not a current financial use and therefore, is not reported at the governmental fund level.	(169,344)
Net Position of Governmental Activities	$ (1,111,139)

See accompanying notes to financial statements.

Cypress Bay West Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS
For the Fiscal Year Ended September 30, 2025

	General	Debt Service	Capital Projects	Total Governmental Funds
Revenues				
Developer contributions	$ 26,057	$ 5,300	$ -	$ 31,357
Special assessments	357,353	561,800	-	919,153
Investment earnings	23	22,181	377	22,581
Total Revenues	383,433	589,281	377	973,091
Expenditures				
Current				
General government	86,030	10,529	-	96,559
Physical environment	264,793	-	-	264,793
Debt service				
Principal	-	145,000	-	145,000
Interest	-	399,673	-	399,673
Total Expenditures	350,823	555,202	-	906,025
Net change in fund balances	32,610	34,079	377	67,066
Fund Balances - October 1, 2024	(1,422)	483,391	2,069	484,038
Fund Balances - September 30, 2025	$ 31,188	$ 517,470	$ 2,446	$ 551,104

See accompanying notes to financial statements.

Cypress Bay West Community Development District
RECONCILIATION OF THE STATEMENT
OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Fiscal Year Ended September 30, 2025

Net Change in Fund Balances - Total Governmental Funds	$	67,066
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount of depreciation in the current year.		(200,571)
The payment of principal is recognized as an expenditure at the fund level; however, at the government-wide level the payment reduces liabilities.		145,000
Bond discount are amortized as interest over the life of the debt. This is the amount of the current year amortization.		(2,193)
Unavailable revenues are recognized as a deferred inflow of resources at the fund level; however, revenues are recognized when earned at the government-wide level. This is the current year change in unavailable revenues.		(24,828)
In the Statement of Activities, interest is accrued on outstanding bonds; whereas at the fund level, interest expenditures are reported when due. This is the change in accrued interest in the current year.		(2,875)
Change in Net Position of Governmental Activities	$	(18,401)

See accompanying notes to financial statements.

Cypress Bay West Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND
For the Fiscal Year Ended September 30, 2025

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Developer contributions	$ -	$ -	$ 26,057	$ 26,057
Special assessments	356,260	356,260	357,353	1,093
Investment income	-	-	23	23
Total Revenues	356,260	356,260	383,433	27,173
Expenditures				
Current				
General government	112,195	112,195	86,030	26,165
Physical environment	244,070	244,070	264,793	(20,723)
Total Expenditures	356,265	356,265	350,823	5,442
Net Change in Fund Balances	(5)	(5)	32,610	32,615
Fund Balances - October 1, 2024	-	-	(1,422)	(1,422)
Fund Balances - September 30, 2025	$ (5)	$ (5)	$ 31,188	$ 31,193

See accompanying notes to financial statements.

Cypress Bay West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2025

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the District have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established on March 3, 2022, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance 2022-14 of the City of Palm Bay, Florida, as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or outside the boundaries of Cypress Bay West Community Development District. The District is governed by a five member Board of Supervisors. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present the Cypress Bay West Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth in Governmental Accounting Standards Board, The Financial Reporting Entity, the District has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include all the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by developer contributions and special assessments. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District classifies fund balance in accordance with Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon 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. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of "available spendable resources".

Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of "available spendable resources" during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation (Continued)

a. Governmental Major Funds (Continued)

Debt Service Fund – The Debt Service Fund accounts for debt service requirements to retire the capital improvement bonds which were used to finance the construction of District infrastructure improvements.

Capital Projects Fund – The Capital Projects Fund accounts for the construction of infrastructure improvements within the District.

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as capital assets, and non-current governmental liabilities, such as long-term debt be reported in the governmental activities column in the government-wide Statement of Net Position.

4. Assets, Liabilities, Deferred Inflows of Resources, and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;

2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;

3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;

4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, Deferred Inflows of Resources, and Net Position or Equity (Continued)

a. Cash and Investments (Continued)

Cash equivalents include time deposits and all highly liquid debt instruments with original maturities of three months or less and held in a qualified public depository as defined by Section 280.02, Florida Statutes.

b. Capital Assets

Capital assets, which include infrastructure, are reported in the applicable governmental activities column.

The District defines capital assets as assets with an initial, individual cost of $5,000 or more and an estimated useful life in excess of one year. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation of capital assets is computed and recorded by utilizing the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows:

Infrastructure	30 years

c. Budgets

Budgets are prepared and adopted after a public hearing for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. A formal budget is adopted for the general fund and debt service fund. As a result, deficits in the budget columns of the accompanying financial statements may occur.

d. Unamortized Bond Discount

Bond discounts are presented on the government-wide financial statements. The costs are amortized over the life of the debt using the straight-line method. For financial reporting, the unamortized bond discount is netted against the applicable long-term debt.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, Deferred Inflows of Resources, and Net Position or Equity (Continued)

e. Deferred Inflows of Resources

Deferred inflows of resources represent an acquisition of net position that applies to a future reporting period(s) and so will not be recognized as an inflow of resources (revenue) until then. The District only has one item that qualifies for reporting in the category. Unavailable revenues are reported only in the governmental funds balance sheet. This amount is deferred and recognized as an inflow of resources in the period that amounts become available.

f. Use of Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the financial statement date and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE B – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk, however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2025, the District's bank balance was $57,077 and the carrying value was $21,664. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by the Federal Deposit Insurance Corporation or collateralized under Chapter 280, Florida Statutes.

Investments

As of September 30, 2025, the District had the following investments and maturities:

Investment	Maturities	Fair Value
First American Government Obligations Fund	45 days*	$ 519,947

*Weighted Average Maturity

NOTE B – CASH AND INVESTMENTS (CONTINUED)

Investments (Continued)

The District categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that use the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the investments listed above are Level 1 assets.

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The District's investments are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. As of September 30, 2025, the District's investments in First American Government Obligations Fund were rated AAAm by Standard and Poor's.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The District's investment in First American Government Obligations Fund represent 100% of the District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2025 were typical. The District considers any decline in fair value for certain investments to be temporary.

NOTE C – SPECIAL ASSESSMENT REVENUE

Assessments are non-ad valorem assessments on benefited property within the District. Debt Service Assessments are levied when bonds are issued and collected annually. The District may collect assessments directly or utilize the uniform method of collections (Chapter 197.3632, Florida Statutes). Direct collected assessments are due as determined by annual assessments resolution adopted by the Board of Supervisors.

NOTE D – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2025 was as follows:

	Balance October 1, 2024	Additions	Deletions	Balance September 30, 2025
Governmental Activities				
Capital assets, being depreciated				
Infrastructure	$ 6,017,134	$ -	$ -	$ 6,017,134
Less accumulated depreciation for Infrastructure	-	(200,571)	-	(200,571)
Governmental Activities Capital Assets	$ 6,017,134	$ (200,571)	$ -	$ 5,816,563

Depreciation of $200,571 was charged to physical environment.

NOTE E – LONG-TERM DEBT

The following is a summary of activity for long-term debt of the District for the year ended September 30, 2025:

Governmental Activities	
Long-term debt at October 1, 2024	$ 7,515,000
Principal payments	(145,000)
Long-term debt at September 30, 2025	7,370,000
Bond discount	(60,538)
Long-term Debt, Net at September 30, 2025	$ 7,309,462

Capital Improvement Revenue Debt

Long-term debt is comprised of the following:

$7,625,000 Capital Improvement Revenue Bonds, Series 2023 due in annual principal installments, beginning May 1, 2024. Interest is due semi-annually on November 1 and May 1, beginning November 1, 2023 at rates between 4.625% and 5.500% with a final maturity date of May 1, 2053. Current portion is $120,000.	$ 7,370,000

NOTE E – LONG-TERM DEBT (CONTINUED)

The annual requirements to amortize the principal and interest of debt outstanding as of September 30, 2025 are as follows:

Year Ending September 30,	Principal	Interest	Total
2026	$ 120,000	$ 392,625	$ 512,625
2027	125,000	387,075	512,075
2028	130,000	381,294	511,294
2029	140,000	375,281	515,281
2030	145,000	368,806	513,806
2031-2035	855,000	1,725,452	2,580,452
2036-2040	1,110,000	1,475,550	2,585,550
2041-2045	1,440,000	1,150,863	2,590,863
2046-2050	1,890,000	712,250	2,602,250
2051-2053	1,415,000	158,675	1,573,675
Totals	$ 7,370,000	$ 7,127,871	$ 14,497,871

Summary of Significant Resolution Terms and Covenants

Significant Bond Provisions

The Series 2023 Capital Improvement Revenue Bonds are subject to redemption at the option of the District prior to their maturity, in whole or in part, on any date, on or after May 1, 2033, at a redemption price equal to the principal amount of the Series 2023 Capital Improvement Revenue Bonds to be redeemed, together with accrued interest to the date of redemption. The Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Trust Indenture.

The Trust Indenture requires certain amounts be maintained in a reserve account. In addition, the Trust Indenture has certain 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.

NOTE E – LONG-TERM DEBT (CONTINUED)

Depository Funds

The bond resolution establishes certain funds and determines the order in which revenues are to be deposited into these funds. A description of the significant funds, including their purposes, is as follows:

Reserve Funds – The Series 2023 Reserve Account was funded from the proceeds of the Series 2023 Capital Improvement Revenue Bonds in amounts equal to fifty percent of the maximum annual debt service of the Series 2023 Capital Improvement Revenue Bonds until Reserve Account Release Conditions have been met. Upon receipt by the Trustee of the Reserve Release Certifications and thereafter, the Series 2023 Reserve Account Requirement shall mean an amount equal to ten percent of the maximum annual debt service of the Series 2023 Capital Improvement Revenue Bonds. Monies held in the reserve accounts will be used only for the purposes established in the Trust Indenture.

The following is a schedule of required reserve balances as of September 30, 2025:

	Reserve Balance	Reserve Requirement
Capital Improvement Revenue Bonds, Series 2023	$ 257,377	$ 256,875

NOTE F – RELATED PARTY TRANSACTIONS

All voting members of the Board of Supervisors are affiliated with the Developer. The District recognized $31,357 in operating contributions and $216,698 in direct assessments from the Developer for the year ended September 30, 2025. Additionally, the District has a balance due to the Developer of $10,000 and a balance due from the Developer of $37,311 as of September 30, 2025.

NOTE G – ECONOMIC DEPENDENCY

The Developer owns a significant portion of land within the District. The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE H – RISK MANAGEMENT

The government is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. There were no claims or settled claims from these risks that have exceeded commercial insurance coverage in the past three years.

Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

INDEPENDENT AUDITORS' 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
Cypress Bay West Community Development District
City of Palm Bay, 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 (*Government Auditing Standards*), the financial statements, as listed in the table of contents, of Cypress Bay West Community Development District, as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated June 26, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered Cypress Bay West Community Development 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 of Cypress Bay West Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Cypress Bay West Community Development 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 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 or significant deficiencies may exist that were not identified.

Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

To the Board of Supervisors
Cypress Bay West Community Development District

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Cypress Bay West Community Development District's financial statements are free of 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 entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 26, 2026

Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

MANAGEMENT LETTER

To the Board of Supervisors
Cypress Bay West Community Development District
City of Palm Bay, Florida

Report on the Financial Statements

We have audited the financial statements of Cypress Bay West Community Development District as of and for the year ended September 30, 2025, and have issued our report thereon dated June 26, 2026.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reports and Schedule

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 26, 2026, 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 made to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding financial audit report.

To the Board of Supervisors
Cypress Bay West Community Development District

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, requires us to apply appropriate procedures and communicate the results of our determination as to whether or not Cypress Bay West Community Development District 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 Cypress Bay West Community Development 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 Cypress Bay West Community Development District. It is management's responsibility to monitor Cypress Bay West Community Development District's financial condition; and our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the 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

The information below was provided by management and has not been audited by us; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, Cypress Bay West Community Development District reported:

1) The total number of District employees compensated in the last pay period of the District's fiscal year as: 0
2) The total number of independent contractors, to whom nonemployee compensation was paid in the last month of the District's fiscal year as: 3
3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as: $0
4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: $95,432.83
5) 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, 2024, together with the total expenditures for such project as: N/A
6) 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: The Board did not amend the budget.

Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

To the Board of Supervisors
Cypress Bay West Community Development District

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)9, Rules of the Auditor General, Cypress Bay West Community Development District reported:

1) The rate or rates of non-ad valorem special assessments imposed by the District: $263.48 – $280.30 for the General Fund and $1,276.48 for the Debt Service Fund
2) The amount of special assessments collected by or on behalf of the District: Please see page 14 of the report
3) The total amount of outstanding bonds issued by the District and the terms of such bonds are as follows: See Note E

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 fraud, waste, or abuse, that has occurred or is likely to have occurred, that has 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 the 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.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 26, 2026

Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES

To the Board of Supervisors
Cypress Bay West Community Development District
City of Palm Bay, Florida

We have examined Cypress Bay West Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2025. Management is responsible for Cypress Bay West Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Cypress Bay West Community Development 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 and, accordingly, included examining, on a test basis, evidence about Cypress Bay West Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Cypress Bay West Community Development District's compliance with the specified requirements.

In our opinion, Cypress Bay West Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2025.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 26, 2026

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CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2026

CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
AUGUST 31, 2026

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	$ 241,047	$ -	$ -	$ 241,047
Investments				
Revenue	-	264,119	-	264,119
Reserve	-	130,457	-	130,457
Prepayment	-	9,350	-	9,350
Construction	-	-	196	196
Deposit	2,114	-	-	2,114
Total assets	$ 243,161	$ 403,926	$ 196	$ 647,283
LIABILITIES AND FUND BALANCES				
Liabilities:				
Landowner advance	$ 10,000	$ -	$ -	$ 10,000
Total liabilities	10,000	-	-	10,000
Fund balances:				
Restricted for:				
Debt service	-	403,926	-	403,926
Capital projects	-	-	196	196
Unassigned	233,161	-	-	233,161
Total fund balances	233,161	403,926	196	637,283
Total liabilities and fund balances	$ 243,161	$ 403,926	$ 196	$ 647,283

CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED AUGUST 31, 2026

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	$ 6	$ 221,626	$ 220,989	100%
Assessment levy: off-roll	-	461,012	461,012	100%
Total revenues	6	682,638	682,001	100%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	44,000	48,000	92%
Legal	-	6,591	25,000	26%
Engineering	-	1,143	2,000	57%
Audit*	-	9,225	6,000	154%
Arbitrage rebate calculation	-	-	1,000	0%
Dissemination agent	83	917	2,000	46%
Trustee	-	4,676	11,000	43%
Telephone	17	183	200	92%
Postage	-	96	500	19%
Printing & binding	42	458	500	92%
Legal advertising	617	832	5,000	17%
Annual special district fee	-	175	175	100%
Insurance	-	5,732	6,600	87%
Contingencies/bank charges	86	1,149	1,500	77%
Website hosting & maintenance	-	705	705	100%
EMMA software service	-	1,000	1,000	100%
Tax collector	-	4,425	4,604	96%
Website ADA compliance	-	145	210	69%
Total professional & administrative	4,845	81,452	115,994	70%

CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED AUGUST 31, 2026

	Current Month	Year To Date	Budget	% of Budget
Field operations				
Field operations manager	500	5,535	6,000	92%
Landscape contract labor	23,280	247,577	253,588	98%
Insurance: property	-	-	6,500	0%
Backflow prevention test	-	-	150	0%
Irrigation maintenance/repair	-	4,671	10,000	47%
Plants, shrubs & mulch	-	53,760	20,000	269%
Tree trimming	-	4,531	15,000	30%
Signage	300	3,012	3,500	86%
General maintenance	-	-	10,000	0%
Fence/wall repair	-	-	2,000	0%
Lake management services	1,535	15,785	22,020	72%
Irrigation pump maintenance	-	7,440	7,000	106%
Electric:				
Irrigation	594	4,526	8,000	57%
Streetlights	4,072	49,900	30,000	166%
Entrance signs	86	1,494	2,000	75%
Contingency	-	698	32,250	2%
Total field operations	30,367	398,929	428,008	93%
Other fees & charges				
Property appraiser	-	284	-	N/A
Total other fees & charges	-	284	-	N/A
Total expenditures	35,212	480,665	544,002	88%
Excess/(deficiency) of revenues over/(under) expenditures	(35,206)	201,973	137,999	
Fund balances - beginning	268,367	31,188	-	
Fund balances - ending	$ 233,161	$ 233,161	$ 137,999	

CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023
FOR THE PERIOD ENDED AUGUST 31, 2026

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	$ 15	$ 524,841	$ 523,255	100%
Interest	1,109	14,887	-	N/A
Total revenues	1,124	539,728	523,255	103%
EXPENDITURES				
Debt service				
Principal	-	120,000	120,000	100%
Interest	-	392,625	393,713	100%
Total debt service	-	512,625	513,713	100%
Other fees & charges				
Tax collector	-	10,480	10,901	96%
Total other fees and charges	-	10,480	10,901	96%
Total expenditures	-	523,105	524,614	100%
Excess/(deficiency) of revenues over/(under) expenditures	1,124	16,623	(1,359)	
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(130,166)	-	N/A
Total other financing sources	-	(130,166)	-	N/A
Net change in fund balances	1,124	(113,543)	(1,359)	
Fund balances - beginning	402,802	517,469	467,479	
Fund balances - ending	$ 403,926	$ 403,926	$ 466,120	

CYPRESS BAY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023
FOR THE PERIOD ENDED AUGUST 31, 2026

	Current Month	Year To Date
REVENUES		
Interest	$ 1	$ 233
Total revenues	1	233
EXPENDITURES		
Capital outlay	-	132,649
Total expenditures	-	132,649
Excess/(deficiency) of revenues over/(under) expenditures	1	(132,416)
OTHER FINANCING SOURCES/(USES)		
Transfers in	-	130,166
Total other financing sources/(uses)	-	130,166
Net change in fund balances	1	(2,250)
Fund balances - beginning	195	2,446
Fund balances - ending	$ 196	$ 196



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