

*Yarborough Lane
Community Development District*

Meeting Agenda

August 11, 2022

AGENDA

Yarborough Lane

Community Development District

219 E. Livingston St., Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

August 4, 2022

**Board of Supervisors
Yarborough Lane
Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of the **Yarborough Lane Community Development District** will be held on **Thursday, August 11, 2022, at 10:30 AM** at **Highland Homes Offices, 3020 S. Florida Ave., Suite 101, Lakeland, FL 33803**

Zoom Video Link: <https://us06web.zoom.us/j/82811941010>

Zoom Call-In Number: 1-646-876-9923

Meeting ID: 828 1194 1010

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the July 14, 2022 Landowners' Meeting and Board of Supervisors Meeting
4. Presentation and Approval of First Supplemental Assessment Methodology dated August 11, 2022
5. Consideration of Resolution 2022-40 Delegation Resolution
6. Consideration of Series 2022 Ancillary Financing Documents:
 - A. True-Up Agreement
 - B. Collateral Assignment Agreement
 - C. Acquisition Agreement
 - D. Completion Agreement
 - E. Declaration of Consent

¹ Comments will be limited to three (3) minutes

F. Notice of Lien of Special Assessments

G. Consideration of Resolution 2022-41 Supplemental Delegation Assessment
Resolution

7. Review and Ranking of Proposals for District Engineering Services and Selection of District Engineer
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
9. Other Business
10. Supervisors Requests and Audience Comments
11. Adjournment

MINUTES

**MINUTES OF MEETING
YARBOROUGH LANE
COMMUNITY DEVELOPMENT DISTRICT**

The Landowners meeting of the Yarborough Lane Community Development District was held on Thursday, **July 14, 2022** at 11:22 a.m. at 320 S. Florida Ave., Suite 101, Lakeland, Florida.

Present were:

Milton Andrade
Brian Walsh
Garret Parkinson
Jeff Shenefield
Jill Burns
Lauren Gentry
Grace Kobitter
Rey Malave *by Zoom*

Chairperson
Vice Chairperson
Assistant Secretary
Assistant Secretary
District Manager, GMS
KE Law
KE Law
Dewberry

The following is a summary of the discussions and actions taken at the July 14, 2022 Yarborough Lane Community Development District's Landowners' Meeting.

FIRST ORDER OF BUSINESS

**Determination of Number of Voting Units
Represented**

Ms. Burns stated that representing Clayton Properties Group and authorizing to sign on behalf of that entity was Jeff Shenefield. Ms. Burns noted that they had five seats that were up for election.

SECOND ORDER OF BUSINESS

Call to Order

Ms. Burns called the meeting to order at 11:22 a.m.

THIRD ORDER OF BUSINESS

**Election of Chairman for the Purpose of
Conducting the Landowners' Meeting**

Ms. Burns was elected as Chairperson to hold the landowners' meeting.

FOURTH ORDER OF BUSINESS

Nominations for the Position of Supervisor

Mr. Shenefield nominated Brian Walsh, Milton Andrade, Jeff Shenefield, Garret Parkinson, and Joel Adams as Supervisors.

FIFTH ORDER OF BUSINESS

Casting of Ballots

Mr. Shenefield stated that Brian Walsh received 150 votes, Milton Andrade received 150 votes, Jeff Shenefield received 100 votes, Garret Parkinson received 100 votes, and Joel Adams received 100 votes.

SIXTH ORDER OF BUSINESS

Ballot Tabulation

Ms. Burns stated that Mr. Walsh and Mr. Andrade would serve 4-year terms and Mr. Shenefield, Mr. Parkinson, and Mr. Adams would serve 2-year terms.

SEVENTH ORDER OF BUSINESS

Landowner's Questions and Comments

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Adjournment

Ms. Burns adjourned the meeting.

Secretary/Assistant Secretary

Chairman/Vice Chairman

**MINUTES OF MEETING
YARBOROUGH LANE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Yarborough Lane Community Development District was held on Thursday, **July 14, 2022** at 11:23 a.m. at 320 S. Florida Ave., Suite 101, Lakeland, Florida.

Present and constituting a quorum were:

Milton Andrade	Chairperson
Brian Walsh	Vice Chairperson
Garret Parkinson	Assistant Secretary
Jeff Shenefield	Assistant Secretary

Also, present were:

Jill Burns	District Manager, GMS
Lauren Gentry	KE Law
Grace Kobitter	KE Law
Rey Malave <i>by Zoom</i>	Dewberry

The following is a summary of the discussions and actions taken at the July 14, 2022 Yarborough Lane Community Development District's Regular Board of Supervisor's Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order at 11:23 a.m. Four Supervisors were present at the meeting constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Administration of Oaths of Office to Newly Elected Board Members

Ms. Burns administered the oath of office to the newly elected Board members.

B. Consideration of Resolution 2022-34 Canvassing and Certifying the Results of the Landowners' Election

Ms. Burns reviewed the results of the Landowners' meeting stating that Mr. Walsh and Mr. Andrade received 150 votes and the other three Supervisors received 100 votes. She noted that Mr. Walsh and Mr. Andrade would serve 4-year terms and Mr. Shenefield, Mr. Parkinson, and Mr. Adams would serve 2-year terms.

On MOTION by Mr. Andrade, seconded by Mr. Walsh, with all in favor, Resolution 2022-34 Canvassing and Certifying the Results of the Landowners' Election, was approved.

C. Election of Officers

D. Consideration of Resolution 2022-35 Electing Officers

Ms. Burns reviewed the current status of officers with Mr. Andrade as Chair and Mr. Walsh as Vice Chair, Mr. Shenefield, Mr. Parkinson, and Mr. Adams as Assistant Secretaries. She noted GMS staff of George Flint as Assistant Secretary and herself as Secretary.

On MOTION by Mr. Shenefield, seconded by Mr. Andrade, with all in favor, Resolution 2022-35 Electing Officers as slated above, was approved.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the May 12, 2022 Organizational Meeting

Ms. Burns presented the minutes of the May 12, 2022 Organizational meeting to the Board. She asked for any questions, comments, or corrections to the meeting minutes from the Board. The Board had no changes to the minutes.

On MOTION by Mr. Walsh, seconded by Mr. Shenefield, with all in favor, the Minutes of the May 12, 2022 Organizational Meeting, were approved.

FIFTH ORDER OF BUSINESS

Public Hearings

A. Public Hearing on the Imposition of Special Assessments

Ms. Burns stated that this public hearing was advertised in the paper and a mailed notice was sent the landowner within the community.

On MOTION by Mr. Andrade, seconded by Mr. Parkinson, with all in favor, Opening the Public Hearing, was approved.

i. Presentation of Engineer's Report

Ms. Burns stated that nothing had changed on this report. She reviewed that there were two phases with a total of 157 acres in the community. She also noted the \$25,000,000 in the capital improvement plan infrastructure costs constructing stormwater management, roadways, water and sewer, street lighting and conduit, entrance features with landscape and irrigation as well as parks, amenity, and offsite. She noted that they have a contingency listed in there as well. She stated in the exhibits they could see the location as well as the master plan for the community.

Ms. Gentry added that they also had the statement that the preliminary probable costs were reasonable based on the information available, and the anticipated quality and quantity of work described.

On MOTION by Mr. Andrade, seconded by Mr. Parkinson, with all in favor, the Engineer's Report, was approved.

ii. Presentation of Assessment Methodology

Ms. Burns stated that this assessment report allocated the debt to the properties based on the special benefits that they received from the District's Capital Improvement Plan, which they reviewed in the engineer's report. She noted that this assessment report would be supplemented with one or more Supplemental Assessment Methodology reports that would reflect the actual terms of the bonds at each issuance. She referred to the tables attached stating that table 1 showed the development program with 558 units and three different product types: the single family 40', single family 50', and single family 60' lots. Table 2 showed the costs from the engineer's report, \$25,000,000 to construct the infrastructure. Table 3 showed the bond sizing estimated at \$32,155,000. Table 4 outlined the improvement costs for each of those units. Table 5 showed the par debt per unit for each of the product types: the single family 40' was \$47,287, the single family 50' was \$59,108, and the single family 60' was \$70,930. She noted that was the most they would issue for each of those product types. Table 6 showed the breakdown of the net and gross annual assessment per unit. She stated that the gross annual debt assessment included collection costs and early payment discounts that they collected on the county tax bill. She stated that the gross annual debt assessment on the 40' lot was \$3,557.87, the 50' was \$4,447.34, and the 60' was \$5,336.81. She stated that table 7 outlined the par debt per acre for all the 157 acres. She noted that they have

1 property under Clayton Properties that owns all the land within the District and the par debt per acre is \$204,809.

Ms. Burns stated that the costs were fairly reasonably apportioned across the product types and that the benefit to the land is equal to or an excess of the burden placed against it by the assessments. Ms. Gentry asked if Ms. Burns could confirm that the land subject to the assessments received special benefits from the Capital Improvement Plan. Ms. Burns responded yes; they do. Ms. Gentry asked if it was reasonable, proper, and just to assess the costs of the Capital Improvement Plan against this land. Ms. Burns responded yes. Ms. Gentry asked if it was in the best interest of the District that the Master Assessments be paid and collected in accordance with the methodology. Ms. Burns responded yes it was.

On MOTION by Mr. Andrade, seconded by Mr. Parkinson, with all in favor, the Master Assessment Methodology, was approved.

iii. Consideration of Resolution 2022-36 Levying Special Assessments

Ms. Burns stated that this will put the lien on the property. Ms. Gentry stated that they could see the findings set forth in section 2. She noted that there were standard findings based on the testimony that they had heard from Ms. Burns, the engineer's report, and the Assessment Methodology. There are findings that the project was reasonable, just, and proper for the District to complete this project and to levy the assessments to fund it. She noted that they would not physically levy a dollar amount on the property until they actually issue bonds. She noted at that point they would record a notice for those assessments for the actual amounts. She stated that this was to just let everyone know that they had gone through the procedures to levy the Master Assessments.

On MOTION by Mr. Walsh, seconded by Mr. Andrade, with all in favor, Resolution 2022-36 Levying Special Assessments, was approved.

On MOTION by Mr. Andrade, seconded by Mr. Parkinson, with all in favor, Closing the Public Hearing, was approved.

B. Public Hearing on the District's Use of the Uniform Method of Levying, Collection, and Enforcement of Non-Ad Valorem Assessments

Ms. Burns noted that this public hearing had been advertised in the paper in accordance with Florida statutes.

On MOTION by Mr. Andrade, seconded by Mr. Shenefield, with all in favor, Opening the Public Hearing, was approved.

i. Consideration of Resolution 2022-37 Expressing the District's Intent to Utilize the Uniform Method of Collection

Ms. Burns stated that this would allow them to use the Polk County tax bill to collect their assessments when they were ready to do so. She noted that it didn't obligate them to do it for the upcoming year. She stated that they would be able to put agreements in place in order to do that when they were ready. She stated that there were no members of the public present at this time.

On MOTION by Mr. Andrade, seconded by Mr. Parkinson, with all in favor, Closing the Public Hearing, was approved.

On MOTION by Mr. Andrade, seconded by Mr. Parkinson, with all in favor, Resolution 2022-37 Expressing the District's Intent to Utilize the Uniform Method of Collection, was approved.

C. Public Hearing on the Adoption of District Rules of Procedure

Ms. Burns noted that this public hearing had been advertised in the paper.

On MOTION by Mr. Andrade, seconded by Mr. Parkinson, with all in favor, Opening the Public Hearing, was approved.

i. Consideration of Resolution 2022-38 Adopting the Rules of Procedure

Ms. Burns stated that these were the same set of rules from the previous meeting, they had not changed. She noted again that there were no members of the public present.

On MOTION by Mr. Andrade, seconded by Mr. Parkinson, with all in favor, Closing the Public Hearing, was approved.

On MOTION by Mr. Andrade, seconded by Mr. Shenefield, with all in favor, Resolution 2022-38 Adopting the Rules of Procedure, was approved.

D. Public Hearing on the Adoption of the Fiscal Year 2021/2022 and 2022/2023 Budgets

Ms. Burns noted that this public hearing had been advertised in the paper. She stated that they also sent the budget to Polk County prior to the start of this hearing.

On MOTION by Mr. Andrade, seconded by Mr. Parkinson, with all in favor, Opening the Public Hearing, was approved.

i. Consideration of Resolution 2022-39 Adopting the District's Fiscal Year 2021/2022 and Fiscal Year 2022/2023 Budgets and Appropriating Funds

Ms. Burns stated that Fiscal Year 2022 was admin expenses only prorated from the time of the District's establishment through the end of the fiscal year. She noted that for Fiscal Year 2023 based on development timelines, they put a small field contingency, but they were not anticipating any major field expenses here. She stated that it was developer funded, so if it was not needed, it wouldn't be billed unless it was incurred. She noted that there were no members of the public present to provide comments at this time.

On MOTION by Mr. Andrade, seconded by Mr. Parkinson, with all in favor, Closing the Public Hearing, was approved.

Ms. Burns asked for any questions, comments or changes to the budget. Hearing none,

On MOTION by Mr. Andrade, seconded by Mr. Parkinson, with all in favor, Resolution 2022-39 Adopting the District's Fiscal Year 2021/2022 and Fiscal Year 2022/2023 Budgets and Appropriating Funds, was approved.

SIXTH ORDER OF BUSINESS

Review and Ranking of Proposals for District Engineering Services and Selection of District Engineer

Ms. Burns stated that the District issued an RFQ after the Organizational meeting for engineering services. She stated that they did receive one response back from Lighthouse

Engineering. Mr. Andrade stated that he was not familiar with Lighthouse Engineering, and he would like to rebid it. Ms. Burns stated that they would reject the single bid and rebid to get more bids.

On MOTION by Mr. Andrade, seconded by Mr. Parkinson, with all in favor, Rejection of Proposal Received and Authorization for Staff to Rebid for Proposals for District Engineering Services, was approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Gentry noted that the validation hearing was scheduled for this District on August 15, 2022 at 10:00 a.m. She noted that everything was going according to plan.

B. Engineer

There being none, the next item followed.

C. District Manager's Report

Ms. Burns noted she had nothing further to report.

EIGHTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

NINTH ORDER OF BUSINESS

**Supervisors Requests and Audience
Comments**

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Andrade, seconded by Mr. Parkinson, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

**FIRST SUPPLEMENTAL
ASSESSMENT METHODOLOGY
(ASSESSMENT AREA ONE)**

FOR

**YARBOROUGH LANE
COMMUNITY DEVELOPMENT DISTRICT**

Date: August 11, 2022

Prepared by

**Governmental Management Services - Central Florida, LLC
219 E. Livingston Street
Orlando, FL 32801**



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1.0 Introduction

The Yarborough Lane Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes (the “District”), as amended. The District plans to issue up to \$5,925,000 of tax exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements within the District, more specifically described in the Master Engineer’s Report dated May 12, 2022 prepared by Kimley-Horn and Associates, Inc. as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of public infrastructure improvements consisting of improvements that benefit property owners within the District.

1.1 Purpose

This First Supplemental Assessment Methodology Report (the “Assessment Report”) supplements the Master Assessment Methodology dated May 12, 2022 (“Master Methodology”). This Assessment Report provides for an assessment methodology for allocating the debt to be incurred by the District to benefiting properties within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the District’s capital improvement plan which improvements are generally described in the Engineer’s Report (“CIP”). This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

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

1.2 Background

The District currently includes approximately 157 acres and envisions 558 residential units within unincorporated Polk County, Florida. The development program for the District’s Assessment Area One currently envisions 281 residential units. The proposed development program for Assessment Area One is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified accordingly.

The public improvements contemplated by the District in the CIP will provide facilities that benefit certain property within the District. The CIP is delineated in the Engineer's Report. Specifically, the District will construct and/or acquire certain stormwater management system, roadways, water & wastewater systems, street lighting and conduit, entry feature, landscape & irrigation, parks and amenities, offsite improvements, professional fees, and contingency. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

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

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the assessable property, 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 Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to the assessable property within the District. The implementation of the CIP enables properties within its boundaries to be developed. Without the District's CIP, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

There is no doubt that the general public and property owners outside the District will benefit from the provision of the District's CIP. However, these benefits will be incidental to the District's CIP, which is designed solely to meet the needs of property within the District. Properties outside the District boundaries do not depend upon the District's CIP. The property owners within the District are therefore receiving special benefits not received by those outside the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

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

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated to the properties being assessed.

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

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District are greater than the costs associated with providing these benefits. The District Engineer estimates that the District's CIP that is necessary to support full development of property will cost approximately \$25,000,000. The District's Underwriter projects that financing costs required to fund a portion of the infrastructure improvements, including project costs, the cost of issuance of the Bonds, the funding of debt service reserves and capitalized interest, will be approximately \$5,925,000. Additionally, funding required to complete the CIP, which is not financed with Bonds, will all or a portion of be funded by Developer. Without the CIP, the property would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District is planning to issue up to \$5,925,000 in Bonds to fund a portion of the District's CIP, provide for capitalized interest, a debt service reserve account and cost of issuance. It is the purpose of this Assessment Report to allocate the \$5,925,000 in debt to the properties benefiting from the CIP.

Table 1 identifies the proposed land uses as identified by the Developer and current landowners of the land within the District. The District has relied on the Engineer's Report to develop the costs of the CIP needed to support the Development, these construction costs are outlined in Table 2. The improvements needed to support the Development are described in detail in the Engineer's Report and are estimated to cost \$25,000,000. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate funds to pay for a portion of the CIP and related costs was determined by the District's Underwriter to total approximately \$5,925,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan is completed. The CIP funded by District Bonds benefits all developable acres within the District.

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

Once platting or the recording of declaration of condominium, ("Assigned Properties") has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive on a first platted, first assigned basis. The Unassigned Properties, defined as property that has not been platted, assigned development rights or subjected to a declaration of condominium, will continue to be assessed on a per acre basis ("Unassigned Properties"). Eventually the development plan for Assessment Area One will be completed and the debt relating to the Bonds will be allocated to the planned 281 residential units, which benefit from the CIP, as depicted in Table 5 and Table 6. If there are changes to the development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0

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

2.3 Allocation of Benefit

The CIP consists of stormwater management system, roadways, water & wastewater systems, street lighting and conduit, entry feature, landscape & irrigation, parks and amenities, offsite improvements, professional fees, and contingency. There are three residential product type(s) within the planned development. The Single Family 50' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the improvements on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed CIP will provide several types of systems, facilities and services for its residents. These include stormwater management system, roadways, water & wastewater systems, street lighting and conduit, entry feature, landscape & irrigation, parks and amenities, offsite improvements, professional fees, and contingency. These improvements accrue in

differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

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

For the provision of CIP, the special and peculiar benefits are:

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

These special and peculiar benefits are real and ascertainable, but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

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

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the District's CIP have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

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

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed CIP is developed or acquired and financed by the District.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the Developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Property. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, at the time Unassigned Properties become Assigned Properties, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the proposed plat, or site plan approval. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no adjustment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding Bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

4.0 Assessment Roll

The District will initially distribute the liens across the property within the District boundaries on a gross acreage basis. As Assigned Property becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit first platted, first assigned basis, as shown in Table 6. If the land use plan changes, then the District will update Table 6 to reflect the changes. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. At this time the debt associated with the District's CIP will be distributed evenly across the acres of the District. As the development process occurs, the debt will be distributed against the Assigned Property in the manner described in this Assessment Report. The current assessment roll is depicted in Table 7.

TABLE 1
YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
FIRST SUPPLEMENTAL ASSESSMENT METHODOLOGY (ASSESSMENT AREA ONE)

Product Types	Phase 1	ERUs per Unit (1)	Total ERUs	ERU % Per Product Type
Single Family 40'	75	0.8	60	22.08%
Single Family 50'	177	1.0	177	65.12%
Single Family 60'	29	1.2	35	12.80%
Total Units	281		272	

(1) Benefit is allocated on an ERU basis; based on density of planned development, with a Single Family 50' unit equal to 1 ERU

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 2
YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT
INFRASTRUCTURE COST ESTIMATES
FIRST SUPPLEMENTAL ASSESSMENT METHODOLOGY (ASSESSMENT AREA ONE)

Capital Improvement Plan ("CIP") (1)	Total Cost Estimate
Stormwater Management System	\$3,500,000
Roadways	\$7,500,000
Water & Wastewater Systems	\$4,000,000
Street Lighting and Conduit	\$800,000
Entry Feature, Landscape, Irrigation	\$800,000
Parks and Amenities	\$2,500,000
Offsite Improvements	\$1,800,000
Professional Services	\$750,000
Contingency	\$3,350,000
Total	\$25,000,000

(1) A detailed description of these improvements is provided in the Master Engineer's Report dated May 12, 2022

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
FIRST SUPPLEMENTAL ASSESSMENT METHODOLOGY (ASSESSMENT AREA ONE)

Description	Total
Construction Funds	\$5,321,181
Debt Service Reserve	\$203,850
Capitalized Interest	\$81,469
Underwriters Discount	\$118,500
Cost of Issuance	\$200,000
Par Amount*	\$5,925,000

Bond Assumptions:

Average Coupon	5.50%
Amortization	30 years
Capitalized Interest	3 Months
Debt Service Reserve	50% of Max Annual D/S
Underwriters Discount	2%

* Par amount is subject to change based on the actual terms at the sale of the Bonds

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF BENEFIT
FIRST SUPPLEMENTAL ASSESSMENT METHODOLOGY (ASSESSMENT AREA ONE)

Allocation of Benefit**

Product Types	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product	Improvement Costs Per Unit
					Type	
Single Family 40'	154	0.8	123	22.65%	\$5,661,765	\$36,765
Single Family 50'	320	1.0	320	58.82%	\$14,705,882	\$45,956
Single Family 60'	84	1.2	101	18.53%	\$4,632,353	\$55,147
Totals	558		544	100.00%	\$25,000,000	

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

**Referenced in the Master Assessment Methodology Report dated May 12, 2022

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5
YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL BENEFIT/PAR DEBT TO EACH PRODUCT TYPE
FIRST SUPPLEMENTAL ASSESSMENT METHODOLOGY (ASSESSMENT AREA ONE)

Product Types	No. of Units *	Total Improvements	Allocation of Par	Par Debt Per Unit
		Costs Per Product Type	Debt Per Product Type	
Single Family 40'	75	\$2,757,353	\$1,307,947	\$17,439
Single Family 50'	177	\$8,134,191	\$3,858,444	\$21,799
Single Family 60'	29	\$1,599,265	\$758,609	\$26,159
Totals	281	\$12,490,809	\$5,925,000	

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6
YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
FIRST SUPPLEMENTAL ASSESSMENT METHODOLOGY (ASSESSMENT AREA ONE)

Product Types	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Single Family 40	75	\$1,307,947	\$17,439	\$90,000	\$1,200.00	\$1,290.32
Single Family 50	177	\$3,858,444	\$21,799	\$265,500	\$1,500.00	\$1,612.90
Single Family 60	29	\$758,609	\$26,159	\$52,200	\$1,800.00	\$1,935.48
Totals	281	\$5,925,000		\$407,700		

(1) This amount includes collection fees and early payment discounts when collected on the County Tax Bill

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 7
YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
FIRST SUPPLEMENTAL ASSESSMENT METHODOLOGY (ASSESSMENT AREA ONE)

Owner	Property*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Clayton Properties Group, Inc.	Yarborough Lane CDD	157	\$37,739	\$5,925,000	\$407,700	\$438,387
Totals		157		\$5,925,000	\$407,700	\$438,387

(1) This amount includes collection fees and early payment discounts when collected on the County Tax Bill

Annual Assessment Periods	30
Average Coupon Rate (%)	5.50%
Maximum Annual Debt Service	\$407,700

* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

Exhibit A

LEGAL DESCRIPTION:

PARCEL 1

LOT 40 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, W. F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, FLORIDA, SAID LOT BEING EQUIVALENT TO THE NW 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION, TOWNSHIP AND RANGE. PARCEL ID. 232924-288000-004001 AND 232924-288000-004002.

AND

PARCEL 2

LOT 39 OF W.F. HALLAM & COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, LESS THAT PORTION OF ADDITIONAL ROAD RIGHT-OF-WAY RECORDED FOR CREWS LAKE DRIVE. PARCEL ID. 232924-288000-003900.

AND

PARCEL 3

LOT 41 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, OF W. F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-288000-004100.

AND

PARCEL 4

THE SE 1/4 OF NW 1/4 OF SW 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, ALSO KNOWN AS LOT 42 OF W. F. HALLAM & CO'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 102A OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703. PARCEL ID. 232924-288000-004200.

AND

PARCEL 5

LOTS 55 AND 56 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, OF W. F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102, PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703. PARCEL ID. 232924-288000-005500.

AND

PARCEL 6

THE SW 1/4 OF THE SW 1/4 OF THE SW 1/4 IN SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST OR LOT 57 OF W. F. HALLAM & CO'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 102A, AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-288000-006700.

AND

PARCEL 7

THE SE 1/4 OF THE SW 1/4, LESS THE NE 1/4 OF SE 1/4 OF SW 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-000000-042020.

AND

PARCEL 8

LOT 58, IN SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, W. F. HALLAM & CO.'S CLUB COLONY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102 AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-288000-005801.

AND

PARCEL 9

THE NE 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST, ALL LYING IN POLK COUNTY, FLORIDA. PARCEL ID. 242928-000000-031030.

AND

PARCEL 10

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, LESS RIGHT-OF-WAY, LYING IN POLK COUNTY, FLORIDA. PARCEL ID. 242928-000000-024030.

AND

PARCEL 11

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, LESS ROAD RIGHT-OF-WAY, LYING IN POLK COUNTY, FLORIDA. PARCEL ID. 232924-000000-024050.

AND

PARCEL 12

LOTS 7 AND 8 OF W. F. HALLAM & CO'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 102A, ALSO DESCRIBED AS THE N 1/2 OF THE NW 1/4 OF THE NW 1/4 IN SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS THE NORTH 24.0 FEET OF THE WEST 65.0 FEET OF THE NW 1/4 OF THE NW 1/4 OF THE NW 1/4. PARCEL ID. 282924-288500-000072.

LESS AND EXCEPT

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26, THE SAME ALSO BEING THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26 AND ALSO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23 AND ALSO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE NORTH 89°43'16" EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 23, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, NORTH 00°39'14" WEST A DISTANCE OF 382.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1970.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 4°07'19" (CHORD = 141.70 FEET, CHORD BEARING = NORTH 01°24'26" EAST) FOR A DISTANCE OF 141.73 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2030.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 3°45'28" (CHORD = 133.71 FEET, CHORD BEARING = NORTH 01°34'51" EAST) FOR A DISTANCE OF 133.73 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH THE NORTH BOUNDARY OF THE AFOREMENTIONED SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23; THENCE SOUTH 89°39'18" WEST ALONG SAID NORTH BOUNDARY AND ALONG THE NORTH BOUNDARY OF THE AFOREMENTIONED SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, A DISTANCE OF 180.53 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, SOUTH 00°39'14" EAST, A DISTANCE OF 260.00 FEET; THENCE NORTH 89°20'46" EAST, A DISTANCE OF 110.39 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2030.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 0°44'15" (CHORD = 26.13 FEET, CHORD BEARING = SOUTH 00°17'07" EAST) FOR A DISTANCE OF 26.13 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°39'14" EAST, A DISTANCE OF 558.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 595.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 18°14'38" (CHORD = 188.86 FEET, CHORD BEARING = SOUTH 09°46'53" EAST) FOR A DISTANCE OF 188.46 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH THE EAST BOUNDARY OF THE AFOREMENTIONED NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26; THENCE DEPARTING SAID CURVE AND ALONG THE SAID EAST BOUNDARY, NORTH 00°38'19" WEST A DISTANCE OF 342.78 FEET TO THE POINT OF BEGINNING.

SECTION V

RESOLUTION NO. 2022-40

A RESOLUTION OF THE BOARD OF SUPERVISORS OF YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF ITS YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022 (SERIES 2022 PROJECT) (THE "SERIES 2022 BONDS"); DETERMINING CERTAIN DETAILS OF THE SERIES 2022 BONDS AND ESTABLISHING CERTAIN PARAMETERS FOR THE SALE THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST SUPPLEMENTAL TRUST INDENTURE; AUTHORIZING THE NEGOTIATED SALE OF THE SERIES 2022 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT TO THE SERIES 2022 BONDS AND AWARDED THE SERIES 2022 BONDS TO THE UNDERWRITER NAMED THEREIN; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM RELATING TO THE SERIES 2022 BONDS AND ITS USE BY THE UNDERWRITER IN CONNECTION WITH THE OFFERING FOR SALE OF THE SERIES 2022 BONDS; APPROVING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM RELATING TO THE SERIES 2022 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; PROVIDING FOR THE APPLICATION OF SERIES 2022 BOND PROCEEDS; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2022 BONDS; MAKING CERTAIN DECLARATIONS; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Yarborough Lane Community Development District (the "District") is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") and created by Ordinance No. 2022-031 enacted by the Board of County Commissioners of Polk County, Florida (the "County"), which became effective on May 3, 2022; and

WHEREAS, pursuant to the Act and Resolution No. 2022-26 duly adopted by the Board of Supervisors of the District on May 12, 2022 (the "Bond Resolution"), the Board of Supervisors has approved the form of a Master Trust Indenture (the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association, as Trustee (the "Trustee"); and

WHEREAS, the District duly adopted Resolution No. 2022-27 on May 12, 2022, declaring the levy and collection of special assessments (the "Special Assessments") pursuant to the Act and Chapter 170, Florida Statutes, indicating the location, nature and estimated cost of the

improvements which cost is to be defrayed by the Special Assessments, providing the manner in which the Special Assessments will be made, designating the benefited lands upon which the Special Assessments will be levied, authorizing the preparation of a preliminary assessment roll and fixing the time and place of a public hearing; and

WHEREAS, the District duly adopted Resolution No. 2022-28 on May 12, 2022, setting a public hearing to be held on July 14, 2022, for the purpose of hearing public comment on imposing the Special Assessments; and

WHEREAS, the District duly adopted Resolution No. 2022-36 on July 14, 2022, authorizing the construction of public infrastructure within the District boundaries which are to be developed in [two phases], as described more particularly in the [Engineer's Report dated May 2022], and summarized in Schedule I attached to this Resolution, and equalizing, approving, confirming and levying the Special Assessments on the property within the District benefited by the Series 2022 Project (as defined herein); and

WHEREAS, the District has determined to issue its Yarborough Lane Community Development District Special Assessment Bonds, Series 2022 (Series 2022 Project) (the "Series 2022 Bonds") for the primary purpose of providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of public infrastructure for [281] single family residential units (the "Series 2022 Project"); and

WHEREAS, the Series 2022 Bonds will constitute Bonds validated and confirmed by a final judgment of the Tenth Judicial Circuit Court in and for Polk County, Florida, on or about August 15, 2022; and

WHEREAS, on May 12, 2022, the District approved a Master Assessment Methodology Report dated May 12, 2022, as supplemented by [_____] for Yarborough Lane Community Development District dated [____], 2022 (collectively, the "Assessment Methodology Report") each prepared by the District's Methodology Consultant, Governmental Management Services – Central Florida, LLC, setting forth the District's methodology for allocating debt to property within the District, setting forth the District's methodology for allocating debt in connection with the Series 2022 Bonds to property within the District; and

WHEREAS, the Series 2022 Bonds will be secured by special assessments levied and imposed on assessable land within the District in accordance with the Assessment Methodology Report; and

WHEREAS, there has been submitted to this meeting with respect to the issuance and sale of the Series 2022 Bonds and submitted to the Board:

- (i) a form of First Supplemental Trust Indenture between the Trustee and the District attached hereto as Exhibit A (the "First Supplemental Indenture" and together with the Master Indenture, the "Indenture");
- (ii) a form of Bond Purchase Contract with respect to the Series 2022 Bonds between FMSbonds, Inc. (the "Underwriter") and the District attached hereto as Exhibit B (the "Bond Purchase Contract"), together with the form of a disclosure

statement attached to the Bond Purchase Contract in accordance with Section 218.385, Florida Statutes;

(iii) a form of Preliminary Limited Offering Memorandum relating to the Series 2022 Bonds attached hereto as Exhibit C (the "Preliminary Limited Offering Memorandum");

(iv) a form of Rule 15c2-12 Certificate of the District relating to the Preliminary Limited Offering Memorandum, attached hereto as Exhibit D (the "Rule 15c2-12 Certificate"); and

(v) a form of the Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") to be entered into among the District, the dissemination agent named therein (the "Dissemination Agent"), and any landowner constituting an "Obligated Person" under the terms of the Continuing Disclosure Agreement, attached hereto as Exhibit E;

WHEREAS, any capitalized term used herein and not otherwise expressly defined herein shall have the meaning ascribed thereto in the Indenture; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Yarborough Lane Community Development District, as follows:

Section 1. Authorization of Issuance of Series 2022 Bonds. There are hereby authorized and directed to be issued Yarborough Lane Community Development District Special Assessment Bonds, Series 2022 (Series 2022 Project) (the "Series 2022 Bonds") in an aggregate principal amount not to exceed \$7,500,000, for the purposes of (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Series 2022 Project, (ii) making a deposit to the Series 2022 Reserve Account in an amount equal to the Series 2022 Reserve Requirement, (iii) funding a portion of the interest coming due on the Series 2022 Bonds, and (iv) paying certain costs of issuance in respect of the Series 2022 Bonds. The Series 2022 Bonds shall be issued under and secured by the Indenture the form of which by reference is hereby incorporated by reference into this resolution as if set forth in full herein.

Section 2. Details of the Series 2022 Bonds. The District hereby determines that the Series 2022 Bonds shall mature in the amounts and at the times, shall bear interest at the rates, be redeemable at the redemption prices and in the manner as determined by the Chairperson of the Board of Supervisors of the District (the "Chairperson") or any member of the Board of Supervisors designated by the Chairperson (a "Designated Member"), prior to the sale of said Series 2022 Bonds, all in a manner consistent with the requirements of the Bond Resolution and within the parameters set forth in Section 5 hereof.

Section 3. First Supplemental Indenture. The District hereby approves and authorizes the execution of the First Supplemental Indenture by the Chairperson or any Designated Member and the Secretary or any Assistant Secretary of the Board of Supervisors (the "Secretary") and the delivery of the First Supplemental Indenture in substantially the form thereof attached hereto as Exhibit A, with such changes therein as shall be approved by the Chairperson or

Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of First Supplemental Indenture attached hereto.

Section 4. Negotiated Sale. The Series 2022 Bonds shall be sold by a negotiated sale to the Underwriter. It is hereby determined by the District that a negotiated sale of the Series 2022 Bonds to the Underwriter will best effectuate the purposes of the Act, is in the best interests of the District and is necessitated by, in general, the characteristics of the issues and prevailing market conditions and specifically, the following additional reasons:

(i) because of the complexity of the financing structure of the Series 2022 Bonds, including the pledge of Special Assessments as security for the Series 2022 Bonds, it is desirable to sell the Series 2022 Bonds pursuant to a negotiated sale so as to have an underwriter involved from the outset of the financing to assist in these matters;

(ii) because of changing market conditions for tax-exempt bonds and the necessity of being able to adjust the terms of the Series 2022 Bonds, it is in the best interests of the District to sell the Series 2022 Bonds by a negotiated sale;

(iii) the Underwriter has participated in structuring the issuance of the Series 2022 Bonds and can assist the District in attempting to obtain the most attractive financing for the District;

(iv) the Series 2022 Bonds do not bear a credit rating and will be offered initially only to accredited investors within the meaning of Chapter 517, Florida Statutes, and the rules of the Florida Department of Financial Services promulgated thereunder; and

(v) the District will not be adversely affected if the Series 2022 Bonds are not sold pursuant to a competitive sale.

Section 5. Bond Purchase Contract. The District hereby approves the form of the Bond Purchase Contract submitted by the Underwriter and attached hereto as Exhibit B, and the sale of the Series 2022 Bonds by the District upon the terms and conditions set forth in the Bond Purchase Contract is hereby approved. The Chairperson or a Designated Member are each hereby authorized, acting individually, to execute the Bond Purchase Contract and to deliver the Bond Purchase Contract to the Underwriter. The Bond Purchase Contract shall be in substantially the form of the Bond Purchase Contract attached hereto as Exhibit B with such changes, amendments, modifications, omissions and additions as may be approved by the Chairperson or the Designated Member; provided, however,

(i) If the Series 2022 Bonds are subject to optional redemption, which determination will be made on or before the sale date of the Series 2022 Bonds, the first optional call date and the redemption price shall be determined on or before the Bond Purchase Contract is executed;

(ii) The interest rate on the Series 2022 Bonds shall not exceed an average net interest cost rate, which shall be computed by adding 300 basis points to The Bond Buyer "20 Bond Index" published immediately preceding the first day of the calendar month in which the bonds are sold, as provided in Section 215.84(3), Florida Statutes, as amended;

(iii) The aggregate principal amount of the Series 2022 Bonds shall not exceed \$7,500,000;

(iv) The Series 2022 Bonds shall have a final maturity not later than the maximum term allowed by Florida law, which is currently thirty years of principal amortization; and

(v) The price at which the Series 2022 Bonds shall be sold to the Underwriter shall not be less than 98.0% of the aggregate face amount of the Series 2022 Bonds, exclusive of original issue discount.

Execution by the Chairperson or a Designated Member of the Bond Purchase Contract shall be deemed to be conclusive evidence of approval of such changes.

Section 6. Preliminary Limited Offering Memorandum; Final Limited Offering Memorandum. The District hereby approves the form of the Preliminary Limited Offering Memorandum submitted to this meeting and attached hereto as Exhibit C and authorizes its distribution and use in connection with the limited offering for sale of the Series 2022 Bonds. The preparation of a final Limited Offering Memorandum relating to the Series 2022 Bonds (the "Limited Offering Memorandum") is hereby approved and the Chairperson or any Designated Member is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the Series 2022 Bonds and, upon such award, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the Series 2022 Bonds. The Limited Offering Memorandum shall be substantially in the form of the Preliminary Limited Offering Memorandum attached hereto as Exhibit C, with such changes as shall be approved by the Chairperson or Designated Member as necessary to conform the details of the Series 2022 Bonds and such other insertions, modifications and changes as may be approved by the Chairperson or Designated Member. The execution and delivery of the Limited Offering Memorandum by the Chairperson or Designated Member shall constitute evidence of the approval thereof. The District hereby authorizes the use of the Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the Series 2022 Bonds. The Chairperson is further authorized to deem the Preliminary Limited Offering Memorandum "final" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, in the form as mailed, and in furtherance thereof to execute the Rule 15c2-12 Certificate evidencing the same substantially in the forms attached hereto as Exhibit D.

Section 7. Continuing Disclosure. The District hereby authorizes and approves the execution and delivery of the Continuing Disclosure Agreement by and among the District, the Dissemination Agent and any landowner constituting an "Obligated Person" under the Continuing Disclosure Agreement, by the Chairperson or a Designated Member substantially in the form presented to this meeting and attached hereto as Exhibit E, with such changes therein as shall be approved by the Chairperson or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of Continuing Disclosure Agreement attached hereto. The Continuing Disclosure Agreement is being executed by the District in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) promulgated by the U.S. Securities and Exchange Commission.

Section 8. Application of Bond Proceeds. The proceeds of the Series 2022 Bonds shall be applied in the manner required in the First Supplemental Indenture.

Section 9. Further Official Action; Ratification of Prior and Subsequent Acts. The Chairperson, the Secretary and each member of the Board of Supervisors of the District and any other proper official of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments (including, without limitation, any documents required by the Trustee to evidence its rights and obligations with respect to the Series 2022 Bonds, any documents required in connection with implementation of a book-entry system of registration, and investment agreements relating to the investment of the proceeds of the Series 2022 Bonds and any agreements in connection with maintaining the exclusion of interest on the Series 2022 Bonds from gross income of the holders thereof) and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairperson or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation. The Chairperson or any Designated Member may, among other things, change the date of any document accompanying this Resolution as an exhibit. Execution by the Chairperson or a Designated Member of such document shall be deemed to be conclusive evidence of approval of such change of date. All of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 10. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 11. Inconsistent Proceedings. All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

Section 12. Ratification of Prior Acts. All actions previously taken by or on behalf of the District in connection with the issuance of the Series 2022 Bonds are hereby authorized, ratified and confirmed.

Section 13. Public Meetings. It is hereby found and determined that all formal actions of the District concerning and relating to the adoption of this Resolution and the consummation of the transactions contemplated by this Resolution were adopted in open meetings of the District, and that all deliberations of the District that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

Section 14. Effective Date. This Resolution shall take effect immediately upon its adoption.

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PASSED in Public Session of the Board of Supervisors of Yarborough Lane Community Development District, this 11th day of August, 2022.

**YARBOROUGH LANE COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Secretary,
Board of Supervisors

Chairperson, Board of Supervisors

SCHEDULE I

DESCRIPTION OF SERIES 2022 PROJECT

[TO BE UPDATED TO REFLECT TWO PHASES OF DEVELOPMENT]

The Series 2022 Project includes, but is not limited to the following public infrastructure described in the Yarborough Lane Community Development District Engineer's Report dated May 2022, prepared by Kimley-Horn and Associates, Inc.:

<u>Infrastructure</u>	<u>Total</u>
Stormwater Management System ⁽¹⁾⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾⁽⁷⁾	\$ 3,500,000
Roadways ⁽¹⁾⁽⁴⁾⁽⁵⁾⁽⁷⁾	7,500,000
Water and Wastewater Systems ⁽¹⁾⁽⁵⁾⁽⁷⁾⁽¹¹⁾	4,000,000
Streetlighting and Conduit ⁽¹⁾⁽⁵⁾⁽⁷⁾⁽⁹⁾⁽¹¹⁾	800,000
Entry Feature, Landscape, Irrigation ⁽¹⁾⁽⁷⁾⁽⁸⁾⁽⁹⁾⁽¹¹⁾	800,000
Parks and Amenities ⁽¹⁾⁽⁷⁾⁽¹¹⁾	2,500,000
Offsite Improvements ⁽¹⁾⁽⁵⁾⁽⁷⁾⁽¹¹⁾	1,800,000
Professional Services	750,000
10% Contingency ⁽¹¹⁾	3,350,000
TOTAL	\$25,000,000

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 lot development and home construction, which will be provided by home builder.
3. Includes Stormwater pond excavation. Does not include the cost of transporting 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 2021 cost.
8. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
9. CDD will enter into a Lighting Agreement with Duke Energy for the streetlight poles and lighting service. Includes only the cost of undergrounding.
10. Estimates based on 558 lots.
11. The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (all phases).
12. Phasing and cost figures provided herein relate to the existing District.

EXHIBIT A

FORM OF FIRST SUPPLEMENTAL TRUST INDENTURE

FIRST SUPPLEMENTAL TRUST INDENTURE

between

**YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT
(POLK COUNTY, FLORIDA)**

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

as Trustee

Dated as of [_____] 1, 2022

**Authorizing and Securing
\$ _____
YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2022
(SERIES 2022 PROJECT)**

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EXHIBIT A	DESCRIPTION OF SERIES 2022 PROJECT
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THIS **FIRST SUPPLEMENTAL TRUST INDENTURE** (the "First Supplemental Trust Indenture"), dated as of [_____] 1, 2022, between the **YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT** (together with its successors and assigns, the "Issuer" or the "District"), a local unit of special-purpose government organized and existing under the laws of the State of Florida, 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 (said national banking association and any bank or trust company becoming successor trustee under this First Supplemental Trust Indenture being hereinafter referred to as the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") created pursuant to Ordinance No. 2022-031 enacted by the Board of County Commissioners of Polk County, Florida (the "County"), on May 3, 2022, for the purposes of delivering community development services and facilities to property to be served by the District (as defined below); and

WHEREAS, the premises governed by the Issuer (the "District Lands") (as further described in Exhibit A attached to the Master Indenture (as defined herein)) currently consist of approximately 157 gross acres of land located within the County; and

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

WHEREAS, the Issuer has determined to undertake the acquisition and/or construction of public infrastructure improvements and community facilities for the special benefit of the District Lands to be developed in one phase; and

WHEREAS, the Issuer has previously adopted Resolution No. 2022-26 on May 12, 2022 (the "Original Authorizing Resolution"), authorizing the issuance of not to exceed \$30,000,000 in aggregate principal amount of its Special Assessment Bonds (the "Bonds") to finance all or a portion of the planning, financing, construction, and acquisition costs of certain improvements pursuant to the Act for the special benefit of the District Lands or portions thereof and approving the form of and authorizing the execution and delivery of the Master Indenture; and

WHEREAS, Clayton Properties Group, Inc., a Tennessee corporation, is the owner of the lands (the "Series 2022 Landowner") planned for 281 single-family residential units (the "Series 2022 Assessment Area") and associated infrastructure; and

WHEREAS, the Series 2022 Landowner will construct or cause the Issuer to construct all or a portion of the public infrastructure necessary to serve the Series 2022 Assessment Area (such public infrastructure as described on Exhibit A attached hereto and collectively referred to as the "Series 2022 Project"); and

WHEREAS, the Issuer has determined to issue its Series of Bonds, as authorized by Resolution No. 2022-26 duly adopted by the Board on May 12, 2022, and designated as the Yarborough Lane Community Development District Special Assessment Bonds, Series 2022 (Series 2022 Project) (the "Series 2022 Bonds"), pursuant to the certain Master Indenture and this First Supplemental Trust Indenture (hereinafter sometimes collectively referred to as the "Series 2022 Indenture"); and

WHEREAS, in the manner provided herein, the net proceeds of the Series 2022 Bonds will be used for the purposes of (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Series 2022 Project, (ii) funding a deposit to the Series 2022 Reserve Account in the amount of the Series 2022 Reserve Requirement, (iii) paying a portion of the interest coming due on the Series 2022 Bonds, and (iv) paying the costs of issuance of the Series 2022 Bonds; and

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

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

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

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

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

interest due or to become due thereon, at the times and in the manner mentioned in such Series 2022 Bonds and the Series 2022 Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Series 2022 Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this First Supplemental Trust Indenture and the rights hereby granted shall cease and terminate, otherwise this First Supplemental Trust Indenture to be and remain in full force and effect.

ARTICLE I DEFINITIONS

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

"Acquisition Agreement" shall mean that certain Agreement by and between the District and the Series 2022 Landowner regarding the acquisition of certain work product, improvements and real property, dated _____, 2022.

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

"Assessment Resolutions" shall mean Resolution No. 2022-27, 2022-28, 2022-36 and 2022-__ of the Issuer adopted on May 12, 2022, May 12, 2022, July 14, 2022 and _____, 2022, respectively, as amended and supplemented from time to time.

"Authorized Denomination" shall mean, with respect to the Series 2022 Bonds, denominations of \$5,000 and any integral multiple thereof; provided, however, if any initial Beneficial Owner (as defined herein) does not purchase at least \$100,000 of the Series 2022 Bonds at the time of initial delivery of the Series 2022 Bonds, such Beneficial Owner must either execute and deliver to the Issuer and the Underwriter on the date of delivery of the Series 2022 Bonds the investor letter 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.

"Collateral Assignment" shall mean the agreement wherein certain rights and material documents necessary to complete the development planned by the Series 2022 Landowner on the District Lands are collaterally assigned to the District as security for the Series 2022 Landowner's obligation to pay the Series 2022 Special Assessments imposed against such lands which are within the Series 2022 Assessment Area subject to the Series 2022 Special Assessments and owned by the Series 2022 Landowner from time to time.

"Completion Agreement" shall mean the Agreement between the District and the Series 2022 Landowner regarding the completion of certain improvements, dated _____, 2022.

"Consulting Engineer" shall mean Kimley-Horn and Associates, Inc.

"Conditions for Reduction of Reserve Requirement" shall mean collectively (i) all homes within the Series 2022 Assessment Area have been built, sold and closed with end-users, (ii) all of the principal portion of the Series 2022 Special Assessments has been assigned to such homes, and (iii) no Events of Default shall have occurred under the Series 2022 Indenture, all as certified by the District Manager in writing and upon which the Trustee may conclusively rely.

"Continuing Disclosure Agreement" shall mean the Continuing Disclosure Agreement for the benefit of the Beneficial Owners of the Series 2022 Bonds, dated _____, 2022, by and among the Issuer, the dissemination agent named therein, and the Series 2022 Landowner, in connection with the issuance of the Series 2022 Bonds.

"Declaration of Consent" shall mean the certain instrument executed by the Series 2022 Landowner declaring consent to the jurisdiction of the District and the imposition of the Series 2022 Special Assessments.

"District Lands" shall mean the premises governed by the Issuer currently consisting of approximately 157 gross acres of land located within the County.

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

"Electronic Means" shall mean telecopy, facsimile transmission, email transmission or other similar electronic means of communicating providing evidence of transmission.

"Engineer's Report" shall mean the Engineer's Report dated [May 2022] and revised on [_____, 2022], prepared by the Consulting Engineer.

"Interest Payment Date" shall mean May 1 and November 1 of each year, commencing November 1, 2022.

"Majority Holders" means the Beneficial Owners of more than fifty percent (50%) in aggregate principal amount of the Outstanding Series 2022 Bonds.

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

"Paying Agent" shall mean U.S. Bank Trust Company, National Association, and its successors and assigns as Paying Agent hereunder.

"Prepayment" shall mean the payment by any owner of property of the amount of Series 2022 Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments. The term "Prepayment" also means any proceeds

received as a result of accelerating and/or foreclosing the Series 2022 Special Assessments. "Prepayments" shall include, without limitation, Series 2022 Prepayment Principal.

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

"Redemption Price" shall mean the principal amount of any Series 2022 Bond plus the applicable premium, if any payable upon redemption thereof pursuant to this First Supplemental Trust Indenture.

"Registrar" shall mean U.S. Bank Trust Company, National Association and its successors and assigns as Registrar hereunder.

"Regular Record Date" shall mean the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date or the date on which the principal of the Series 2022 Bonds are to be paid.

""

""

""

"Resolution" shall mean, collectively, (i) Resolution No. 2022-26 of the Issuer adopted on May 12, 2022, pursuant to which the Issuer authorized the issuance of not exceeding \$30,000,000 aggregate principal amount of its Bonds to finance the construction or acquisition of the Series 2022 Project, and (ii) Resolution No. [2022-40] of the Issuer adopted on [August 11], 2022, pursuant to which the Issuer authorized, among other things, the issuance of the Series 2022 Bonds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Series 2022 Project, specifying the details of the Series 2022 Bonds and awarding the Series 2022 Bonds to the purchasers of the Series 2022 Bonds.

"Series 2022 Acquisition and Construction Account" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this First Supplemental Trust Indenture.

"Series 2022 Assessment Area" shall mean the approximately [] acres of land within the District currently planned for 281 single-family lots, recreation & amenity areas, and associated infrastructure.

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

"Series 2022 Bonds" shall mean the \$_____ aggregate principal amount of Yarborough Lane Community Development District Special Assessment Bonds, Series 2022 (Series 2022 Project), to be issued as fully registered Bonds in accordance with the provisions of

the Master Indenture and this First Supplemental Trust Indenture, and secured and authorized by the Master Indenture and this First Supplemental Trust Indenture.

"Series 2022 Costs of Issuance Account" shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this First Supplemental Trust Indenture.

"Series 2022 General Redemption Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2022 Bond Redemption Account pursuant to Section 4.01(g) of this First Supplemental Trust Indenture.

"Series 2022 Indenture" shall mean collectively, the Master Indenture and this First Supplemental Trust Indenture.

"Series 2022 Interest Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(d) of this First Supplemental Trust Indenture.

"Series 2022 Landowner" shall mean Clayton Properties Group, Inc., a Tennessee corporation, and any entity or entities which succeed to all or any part of the interests and assume any or all of the responsibilities of said entities.

"Series 2022 Optional Redemption Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2022 Bond Redemption Account pursuant to Section 4.01(g) of this First Supplemental Trust Indenture.

"Series 2022 Pledged Revenues" shall mean with respect to the Series 2022 Bonds (a) all revenues received by the Issuer from Series 2022 Special Assessments levied and collected on the assessable lands within the Series 2022 Assessment Area, benefitted by the Series 2022 Project, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2022 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2022 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Series 2022 Indenture created and established with respect to or for the benefit of the Series 2022 Bonds; provided, however, that Series 2022 Pledged Revenues shall not include (A) any moneys transferred to the Series 2022 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2022 Costs of Issuance Account of the Acquisition and Construction Fund, and (C) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Series 2022 Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso).

"Series 2022 Prepayment Principal" shall mean the portion of a Prepayment corresponding to the principal amount of Series 2022 Special Assessments being prepaid pursuant to Section 4.05 of this First Supplemental Trust Indenture or Series 2022 Special Assessments collected as a result of an acceleration of the Series 2022 Special Assessments pursuant to Section 170.10, Florida Statutes, if such Series 2022 Special Assessments are being collected through a direct billing method.

"Series 2022 Prepayment Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2022 Bond Redemption Account pursuant to Section 4.01(g) of this First Supplemental Trust Indenture.

"Series 2022 Project" shall mean the associated infrastructure benefitting the District Lands and necessary for the development of 281 single family residential units within such District Lands as described on Exhibit A attached hereto.

"Series 2022 Rebate Account" shall mean the Account so designated, established as a separate Account within the Rebate Fund pursuant to Section 4.01(j) of this First Supplemental Trust Indenture.

"Series 2022 Reserve Account" shall mean the Account so designated, established as a separate Account within the Reserve Fund pursuant to Section 4.01(f) of this First Supplemental Trust Indenture.

"Series 2022 Reserve Requirement" or "Reserve Requirement" shall (i) initially, be an amount equal to fifty percent (50%) of the maximum annual debt service on the Series 2022 Bonds as calculated from time to time; and (ii) upon the occurrence of the Conditions for Reduction of Reserve Requirement, ten percent (10%) of the maximum annual debt service on the Series 2022 Bonds as calculated from time to time. Upon satisfaction of the Conditions for Reduction of Reserve Requirement, such excess amount shall be released from the Series 2022 Reserve Account and transferred to the Series 2022 Acquisition and Construction Account in accordance with the provisions of Sections 4.01(a) and 4.01(f) hereof. For the purpose of calculating the Series 2022 Reserve Requirement, fifty percent (50%) of maximum annual debt service or ten percent (10%) of maximum annual debt service, as the case may be, shall be recalculated by the Issuer in connection with the extraordinary mandatory redemption described in Sections 3.01(b)(i) and 3.01(b)(iii) hereof (but not upon the optional or mandatory sinking fund redemption thereof) and such excess amount shall be released from the Series 2022 Reserve Account and, other than as provided in the immediately preceding sentence, transferred to the Series 2022 General Redemption Subaccount or the Series 2022 Prepayment Subaccount as applicable, in accordance with the provisions of Sections 3.01(b)(i), 3.01(b)(iii), 4.01(f), 4.01(i) and 4.05(a) hereof. Amounts on deposit in the Series 2022 Reserve Account may, upon final maturity or redemption of all Outstanding Series 2022 Bonds be used to pay principal of and interest on the Series 2022 Bonds at that time. Initially, the Series 2022 Reserve Requirement shall be equal to ""\$_____.

"Series 2022 Revenue Account" shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 4.01(b) of this First Supplemental Trust Indenture.

"Series 2022 Sinking Fund Account" shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(e) of this First Supplemental Trust Indenture.

"Series 2022 Special Assessments" shall mean the Special Assessments levied on the assessable lands within the Series 2022 Assessment Area as a result of the Issuer's acquisition

and/or construction of the Series 2022 Project, corresponding in amount to the debt service on the Series 2022 Bonds and designated as such in the methodology report relating thereto.

"Substantially Absorbed" means the date at least 75% of the principal portion of the Series 2022 Special Assessments have been assigned to residential units within the Series 2022 Assessment Area that have received certificates of occupancy. The District shall present the Trustee with a certification that the Series 2022 Special Assessments are Substantially Absorbed and the Trustee may rely conclusively upon such certification and shall have no duty to verify if the Series 2022 Special Assessments are Substantially Absorbed.

"True-Up Agreement" shall mean the Agreement dated _____, 2022, by and between the Issuer and the Series 2022 Landowner relating to the true-up of Series 2022 Special Assessments.

"Underwriter" shall mean FMSbonds, Inc., the underwriter of the Series 2022 Bonds.

The words "hereof," "herein," "hereto," "hereby," and "hereunder" (except in the form of Series 2022 Bonds), refer to the entire Series 2022 Indenture.

Every "request," "requisition," "order," "demand," "application," "notice," "statement," "certificate," "consent," or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by the Chairperson or Vice Chairperson and the Treasurer or Assistant Treasurer or the Secretary or Assistant Secretary or Responsible Officer of the Issuer.

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

[END OF ARTICLE I]

ARTICLE II THE SERIES 2022 BONDS

SECTION 2.01. Amounts and Terms of the Series 2022 Bonds; Issue of Series 2022 Bonds. No Series 2022 Bonds may be issued under this First Supplemental Trust Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a) The total principal amount of the Series 2022 Bonds that may be issued under this First Supplemental Trust Indenture is expressly limited to \$_____. The Series 2022 Bonds shall be numbered consecutively from R-1 and upwards.

(b) Any and all Series 2022 Bonds shall be issued substantially in the form attached hereto as Exhibit B, with such appropriate variations, omissions and insertions as are permitted or required by the Series 2022 Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution. The Issuer shall issue the Series 2022 Bonds upon execution of this First Supplemental Trust Indenture and satisfaction of the requirements of Section 3.01 of the Master Indenture; and the Trustee shall, at the Issuer's request, authenticate such Series 2022 Bonds and deliver them as specified in the request.

SECTION 2.02. Execution. The Series 2022 Bonds shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 2.03. Authentication. The Series 2022 Bonds shall be authenticated as set forth in the Master Indenture. No Series 2022 Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

SECTION 2.04. Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2022 Bonds.

(a) The Series 2022 Bonds are being issued hereunder in order to provide funds for the purposes of (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Series 2022 Project, (ii) funding a deposit to the Series 2022 Reserve Account in the amount of the Series 2022 Reserve Requirement, (iii) paying a portion of the interest coming due on the Series 2022 Bonds and (iv) paying the costs of issuance of the Series 2022 Bonds. The Series 2022 Bonds shall be designated "Yarborough Lane Community Development District Special Assessment Bonds, Series 2022 (Series 2022 Project)," and shall be issued as fully registered Bonds without coupons in Authorized Denominations.

(b) The Series 2022 Bonds shall be dated as of the date of initial delivery. Interest on the Series 2022 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2022 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to November 1, 2022, in which case from the date of initial

delivery or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(c) Except as otherwise provided in Section 2.07 of this First Supplemental Trust Indenture in connection with a book entry only system of registration of the Series 2022 Bonds, the principal or Redemption Price of the Series 2022 Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Series 2022 Bonds. Except as otherwise provided in Section 2.07 of this First Supplemental Trust Indenture in connection with a book entry only system of registration of the Series 2022 Bonds, the payment of interest on the Series 2022 Bonds shall be made on each Interest Payment Date to the Registered Owners of the Series 2022 Bonds by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Registered Owner as such Registered Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at his address as it appears on the Bond Register. Any interest on any Series 2022 Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Registered Owner in whose name the Series 2022 Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be sent by Electronic Means or mailed, first-class, postage-prepaid, to each Registered Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Registered Owner of Series 2022 Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Registered Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Registered Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date.

SECTION 2.05. Debt Service on the Series 2022 Bonds.

(a) The Series 2022 Bonds will mature on May 1 in the years and in the principal amounts, and bear interest at the rates all set forth below, subject to the right of prior redemption in accordance with their terms.

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
	\$	%

(b) Interest on the Series 2022 Bonds will be computed in all cases on the basis of a 360 day year of twelve 30 day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2022 Bonds on the day before the default occurred.

SECTION 2.06. Disposition of Series 2022 Bond Proceeds. From the net proceeds of the Series 2022 Bonds received by the Trustee in the amount of \$_____ (par amount of \$_____, and less an underwriter's discount of \$_____ which is retained by the underwriter of the Series 2022 Bonds):

(a) \$_____, which is an amount equal to the initial Series 2022 Reserve Requirement, shall be deposited in the Series 2022 Reserve Account of the Reserve Fund;

(b) \$_____, shall be deposited into the Series 2022 Interest Account and applied to pay interest coming due on the Series 2022 Bonds through November 1, 2022;

(c) \$_____, shall be deposited into the Series 2022 Costs of Issuance Account of the Acquisition and Construction Fund for payment of the costs of issuing the Series 2022 Bonds; and

(d) \$_____, representing the balances of the net proceeds of the Series 2022 Bonds, shall be deposited into the Series 2022 Acquisition and Construction Account of the Acquisition and Construction Fund which the Issuer shall cause to be applied only to the payment of costs of the Series 2022 Project in accordance with Section 4.01(a) hereof, Article V of the Master Indenture and the terms of the Acquisition Agreement.

SECTION 2.07. Book-Entry Form of Series 2022 Bonds. The Series 2022 Bonds shall be issued as one fully registered bond for each maturity of Series 2022 Bonds and deposited with The Depository Trust Company ("DTC"), New York, New York, which is responsible for establishing and maintaining records of ownership for its participants.

As long as the Series 2022 Bonds are held in book-entry-only form, Cede & Co. shall be considered the Registered Owner for all purposes hereof and in the Master Indenture. The Series 2022 Bonds shall not be required to be presented for payment. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants ("DTC Participants") and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly ("Indirect Participants"). The DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2022 Bonds ("Beneficial Owners").

Principal and interest on the Series 2022 Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC. Disbursal of such amounts to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Series 2022 Bonds, through DTC Participants and Indirect Participants.

During the period for which Cede & Co. is Registered Owner of the Series 2022 Bonds, any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall be responsible for notices to DTC Participants and DTC Participants shall be responsible for notices to Indirect Participants, and DTC Participants and Indirect Participants shall be responsible for notices to Beneficial Owners.

The Issuer and the Trustee, if appropriate, shall enter into a blanket letter of representations with DTC providing for such book-entry-only system. Such agreement may be terminated at any time by either DTC or the Issuer in accordance with the procedures of DTC. In the event of such termination, the Issuer shall select another securities depository and in that event, all references herein to DTC or Cede & Co., shall be deemed to be for reference to such successor. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Series 2022 Bonds in the form of fully registered Series 2022 Bonds in accordance with the instructions from Cede & Co.

In the event DTC, any successor of DTC or the Issuer, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Series 2022 Bonds may be exchanged for an equal aggregate principal amount of Series 2022 Bonds in other Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee.

SECTION 2.08. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the "Bond Register") for the registration, transfer and exchange of the Series 2022 Bonds, and hereby appoints U.S. Bank Trust Company, National Association, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. U.S. Bank Trust Company, National Association hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints U.S. Bank Trust Company, National Association as Paying Agent for the Series 2022 Bonds. U.S. Bank Trust Company, National Association hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

SECTION 2.09. Conditions Precedent to Issuance of the Series 2022 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2022 Bonds, all the Series 2022 Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Assessment Resolutions;
- (b) A copy of the executed Master Indenture and an executed copy of this First Supplemental Trust Indenture;
- (c) Customary closing opinions of District Counsel and Bond Counsel;
- (d) A certificate of an authorized officer to the effect that, upon the authentication and delivery of the Series 2022 Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this First Supplemental Trust Indenture;
- (e) Copies of executed investor letters in the form attached hereto as Exhibit D if such investor letter is required, as determined by the Underwriter; and
- (f) Executed copies of the Arbitrage Certificate, the True-Up Agreement, the Acquisition Agreement, Declaration of Consent, the Completion Agreement, the Continuing Disclosure Agreement and the Collateral Assignment.

Payment to the Trustee of the net proceeds of the Series 2022 Bonds shall be conclusive evidence that the foregoing conditions have been fulfilled to the satisfaction of the Issuer and the Underwriter.

[END OF ARTICLE II]

ARTICLE III REDEMPTION OF SERIES 2022 BONDS

SECTION 3.01. Redemption Dates and Prices. The Series 2022 Bonds shall be subject to redemption at the times and in the manner provided in Article VIII of the Master Indenture and in this Article III. All payments of the Redemption Price of the Series 2022 Bonds shall be made on the dates hereinafter required. Except as otherwise provided in this Section 3.01, if less than all the Series 2022 Bonds of a maturity are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee shall select the Series 2022 Bonds or portions of the Series 2022 Bonds to be redeemed by lot. Partial redemptions of Series 2022 Bonds shall, to the extent possible, be made in such a manner that the remaining Series 2022 Bonds held by each Bondholder shall be in Authorized Denominations, except for the last remaining Series 2022 Bond.

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

(a) Optional Redemption. The Series 2022 Bonds maturing after May 1, 20[] may, at the option of the Issuer be called for redemption prior to maturity as a whole or in part, at any time, on or after May 1, 20[] (less than all Series 2022 Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2022 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date through which interest has been paid to the redemption date from moneys on deposit in the Series 2022 Optional Redemption Subaccount of the Series 2022 Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of Series 2022 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2022 Bonds is substantially level.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2022 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at a Redemption

Price equal to 100% of the principal amount of the Series 2022 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2022 Prepayment Principal deposited into the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account following the payment in whole or in part of Series 2022 Special Assessments on any assessable property within the District in accordance with the provisions of Section 4.05(a) of this First Supplemental Trust Indenture, together with any excess moneys transferred by the Trustee from the Series 2022 Reserve Account to the Series 2022 Prepayment Subaccount as a result of such Prepayment and pursuant to Sections 4.01(f) and 4.05(a) of this First Supplemental Trust Indenture. If such redemption shall be in part, the Issuer shall select such principal amount of Series 2022 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2022 Bonds is substantially level.

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

(iii) upon the Completion Date, from any funds remaining on deposit in the Series 2022 Acquisition and Construction Account in accordance with the provisions of Section 4.01(a) hereof, not otherwise reserved to complete the Series 2022 Project and transferred to the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account, together with moneys deposited therein in accordance with the provisions of Section 4.01(a) hereof, as a result of the reduction of the Series 2022 Reserve Requirement. If such redemption shall be in part, the Issuer shall select such principal amount of Series 2022 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2022 Bonds is substantially level.

(c) Mandatory Sinking Fund Redemption. The Series 2022 Bonds maturing on May 1, 20[] are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

Year	Mandatory Sinking Fund Redemption Amount
	\$

*

* Maturity.

The Series 2022 Bonds maturing on May 1, 20[] are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
	\$

*

* Maturity.

The Series 2022 Bonds maturing on May 1, 20[] are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>	<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
	\$		\$

*

* Maturity.

The Series 2022 Bonds maturing on May 1, 20[] are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>	<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
	\$		\$

* Maturity.

SECTION 3.02. Notice of Redemption. When required to redeem Series 2022 Bonds under any provision of this First Supplemental Trust Indenture or directed to redeem Series 2022 Bonds by the Issuer, the Trustee shall give or cause to be given to Registered Owners of the Series 2022 Bonds to be redeemed, notice of the redemption, as set forth in Article VIII of the Master Indenture.

[END OF ARTICLE III]

ARTICLE IV
ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS;
ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS;
REMOVAL OF SERIES 2022 SPECIAL ASSESSMENT LIENS

SECTION 4.01. Establishment of Certain Funds and Accounts.

(a) The Trustee shall establish a separate account within the Acquisition and Construction Fund designated as the "Series 2022 Acquisition and Construction Account." Net proceeds of the Series 2022 Bonds shall initially be deposited into the Series 2022 Acquisition and Construction Account in the amounts set forth in Section 2.06 of this First Supplemental Trust Indenture, together with any moneys subsequently transferred or deposited thereto, including moneys transferred from the Series 2022 Reserve Account after satisfaction of the Conditions for Reduction of Reserve Requirement as certified in writing by the District Manager and upon which the Trustee may conclusively rely, and such moneys shall be applied as set forth in this Section 4.01(a), Section 5.01 of the Master Indenture, the Acquisition Agreement and the Engineer's Report. Funds on deposit in the Series 2022 Acquisition and Construction Account shall only be requested by the Issuer to be applied to the Costs of the Series 2022 Project, subject to Section 4.01(f) herein. Upon satisfaction of the Conditions for Reduction of Reserve Requirement, the amount on deposit in the Series 2022 Reserve Account in excess of the Series 2022 Reserve Requirement, as applicable and as calculated by the District shall then be transferred by the Trustee to the Series 2022 Acquisition and Construction Account, as directed in writing to the Trustee by the District Manager, upon consultation with the Consulting Engineer, and applied as provided in this Section 4.01(a).

The Trustee shall make no such transfers from the Series 2022 Acquisition and Construction Account to the Series 2022 General Redemption Subaccount if an Event of Default exists with respect to the Series 2022 Bonds of which the Trustee has actual knowledge as described in Section 11.06 of the Master Indenture. Except as provided in Section 5.05 and Section 3.01(b)(iii) hereof, only upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, shall the Trustee withdraw moneys from the Series 2022 Acquisition and Construction Account or subaccounts therein. After no funds remain in the Series 2022 Acquisition and Construction Account, such Account shall be closed.

Notwithstanding the foregoing, the Series 2022 Acquisition and Construction Account shall not be closed until the Conditions for Reduction of Reserve Requirement shall have occurred and the excess funds from the Series 2022 Reserve Account shall have been transferred to the Series 2022 Acquisition and Construction Account, as directed in writing to the Trustee by the District Manager, and applied in accordance with this Section 4.01(a) and Section 4.01(f) hereof. The Trustee shall not be responsible for determining the amount in the Series 2022 Acquisition and Construction Account allocable to the respective components of the Series 2022 Project or any transfers made to such Accounts in accordance with direction from the District Manager.

The Trustee shall make no such transfers from the Series 2022 Acquisition and Construction Account to the Series 2022 General Redemption Subaccount if an Event of Default exists with respect to the Series 2022 Bonds of which the Trustee has actual knowledge as described in Section 11.06 of the Master Indenture. Except as provided in Section 5.05 and Section 3.01(b)(iii) hereof, only upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, shall the Trustee withdraw moneys from the Series 2022 Acquisition and Construction Account or subaccounts therein. After no funds remain in the Series 2022 Acquisition and Construction Account, such Account shall be closed.

Pursuant to the Master Indenture, the Trustee shall establish a separate account within the Acquisition and Construction Fund designated as the "Series 2022 Costs of Issuance Account." Net proceeds of the Series 2022 Bonds shall be deposited into the Series 2022 Costs of Issuance Account in the amount set forth in Section 2.06 of this First Supplemental Trust Indenture. Upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2022 Costs of Issuance Account to pay the costs of issuing the Series 2022 Bonds. Six months after the issuance of the Series 2022 Bonds, any moneys remaining in the Series 2022 Costs of Issuance Account in excess of the amounts requested to be disbursed by the Issuer shall be deposited into the Series 2022 Interest Account and the Series 2022 Costs of Issuance Account shall be closed. Any deficiency in the amount allocated to pay the cost of issuing the Series 2022 Bonds shall be paid from excess Series 2022 Pledged Revenues on deposit in the Series 2022 Revenue Account as provided in Section 4.02. After no funds remain therein, the Series 2022 Costs of Issuance Account shall be closed.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate Account within the Revenue Fund designated as the "Series 2022 Revenue Account." Series 2022 Special Assessments (except for Prepayments of Series 2022 Special Assessments which shall be identified as such by the Issuer to the Trustee and deposited in the Series 2022 Prepayment Subaccount) shall be deposited by the Trustee into the Series 2022 Revenue Account which shall be applied as set forth in Section 6.03 of the Master Indenture and Section 4.02 of this First Supplemental Trust Indenture. The Trustee may conclusively rely that unless expressly indicated in writing by the District as a Prepayment upon deposit thereof with the Trustee, payments of Series 2022 Special Assessments are to be deposited into the Series 2022 Revenue Account.

(c) [RESERVED].

(d) Pursuant to Section 6.04 of the Master Indenture and Section 4.02 of this First Supplemental Trust Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2022 Interest Account." Moneys deposited into the Series 2022 Interest Account pursuant to Section 6.04 of the Master Indenture and Section 4.02 of this First Supplemental Trust Indenture, shall be applied for the purposes provided therein and used to pay interest on the Series 2022 Bonds.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate account within the Debt Service Fund designated as the "Series 2022 Sinking Fund Account." Moneys shall be deposited into the Series 2022 Sinking Fund Account as provided in

Section 6.04 of the Master Indenture and Section 4.02 of this First Supplemental Trust Indenture, and applied for the purposes provided therein and in Section 3.01(c) of this First Supplemental Trust Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish a separate Account within the Reserve Fund designated as the "Series 2022 Reserve Account." Net proceeds of the Series 2022 Bonds shall be deposited into the Series 2022 Reserve Account in the amount set forth in Section 2.06 of this First Supplemental Trust Indenture, and such moneys, together with any other moneys deposited into the Series 2022 Reserve Account shall be applied for the purposes provided in the Master Indenture Section 4.01(a) and in this Section 4.01(f) and Section 4.05 of this First Supplemental Trust Indenture. Notwithstanding any provisions in the Master Indenture to the contrary, the Issuer covenants not to substitute the cash and Investment Securities on deposit in the Series 2022 Reserve Account with a Debt Service Reserve Insurance Policy or a Debt Service Reserve Letter of Credit. Except as provided in the next paragraph, all investment earnings on moneys in the Series 2022 Reserve Account shall remain on deposit therein.

On each March 15 and September 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2022 Reserve Account and transfer any excess therein above the Series 2022 Reserve Requirement resulting from investment earnings to the Series 2022 Revenue Account in accordance with Section 4.02 hereof.

Subject to the provisions of Section 4.05 hereof, on any date the Issuer receives notice from the District Manager that a landowner wishes to prepay its Series 2022 Special Assessments relating to the benefited property of such landowner, or as a result of a mandatory true-up payment, the Issuer shall, or cause the District Manager, on behalf of the Issuer, to calculate the principal amount of such Prepayment taking into account a credit against the amount of Series 2022 Prepayment Principal due by the amount of money in the Series 2022 Reserve Account that will exceed the Series 2022 Reserve Requirement for the Series 2022 Bonds, taking into account the proposed Prepayment. Such excess shall be transferred to the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account, as a result of such Prepayment. The District Manager, on behalf of the Issuer, shall make such calculation within ten (10) Business Days after such Prepayment and shall instruct the Trustee in writing to transfer such amount of credit given to the respective landowner from the Series 2022 Reserve Account to the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account to be used for the extraordinary mandatory redemption of the Series 2022 Bonds in accordance with Section 3.01(b)(i) hereof. The Trustee is authorized to make such transfers and has no duty to verify such calculations. Notwithstanding any of the foregoing, amounts on deposit in the Series 2022 Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the Series 2022 Bonds to the Series 2022 General Redemption Subaccount, if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Series 2022 Special Assessments and applied to redeem a portion of the Series 2022 Bonds is less than the principal amount of Series 2022 Bonds indebtedness attributable to such lands.

In addition, and together with the moneys transferred from the Series 2022 Reserve Account pursuant to this paragraph, if the amount on deposit in the Series 2022 General Redemption Subaccount, is not sufficient to redeem a principal amount of the Series 2022 Bonds in an Authorized Denomination, the Trustee is authorized to withdraw amounts from the Series 2022 Revenue Account to round up the amount in the Series 2022 General Redemption Subaccount to the nearest Authorized Denomination. Notwithstanding the foregoing, no transfers from the Series 2022 Revenue Account shall be made to pay interest on and/or principal of the Series 2022 Bonds for the redemption pursuant to Section 3.01(b)(iii) if as a result the deposits required under Section 4.02 FIRST through FIFTH cannot be made in full.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Account within the Bond Redemption Fund designated as the "Series 2022 Bond Redemption Account" and within such Account, a "Series 2022 General Redemption Subaccount," a "Series 2022 Optional Redemption Subaccount," and a "Series 2022 Prepayment Subaccount." Except as otherwise provided in this First Supplemental Trust Indenture regarding Prepayments or in connection with the optional redemption of the Series 2022 Bonds, moneys to be deposited into the Series 2022 Bond Redemption Account as provided in Section 6.06 of the Master Indenture, shall be deposited to the Series 2022 General Redemption Subaccount.

(h) Moneys that are deposited into the Series 2022 General Redemption Subaccount (including all earnings on investments held therein) shall be used to call for the extraordinary mandatory redemption (i) in whole, pursuant to Section 3.01(b)(ii) hereof, the Outstanding amount of Series 2022 Bonds, or (ii) in whole or in part pursuant to Section 3.01(b)(iii) hereof.

(i) Moneys in the Series 2022 Prepayment Subaccount (including all earnings on investments held in such Series 2022 Prepayment Subaccount) shall be accumulated therein to be used to call for redemption pursuant to Section 3.01(b)(i) hereof an amount of Series 2022 Bonds equal to the amount of money transferred to the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account for the purpose of such extraordinary mandatory redemption on the dates and at the price provided in such Section 3.01(b)(i) hereof. In addition, and together with the moneys transferred from the Series 2022 Reserve Account pursuant to paragraph (f) above, if the amount on deposit in the Series 2022 Prepayment Subaccount is not sufficient to redeem a principal amount of the Series 2022 Bonds in an Authorized Denomination, the Trustee upon written direction from the Issuer, shall be authorized to withdraw amounts from the Series 2022 Revenue Account to deposit to the Series 2022 Prepayment Subaccount to round-up the amount to the nearest Authorized Denomination. Notwithstanding the foregoing, no transfers from the Series 2022 Revenue Account shall be directed by the Issuer to pay interest on and/or principal of the Series 2022 Bonds for the redemption pursuant to Section 3.01(b)(i) if as a result the deposits required under Section 4.02 FIRST through FIFTH cannot be made in full.

(j) The Issuer hereby directs the Trustee to establish a separate account in the Rebate Fund designated as the "Series 2022 Rebate Account." Moneys shall be deposited into the Series 2022 Rebate Account, as provided in the Arbitrage Certificate and applied for the purposes provided therein.

(k) Moneys on deposit in the Series 2022 Optional Redemption Subaccount shall be used to optionally redeem all or a portion of the Series 2022 Bonds pursuant to Section 3.01(a) hereof.

SECTION 4.02. Series 2022 Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2022 Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each Interest Payment Date, commencing November 1, 2022, to the Series 2022 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2022 Bonds becoming due on the next succeeding Interest Payment Date, less any amount on deposit in the Series 2022 Interest Account not previously credited;

SECOND, no later than the Business Day next preceding each May 1, commencing May 1, 2023, to the Series 2022 Sinking Fund Account, an amount equal to the principal amount of Series 2022 Bonds subject to sinking fund redemption on such May 1, less any amount on deposit in the Series 2022 Sinking Fund Account not previously credited;

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

FOURTH, notwithstanding the foregoing, at any time the Series 2022 Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer to the Series 2022 Interest Account, the amount necessary to pay interest on the Series 2022 Bonds subject to redemption on such date; and

FIFTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be first deposited into the Series 2022 Costs of Issuance Account upon the written request of the Issuer to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2022 Bonds and next, any balance in the Series 2022 Revenue Account shall remain on deposit in such Series 2022 Revenue Account, unless needed to be transferred to the Series 2022 Prepayment Subaccount for the purposes of rounding the principal amount of a Series 2022 Bond subject to extraordinary mandatory redemption pursuant to Sections 4.01(f) or 4.01(i) hereof to an Authorized Denomination, or unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the Series 2022 Rebate Fund, in which case, the Issuer shall direct the Trustee to make such deposit thereto.

In addition to a redemption of Series 2022 Bonds from Prepayments on deposit in the Series 2022 Prepayment Subaccount, the Trustee is further authorized, upon written direction from the Issuer, to transfer from the Series 2022 Revenue Account to the Series 2022 General Redemption Subaccount sufficient funds to cause the redemption of the

next closest Authorized Denomination of Series 2022 Bonds, as provided in Section 4.01(f) hereof.

SECTION 4.03. Power to Issue Series 2022 Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2022 Bonds, to execute and deliver the Series 2022 Indenture and to pledge the Series 2022 Pledged Revenues for the benefit of the Series 2022 Bonds to the extent set forth herein. The Series 2022 Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Series 2022 Bonds, except as otherwise permitted under the Master Indenture and in Section 5.04 hereof. The Series 2022 Bonds and the provisions of the Series 2022 Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Series 2022 Indenture and all the rights of the Holders of the Series 2022 Bonds under the Series 2022 Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. Series 2022 Project to Conform to Engineer's Report. Simultaneously with the issuance of the Series 2022 Bonds, the Issuer will promptly proceed to construct and/or acquire the Series 2022 Project, as described in Exhibit A hereto and in the Engineer's Report relating thereto, all pursuant to the terms and provisions of the Acquisition Agreement.

SECTION 4.05. Prepayments; Removal of Series 2022 Special Assessment Liens.

(a) At any time any owner of property subject to the Series 2022 Special Assessments may, at its option, or as a result of acceleration of the Series 2022 Special Assessments because of non-payment thereof, shall, or by operation of law, require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2022 Special Assessments by paying or causing there to be paid, to the Issuer all or a portion of the Series 2022 Special Assessment, which shall constitute Series 2022 Prepayment Principal, plus, except as provided below, accrued interest to the next succeeding Quarterly Redemption Date (or the first succeeding Quarterly Redemption Date that is at least forty-five (45) days after such Prepayment, if such Prepayment is made within 45 calendar days before the next succeeding Quarterly Redemption Date, as the case may be), attributable to the property subject to Series 2022 Special Assessments owned by such owner. To the extent that such Prepayments are to be used to redeem Series 2022 Bonds pursuant to Section 3.01(b)(i) hereof, in the event the amount on deposit in the Series 2022 Reserve Account will exceed the Series 2022 Reserve Requirement for the Series 2022 Bonds as a result of a Prepayment in accordance with this Section 4.05(a) and the resulting extraordinary mandatory redemption in accordance with Section 3.01(b)(i) of this First Supplemental Trust Indenture of Series 2022 Bonds, the excess amount shall be transferred from the Series 2022 Reserve Account to the Series 2022 Prepayment Subaccount, as a credit against the Series 2022 Prepayment Principal otherwise required to be paid by the owner of such lot or parcel, upon written instructions of the Issuer to

the Trustee together with a certificate of a Responsible Officer of the Issuer, upon which the Trustee may conclusively rely, stating that, after giving effect to such transfers sufficient moneys will be on deposit in the Series 2022 Reserve Account to equal or exceed the Series 2022 Reserve Requirement.

(b) Upon receipt of Series 2022 Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official improvement lien book of the District that the Series 2022 Special Assessment has been paid in whole or in part and that such Series 2022 Special Assessment lien is thereby reduced, or released and extinguished, as the case may be.

The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Prepayments. The Trustee shall calculate the amount available for the extraordinary mandatory redemption of the applicable Series 2022 Bonds pursuant to Section 3.01(b)(i) forty-five (45) days prior to each Quarterly Redemption Date.

[END OF ARTICLE IV]

ARTICLE V

COVENANTS AND DESIGNATIONS OF THE ISSUER

SECTION 5.01. Collection of Series 2022 Special Assessments. The Series 2022 Special Assessments levied for each full year on platted lots shall be collected pursuant to the uniform method provided for in Sections 197.3632 and 197.3635 Florida Statutes, (the "Uniform Method") unless the District determines that it is in its best interests to collect directly. The Series 2022 Special Assessments levied on unplatted lots or lands shall be billed and collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method unless the District determines that it is in its best interests to do so. Prior to an Event of Default, the election to collect and enforce Series 2022 Special Assessments in any year pursuant to any one method shall not, to the extent permitted by law, preclude the District from electing to collect and enforce Series 2022 Special Assessments pursuant to any other method permitted by law in any subsequent year. Following an Event of Default, Series 2022 Special Assessments levied on platted lots shall be collected pursuant to the Uniform Method and Series 2022 Special Assessments levied on unplatted lots or lands shall be billed and collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method, in each case unless the Trustee, acting at the direction of the Majority Holders of the Series 2022 Bonds Outstanding, provides written consent/direction to a different method of collection. All Series 2022 Special Assessments that are billed and collected directly by the District and not via the Uniform Method shall be due and payable by the landowner no later than thirty (30) days prior to each Interest Payment Date; provided, however, that such Series 2022 Special Assessments shall not be deemed to be delinquent unless and until they are not paid by the applicable Interest Payment Date with respect to which they have been billed. The assessment methodology shall not be materially amended without the written consent of the Majority Holders.

SECTION 5.02. Continuing Disclosure. Contemporaneously with the execution and delivery hereof, the Issuer and the Series 2022 Landowner has executed and delivered a Continuing Disclosure Agreement in order to assist the Underwriter in complying with the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934. The Issuer covenants and agrees to comply with the provisions of the Continuing Disclosure Agreement applicable to it; however, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but shall instead be enforceable by mandamus or any other means of specific performance.

SECTION 5.03. Investment of Funds and Accounts. The provisions of Section 7.02 of the Master Indenture shall apply to the investment and reinvestment of moneys in the Funds, Accounts and subaccounts therein created hereunder.

SECTION 5.04. Additional Bonds. The Issuer covenants not to issue any other Bonds or other debt obligations secured by the Series 2022 Special Assessments. In addition, the Issuer covenants not to issue any other Bonds or debt obligations for capital projects, secured by Special Assessments on the assessable lands within the District that are subject to the Series 2022 Special Assessments, until the Series 2022 Special Assessments are Substantially Absorbed. The District shall present the Trustee with a certification that the Series 2022 Special

Assessments are Substantially Absorbed and the Trustee may rely conclusively upon such certification and shall have no duty to verify if the Series 2022 Special Assessments are Substantially Absorbed. In the absence of such written certification, the Trustee is entitled to assume that the Series 2022 Special Assessments have not been Substantially Absorbed. Such covenant shall not prohibit the Issuer from issuing refunding Bonds or any Bonds or other obligations secured by Special Assessments levied on District Lands outside of the Series 2022 Assessment Area, or to finance any other capital project that is necessary to remediate any natural disaster, catastrophic damage or failure with respect to the Series 2022 Project.

SECTION 5.05. Acknowledgement Regarding the Moneys in the Series 2022 Acquisition and Construction Account Following an Event of Default. In accordance with the provisions of the Series 2022 Indenture, the Series 2022 Bonds are payable solely from the Series 2022 Pledged Revenues and any other moneys held by the Trustee under the Series 2022 Indenture for such purpose. Anything in the Series 2022 Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that, the Series 2022 Pledged Revenues include, without limitation, all amounts on deposit in the Series 2022 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, and that (i) upon the occurrence of an Event of Default with respect to the Series 2022 Bonds, the Series 2022 Pledged Revenues may not be used by the Issuer (whether to pay costs of the Series 2022 Project or otherwise) without the consent of the Majority Holders and (ii) the Series 2022 Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Majority Holders, to pay costs and expenses incurred in connection with the pursuit of remedies under the Series 2022 Indenture, provided, however notwithstanding anything herein to the contrary the Trustee is also authorized to utilize the Series 2022 Pledged Revenues to pay fees and expenses as provided in Section 10.12 of the Master Indenture.

[END OF ARTICLE V]

ARTICLE VI
THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

SECTION 6.01. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created and agrees to perform such trusts upon the terms and conditions set forth in the Series 2022 Indenture. The Trustee agrees to act as Paying Agent, Registrar and Authenticating Agent for the Series 2022 Bonds.

SECTION 6.02. Trustee's Duties. The Trustee shall not be responsible in any manner for the due execution of this First Supplemental Trust Indenture by the Issuer or for the recitals contained herein (except for the certificate of authentication on the Series 2022 Bonds), all of which are made solely by the Issuer. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlement inuring to the Trustee under the Master Indenture.

[END OF ARTICLE VI]

ARTICLE VII MISCELLANEOUS PROVISIONS

SECTION 7.01. Interpretation of First Supplemental Trust Indenture. This First Supplemental Trust Indenture amends and supplements the Master Indenture with respect to the Series 2022 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this First Supplemental Trust Indenture by reference. To the maximum extent possible, the Master Indenture and the First Supplemental Trust Indenture shall be read and construed as one document.

SECTION 7.02. Amendments. Any amendments to this First Supplemental Trust Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 7.03. Counterparts. This First Supplemental Trust Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.04. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this First Supplemental Trust Indenture are hereby incorporated herein and made a part of this First Supplemental Trust Indenture for all purposes.

SECTION 7.05. Payment Dates. In any case in which an Interest Payment Date or the maturity date of the Series 2022 Bonds or the date fixed for the redemption of any Series 2022 Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 7.06. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2022 Bonds, and no other person is intended to be a third party beneficiary hereof to be entitled to assert or preserve any claim hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Yarborough Lane Community Development District has caused this First Supplemental Trust Indenture to be executed by the Chairperson of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by the Secretary of its Board of Supervisors and U.S. Bank Trust Company, National Association has caused this First Supplemental Trust Indenture to be executed by one of its authorized signatories, all as of the day and year first above written.

**YARBOROUGH LANE COMMUNITY
DEVELOPMENT DISTRICT**

[SEAL]

Attest:

By: _____
Name: Jill Burns
Title: Secretary, Board of Supervisors

By: _____
Name: _____
Title: Chairperson, Board of Supervisors

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,**
as Trustee, Paying Agent and Registrar

By: _____
Name: Scott A. Schuhle
Title: Vice President

EXHIBIT A
DESCRIPTION OF SERIES 2022 PROJECT

The Series 2022 Project includes, but is not limited to the following public infrastructure comprising the Series 2022 Project:

[TO BE UPDATED TO REFLECT TWO PHASES OF DEVELOPMENT]

Category	Cost
Stormwater Management System	\$ 3,500,000
Roadways	\$ 7,500,000
Water & Wastewater Systems	\$ 4,000,000
Street Lighting and Conduit	\$ 800,000
Entry Feature, Landscape, Irrigation	\$ 800,000
Parks and Amenities	\$ 2,500,000
Offsite Improvements*	\$ 1,800,000
Professional Services	\$ 750,000
Contingency	\$ 3,350,000
Total	\$ 25,000,000

Source: Yarborough Lane Community Development District Engineer's Report dated May 2022, prepared by Kimley-Horn and Associates, Inc..

EXHIBIT B

[FORM OF SERIES 2022 BOND]

R-__

\$_____

**UNITED STATES OF AMERICA
STATE OF FLORIDA
POLK COUNTY, FLORIDA
YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BOND, SERIES 2022
(SERIES 2022 PROJECT)**

Interest Rate
_____%

Maturity Date
May 1, 20__

Date of Original Issuance
[_____, 2022]

CUSIP

Registered Owner: CEDE & CO.

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Yarborough Lane Community Development District (the "Issuer"), for value received, hereby promises to pay to the Registered Owner shown above or registered assigns, on the maturity date set forth above, from the sources hereinafter mentioned, the principal amount set forth above (with interest thereon at the interest rate per annum set forth above, computed on 360-day year of twelve 30-day months). Principal of and interest on this Bond are payable by U.S. Bank Trust Company, National Association, in Fort Lauderdale, Florida, as paying agent (said U.S. Bank Trust Company, National Association and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent") made payable to the Registered Owner and mailed on each Interest Payment Date commencing November 1, 2022, to the address of the Registered Owner as such name and address shall appear on the registry books of the Issuer maintained by U.S. Bank Trust Company, National Association, as Registrar (said U.S. Bank Trust Company, National Association and any successor Registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each Interest Payment Date or the date on which the principal of a Bond is to be paid (the "Record Date"), provided however presentation is not required for payment while the Series 2022 Bonds are registered in book-entry only form. Such interest shall be payable from the most recent Interest Payment Date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to November 1, 2022, in which case from the date of initial delivery, or unless the date of authentication hereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Registered Owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the

payment of such defaulted interest to be fixed by the Paying Agent, notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the Series 2022 Indenture (defined below). Any capitalized term used in this Bond and not otherwise defined shall have the meaning ascribed to such term in the Series 2022 Indenture.

THE SERIES 2022 BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE SERIES 2022 PLEDGED REVENUES PLEDGED THEREFOR UNDER THE SERIES 2022 INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, POLK COUNTY, FLORIDA (THE "COUNTY"), THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2022 BONDS, EXCEPT THAT THE ISSUER IS OBLIGATED UNDER THE SERIES 2022 INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SERIES 2022 SPECIAL ASSESSMENTS (AS DEFINED IN THE SERIES 2022 INDENTURE) TO SECURE AND PAY THE SERIES 2022 BONDS. THE SERIES 2022 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Bond is one of an authorized issue of Series 2022 Bonds of the Yarborough Lane Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act"), Ordinance No. 2022-031 enacted by the Board of County Commissioners of the County on May 3, 2022, designated as "Yarborough Lane Community Development District Special Assessment Bonds, Series 2022 (Series 2022 Project)" (the "Series 2022 Bonds"), in the aggregate principal amount of _____ and 00/100 Dollars (\$ _____) of like date, tenor and effect, except as to number. The Series 2022 Bonds are being issued under authority of the laws and Constitution of the State, including particularly the Act, to pay, among other things, the costs of constructing and/or acquiring a portion of the Series 2022 Project (as defined in the herein referred to Series 2022 Indenture). The Series 2022 Bonds shall be issued as fully registered Series 2022 Bonds in Authorized Denominations, as set forth in the Series 2022 Indenture. The Series 2022 Bonds are issued under and secured by a Master Trust Indenture dated as of [_____] 1, 2022 (the "Master Indenture"), as supplemented by a First Supplemental Trust Indenture dated as of [_____] 1, 2022 (the "First Supplemental Trust Indenture" and together with the Master Indenture, the "Series 2022 Indenture"), each by and between the Issuer and the Trustee, executed counterparts of which are on file at the designated corporate trust office of the Trustee in Fort Lauderdale, Florida.

Reference is hereby made to the Series 2022 Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Series 2022 Bonds issued under the Series 2022 Indenture, the operation and application of the Series 2022 Reserve Account within the Reserve Fund and other Funds and Accounts (each as defined in the Series 2022 Indenture) charged with and pledged to the payment of the principal of and the interest on the Series 2022 Bonds, the levy and the evidencing and certifying for collection, of the Series

2022 Special Assessments, the nature and extent of the security for the Series 2022 Bonds, the terms and conditions on which the Series 2022 Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the Series 2022 Indenture, the conditions under which such Series 2022 Indenture may be amended without the consent of the Registered Owners of the Series 2022 Bonds, the conditions under which such Series 2022 Indenture may be amended with the consent of the Registered Owners of a majority in aggregate principal amount of the Series 2022 Bonds outstanding, and as to other rights and remedies of the Registered Owners of the Series 2022 Bonds.

It is expressly agreed by the Registered Owner of this Bond that such Registered Owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the County, the State or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the County, the State or any other political subdivision thereof, for the payment of the principal of and interest on this Bond or the making of any other sinking fund and other payments provided for in the Series 2022 Indenture, except for Series 2022 Special Assessments to be assessed and levied by the Issuer as set forth in the Series 2022 Indenture.

By the acceptance of this Bond, the Registered Owner hereof assents to all the provisions of the Series 2022 Indenture.

This Bond is payable from and secured by Series 2022 Pledged Revenues, as such term is defined in the Series 2022 Indenture, all in the manner provided in the Series 2022 Indenture. The Series 2022 Indenture provides for the levy and the evidencing and certifying, of non-ad valorem assessments in the form of Series 2022 Special Assessments to secure and pay the Series 2022 Bonds.

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

Optional Redemption

The Series 2022 Bonds maturing after May 1, 20[] may, at the option of the Issuer be called for redemption prior to maturity as a whole or in part, at any time, on or after May 1, 20[] (less than all Series 2022 Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2022 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date through which interest has been paid to the redemption date from moneys on deposit in the Series 2022 Optional Redemption Subaccount of the Series 2022 Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of Series 2022 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2022 Bonds is substantially level.

Extraordinary Mandatory Redemption in Whole or in Part

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

(i) from Series 2022 Prepayment Principal deposited into the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account following the payment in whole or in part of Series 2022 Special Assessments on any assessable property within the District in accordance with the provisions of Section 4.05(a) of the First Supplemental Trust Indenture, together with any excess moneys transferred by the Trustee from the Series 2022 Reserve Account to the Series 2022 Prepayment Subaccount as a result of such Series 2022 Prepayment and pursuant to Sections 4.01(f) and 4.05(a) of the First Supplemental Trust Indenture. If such redemption shall be in part, the Issuer shall select such principal amount of Series 2022 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2022 Bonds is substantially level.

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

(iii) upon the Completion Date, from any funds remaining on deposit in the Series 2022 Acquisition and Construction Account in accordance with the provisions of the First Supplemental Trust Indenture, not otherwise reserved to complete the Series 2022 Project and transferred to the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account, together with moneys deposited therein in accordance with the provisions of the First Supplemental Trust Indenture, as a result of the reduction of the Series 2022 Reserve Requirement. If such redemption shall be in part, the Issuer shall select such principal amount of Series 2022 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2022 Bonds is substantially level.

The Series 2022 Bonds maturing on May 1, 20[] are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

*

The Series 2022 Bonds maturing on May 1, 20[] are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

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The Series 2022 Bonds maturing on May 1, 20[] are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

Year	Mandatory Sinking Fund Redemption Amount	Year	Mandatory Sinking Fund Redemption Amount
	\$		\$

*

* Maturity.

The Series 2022 Bonds maturing on May 1, 20[] are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

Year	Mandatory Sinking Fund Redemption Amount	Year	Mandatory Sinking Fund Redemption Amount
	\$		\$

*

* Maturity.

Except as otherwise provided in the Series 2022 Indenture, if less than all of the Series 2022 Bonds subject to redemption shall be called for redemption, the particular such Series 2022 Bonds or portions of such Series 2022 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Series 2022 Indenture.

Notice of each redemption of the Series 2022 Bonds is required to be sent by Electronic Means or mailed by the Registrar, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of the Series 2022 Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Registrar. The Issuer may provide that the any optional redemption of Series 2022 Bonds issued under the Series 2022 Indenture may be subject to certain conditions; provided that the notice of such conditional optional redemption must expressly state that such optional redemption is conditional and describe the conditions for such redemption. On the date designated for redemption, notice having been given and money for the payment of the

Redemption Price being held by the Paying Agent, all as provided in the Series 2022 Indenture, the Series 2022 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 2022 Bonds or such portions thereof on such date, interest on such Series 2022 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2022 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Series 2022 Indenture and the Registered Owners thereof shall have no rights in respect of such Series 2022 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 Registrar to certain registered securities depositories and information services as set forth in the Series 2022 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.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Series 2022 Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Series 2022 Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Series 2022 Indenture.

In certain events, on the conditions, in the manner and with the effect set forth in the Series 2022 Indenture, the principal of all the Series 2022 Bonds then Outstanding under the Series 2022 Indenture may become and may be declared due and payable before the stated maturity thereof, with the interest accrued thereon.

Modifications or alterations of the Series 2022 Indenture or of any Series 2022 Indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Series 2022 Indenture.

Any moneys held by the Trustee or 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 shall be paid to the Issuer, thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the Issuer deposits or causes to be deposited with the Trustee funds or Government Obligations (as defined in the Master Indenture) sufficient to pay the principal or Redemption Price of any the Series 2022 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Series 2022 Indenture, together with the interest accrued to the due date or date of redemption, as applicable, the lien of such Series 2022 Bonds as to the trust estate with respect to the Series 2022 Bonds shall be discharged, except for the rights of the Registered Owners thereof with respect to the funds so deposited as provided in the Series 2022 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 shall initially be issued in the name of Cede & Co. as nominee for DTC, and so long as this Bond is held in book-entry-only form Cede & Co. shall be considered the Registered Owner for all purposes hereof, including the payment of the principal of and interest on this Bond. Payment to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to individual Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Issuer or the Trustee.

The Issuer shall keep books for the registration of the Series 2022 Bonds at the designated corporate trust office of the Registrar in Fort Lauderdale, Florida. Subject to the restrictions contained in the Series 2022 Indenture, the Series 2022 Bonds may be transferred or exchanged by the Registered Owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Series 2022 Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond or Series 2022 Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Series 2022 Indenture. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Series 2022 Bonds.

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

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, including particularly the Act, and that the issuance of this Bond, and of the issue of the Series 2022 Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Series 2022 Indenture until it shall have been authenticated by execution of the Trustee, or such other authenticating agent as may be appointed by the Trustee under the Series 2022 Indenture, of the certificate of authentication endorsed hereon.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE
FOLLOWS]

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

**YARBOROUGH LANE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chairperson, Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2022 Bonds delivered pursuant to the within mentioned Series 2022 Indenture.

Date of Authentication: _____

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

By: _____
Authorized Signatory

STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Tenth Judicial Circuit of Florida, in and for Hardee, Highlands and Polk Counties, rendered on the [] day of [], 2022.

YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chairperson, Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

ABBREVIATIONS

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

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

UNIFORM TRANSFER MIN ACT -	_____ Custodian _____
	(Cust) (Minor)
Under Uniform Transfer to Minors Act _____	
	(State)

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

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(please print or typewrite name and address of assignee)

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

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

Signature Guarantee:

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

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

Please insert social security or other identifying number of assignee.

EXHIBIT C

FORMS OF REQUISITIONS

YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022 (SERIES 2022 PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Yarrowborough Lane Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of [_____] 1, 2022 as supplemented by that certain First Supplemental Trust Indenture dated as of [_____] 1, 2022 (collectively, the "Series 2022 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2022 Indenture):

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

Series 2022 Acquisition and Construction Account of the Acquisition and Construction Fund

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the:

Series 2022 Acquisition and Construction Account of the Acquisition and Construction Fund

3. each disbursement set forth above was incurred in connection with:
the Costs of the Series 2022 Project.

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

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**YARBOROUGH LANE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

Date: _____

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2022 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2022 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Series 2022 Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Series 2022 Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

Consulting Engineer

Date: _____

FORMS OF REQUISITIONS

YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022 (SERIES 2022 PROJECT)

(Costs of Issuance)

The undersigned, a Responsible Officer of the Yarrowborough Lane Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of [_____] 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of [_____] 1, 2022 (collectively, the "Series 2022 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2022 Indenture):

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

Series 2022 Costs of Issuance Account of the Acquisition and Construction Fund

The undersigned hereby certifies that:

1. this requisition is for Costs of Issuance payable from the Series 2022 Costs of Issuance Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Series 2022 Costs of Issuance Account;
3. each disbursement set forth above was incurred in connection with the issuance of the Series 2022 Bonds; and
4. each disbursement represents a cost of issuance which has not previously been paid.

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

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

Attached hereto or on file with the District are copies of the invoice(s) from the vendor of the services rendered, with respect to which disbursement is hereby requested.

**YARBOROUGH LANE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

Date: _____

EXHIBIT D
FORM OF INVESTOR LETTER

[Date]

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

Re: \$_____ Yarborough Lane Community Development District Special
Assessment Bonds, Series 2022 (Series 2022 Project)

Ladies and Gentlemen:

The undersigned is authorized to sign this letter [on behalf of Name of Non-Individual Investor], as the beneficial owner (the "Investor") of \$_____ of the above-referenced Bonds [maturing on _____, _____, bearing interest at the rate of ____% per annum and CUSIP #] (herein, the "Investor Bonds").

In connection with the purchase of the Investor Bonds by the Investor, the Investor hereby makes the following representations upon which you may rely:

1. The Investor has authority to purchase the Investor Bonds and to execute this letter, any other instruments and documents required to be executed by the Investor in connection with the purchase of the Investor Bonds.

2. The Investor meets the criteria of an "accredited investor" as described in one or more of the categories derived from Rule 501(a) under Regulation D of the Securities Act of 1933, as amended (the "Securities Act") summarized below, and therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations including those which are not rated or credit-enhanced, to be able to evaluate the risks and merits of the investment represented by the Bonds. Please check the appropriate box below to indicate the type of accredited investor:

☐ a bank, registered broker, dealer or investment adviser (or investment adviser exempt from registration under Section 203(l) or (m) within the meaning of the Investment Advisers Act of 1940), insurance company, registered investment company, business development company, small business investment company; or rural business investment company;

☐ an employee benefit plan, within the meaning of the Employee Retirement Income Security Act of 1974, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the employee benefit plan has total assets in excess of \$5 million;

☐ an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, corporation, Massachusetts or similar business trust

partnership, or limited liability company, not formed for the specific purpose of acquiring the Investor Bonds with assets exceeding \$5 million;

☐ a business in which all the equity owners are "accredited investors";

☐ a natural person who has individual net worth, or joint net worth with the person's spouse or spousal equivalent, that exceeds \$1 million at the time of the purchase, excluding the value of the primary residence of such person, except that mortgage indebtedness on the primary residence shall not be included as a liability;

☐ a natural person with income exceeding \$200,000 in each of the two most recent years or joint income with a spouse or spousal equivalent exceeding \$300,000 for those years and a reasonable expectation of the same income level in the current year;

☐ a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Investor Bonds whose purchase is directed by a sophisticated person;

☐ an entity, of a type other than those set forth above, that owns investments in excess of \$5,000,000 and that was not formed for the specific purpose of acquiring the Investor Bonds;

☐ a natural person holding in good standing one or more professional certifications or designations or credentials from a designated accredited educational institution qualifying an individual for "accredited investor" status;

☐ a "family office" with at least \$5,000,000 in assets under management, that was not formed for the specific purpose of acquiring the Investor Bonds, and whose prospective investment is directed by a person capable of evaluating the merits and risks of the prospective investment; or

☐ a "family client" of a family office described in the prior bullet point whose prospective investment is directed by that family office.

3. The Investor has been supplied with an (electronic) copy of the Preliminary Limited Offering Memorandum dated [____], 2022 of the Issuer and relating to the Bonds (the "Offering Document") and has reviewed the Offering Document and represents that such Offering Document has provided full and meaningful disclosure in order to make an informed decision to invest in the Investor Bonds.

Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Series 2022 Indenture.

Very truly yours,

[Name], [Type of Entity]

By: _____

Name: _____

Title: _____

Date: _____

Or

[Name], an Individual

EXHIBIT B

FORM OF BOND PURCHASE CONTRACT

**YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT
(POLK COUNTY, FLORIDA)**

§ _____
**SPECIAL ASSESSMENT BONDS, SERIES 2022
(SERIES 2022 PROJECT)**

BOND PURCHASE CONTRACT

[_____], 2022

Board of Supervisors
Yarborough Lane Community Development District
Polk County, Florida

Dear Ladies and Gentlemen:

FMSbonds, Inc. (the "Underwriter") offers to enter into this Bond Purchase Contract (the "Purchase Contract") with Yarborough Lane Community Development District (the "District"). The District is located entirely within unincorporated Polk County, Florida (the "County"). This offer of the Underwriter shall, unless accepted by the District, acting through its Board of Supervisors (the "Board"), expire at [4:00 P.M.] prevailing time within the jurisdiction of the District on the date hereof, unless previously withdrawn or extended in writing by the Underwriter. This Purchase Contract shall be binding upon the District and the Underwriter upon execution and delivery. Any capitalized word not defined herein shall have the meaning ascribed thereto in the Preliminary Limited Offering Memorandum (as hereinafter defined). In conformance with Section 218.385, Florida Statutes, as amended, the Underwriter hereby delivers to the District the Disclosure and Truth-In-Bonding Statements attached hereto as Exhibit A.

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the District and the District hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of its \$ _____ aggregate principal amount of Yarborough Lane Community Development District Special Assessment Bonds, Series 2022 (Series 2022 Project) (the "Series 2022 Bonds"). The Series 2022 Bonds shall be dated their date of delivery and shall mature on the dates, shall bear interest at the rates, and shall be subject to redemption prior to maturity, all as provided in Exhibit B attached hereto. The purchase price for the Series 2022 Bonds shall be \$ _____ (representing the \$ _____ aggregate principal amount of the Series 2022 Bonds, [plus/less net original issue premium/discount of \$ _____ and] less an underwriter's discount of \$ _____). The payment for and delivery of the Series 2022 Bonds and the other actions contemplated hereby to take place at the Closing Date (as hereinafter defined) being hereinafter referred to as the "Closing."

2. The Series 2022 Bonds. The Series 2022 Bonds are to be issued by the District, a local unit of special-purpose government of the State of Florida (the "State"), created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, any successor statute thereto, the Florida Constitution, and other applicable provisions of law (collectively, the "Act"), and by Ordinance No. 2022-31 duly enacted by the Board of County Commissioners of Polk County on May 3, 2022 (the "Ordinance"). The Series 2022 Bonds are being issued pursuant to the Act and secured pursuant to the provisions of a Master Trust Indenture dated as of [August 1], 2022 (the "Master Indenture"), as amended and supplemented by a First Supplemental Trust Indenture dated as of [August 1], 2022 (the "First 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"), and

Resolution Nos. 2022-26 and 2022-[40] adopted by the Board on May 12, 2022 and [August 11], 2022, respectively (collectively, and together with the Supplemental Bond Resolution as described herein, the "Bond Resolution"). The Series 2022 Special Assessments, comprising the Series 2022 Pledged Revenues for the Series 2022 Bonds, will have been, or will be prior to the time of Closing, levied by the District on the lands within the District specially benefited by the Series 2022 Project pursuant to the Assessment Resolutions (as such terms are defined in the Indenture).

3. Limited Offering; Establishment of Issue Price. It shall be a condition to the District's obligation to sell and to deliver the Series 2022 Bonds to the Underwriter, and to the Underwriter's obligation to purchase, accept delivery of and pay for the Series 2022 Bonds, that the entire principal amount of the Series 2022 Bonds be issued, sold and delivered by the District and purchased, accepted and paid for by the Underwriter at the Closing and that the District and the Underwriter receive the opinions, documents and certificates described in Section 8(c) hereof.

(a) The Underwriter agrees to assist the District in establishing the issue price of the Series 2022 Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, in a form reasonably satisfactory to Bond Counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2022 Bonds.

(b) Except as otherwise indicated in Exhibit B, the District will treat the first price at which 10% of each maturity of the Series 2022 Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the District the price or prices at which the Underwriter has sold to the public each maturity of Series 2022 Bonds. If at that time the 10% test has not been satisfied as to any maturity, the Underwriter agrees to promptly report to the District the prices at which the Series 2022 Bonds of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Series 2022 Bonds of that maturity or until all Series 2022 Bonds of that maturity have been sold to the public provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or bond counsel. For purposes of this Section, if Series 2022 Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2022 Bonds.

(c) The Underwriter confirms that it has offered the Series 2022 Bonds to accredited investors constituting the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit B attached hereto, except as otherwise set forth therein. Exhibit B also sets forth, as of the date of this Purchase Contract, the maturities of the Series 2022 Bonds, if any, for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2022 Bonds, the Underwriter will neither offer nor sell unsold Series 2022 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2022 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the District promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2022 Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 2022 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Series 2022 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2022 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series 2022 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Series 2022 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2022 Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Series 2022 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2022 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2022 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2022 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Series 2022 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The District acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2022 Bonds to the public, the agreement of each dealer

who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2022 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2022 Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2022 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2022 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2022 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2022 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2022 Bonds.

(f) The Underwriter acknowledges that sales of any Series 2022 Bond to any person that is a related party to an Underwriter participating in the initial sale of the Series 2022 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the Underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2022 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2022 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2022 Bonds to the public),

(iii) a purchaser of any of the Series 2022 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Contract by all parties.

4. Use of Documents. Prior to the date hereof, the District has caused to be prepared and has provided to the Underwriter a Preliminary Limited Offering Memorandum, dated [____], 2022 (the "Preliminary Limited Offering Memorandum"), of the District, relating to the Series 2022 Bonds that the District has deemed final as of its date, except for certain permitted omissions (the "Permitted Omissions"), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") in connection with the limited offering of the Series 2022 Bonds. The Underwriter has reviewed the Preliminary Limited Offering Memorandum prior to the execution of this Purchase Contract. The District

has, prior to the date hereof, authorized the use of the Preliminary Limited Offering Memorandum by the Underwriter in connection with the limited offering of the Series 2022 Bonds. The District shall deliver, or cause to be delivered, at its expense, to the Underwriter within seven (7) business days after the date hereof but not later than the Closing Date (as hereinafter defined) and in sufficient time to accompany any confirmation that requests payment from any customer such number of copies of the final Limited Offering Memorandum (the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda") as the Underwriter shall reasonably request to comply with the requirements of the Rule and all applicable rules of the Municipal Securities Rulemaking Board (the "MSRB"). The Underwriter agrees to file the Limited Offering Memorandum with the MSRB not later than two (2) business days after the Closing Date. The Underwriter agrees that it will not confirm the sale of any Series 2022 Bonds unless a final written confirmation of sale is accompanied or preceded by the delivery of a copy of the Limited Offering Memorandum. The District hereby approves the circulation and use by the Underwriter of the Limited Offering Memoranda with respect to the Series 2022 Bonds.

5. Definitions. For purposes hereof, (a) this Purchase Contract, the Series 2022 Bonds, the Indenture, the Continuing Disclosure Agreement to be dated as of the Closing Date, by and among the District, Clayton Properties Group, Inc., a Tennessee corporation (the "Developer"), and Governmental Management Services - Central Florida, LLC, a Florida limited liability company, as dissemination agent (the "Dissemination Agent"), in substantially the form attached to the Preliminary Limited Offering Memorandum as APPENDIX E thereto (the "Disclosure Agreement") and the DTC Blanket Issuer Letter of Representations entered into by the District are referred to herein collectively as the "Financing Documents," and (b) [the Agreement Regarding the Completion of Certain Improvements by and between the District and the Developer dated as of the Closing Date (the "Completion Agreement"), the Agreement Regarding the Acquisition of Work Product, Improvements and Real Property by and between the District and the Developer dated as of the Closing Date (the "Acquisition Agreement"), the Collateral Assignment and Assumption of Development Rights by and between the District and the Developer, dated as of the Closing Date in recordable form (the "Collateral Assignment"), and the Agreement Regarding True-Up by and between the District and the Developer dated as of the Closing Date in recordable form (the "True-Up Agreement")] are collectively referred to herein as the "Ancillary Agreements."

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

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

(b) The District has full legal right, power and authority to: (i) adopt the Bond Resolution and the Assessment Resolutions; (ii) enter into the Financing Documents and Ancillary Agreements; (iii) sell, issue and deliver the Series 2022 Bonds to the Underwriter as provided herein; (iv) apply the proceeds of the sale of the Series 2022 Bonds for the purposes described in the Limited Offering Memoranda; (v) authorize and acknowledge the use of the Limited Offering Memoranda and authorize the execution of the Limited Offering Memorandum; and (vi) carry out and consummate the transactions contemplated by the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Ancillary Agreements, and the Limited Offering Memoranda. The District has complied, and on the Closing Date will be in compliance in all material respects, with the terms of the Act and with the obligations on its part contained in the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Ancillary Agreements and the Series 2022 Bonds;

(c) At meetings of the Board that were duly called and noticed and at which a quorum was present and acting throughout, the Board duly adopted the Bond Resolution and the Assessment Resolutions, and the same are in full force and effect and have not been supplemented, amended, modified or repealed, except as set forth therein and, with respect to the Bond resolution, as will be supplemented by the Supplemental Bond Resolution. By all necessary official Board action, the District has duly authorized and approved the use and delivery of the Preliminary Limited Offering Memorandum and the execution and delivery of the Financing Documents, the Ancillary Agreements, the Series 2022 Bonds and the Limited Offering Memorandum, has duly authorized and approved the performance by the District of the obligations on its part contained in the Financing Documents, the Ancillary Agreements and the Series 2022 Bonds and the consummation by it of all other transactions contemplated by this Purchase Contract and the Limited Offering Memoranda in connection with the issuance of the Series 2022 Bonds. Upon execution and delivery by the District and the Trustee (and assuming the due authorization, execution and delivery of the Indenture by the Trustee), the Indenture will constitute a legal, valid and binding obligation of the District, enforceable in accordance with its terms, subject only to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law). Upon execution by the District and the other parties thereto (and assuming the due authorization, execution and delivery of such agreements by the other parties thereto) the Financing Documents and the Ancillary Agreements will constitute the legal, valid and binding obligations of the District, enforceable in accordance with their respective terms; subject only to applicable bankruptcy, insolvency and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

(d) Except as may be expressly disclosed in the Preliminary Limited Offering Memorandum, the District is not in material breach of or material default under any applicable provision of the Act or any applicable constitutional provision or statute or, to the best of its knowledge, administrative regulation of the State or the United States of America or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement, or other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of its knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or material event of default under any such instrument; and the execution and delivery of the Series 2022 Bonds, the Financing Documents, the Ancillary Agreements and the Limited Offering Memorandum, the approval of the delivery of the Preliminary Limited Offering Memorandum, and the adoption of the Bond Resolution and the Assessment Resolutions, and compliance with the provisions on the District's part contained therein, will not conflict with or constitute a material breach of or material default under any applicable constitutional provision, or law, or, to the best of its knowledge, any administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as provided by the Assessment Resolutions, the Series 2022 Bonds and the Indenture. To the best of its knowledge, no event has occurred which, with the lapse of time or the giving of notice, or both, would constitute an event of default (as therein defined) under the Series 2022 Bonds, the Financing Documents or the Ancillary Agreements;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization by, or which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due performance by the District of its obligations, to issue the Series 2022 Bonds, or under the Series 2022 Bonds, the Bond Resolution, the Assessment Resolutions, Financing Documents or the Ancillary Agreements have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Series 2022 Bonds;

(f) The descriptions of the Series 2022 Bonds, the Financing Documents, the Ancillary Agreements and the Series 2022 Project to the extent referred to in the Limited Offering Memoranda, conform in all material respects to the Series 2022 Bonds, the Financing Documents, the Ancillary Agreements and the Series 2022 Project, respectively;

(g) The Series 2022 Bonds, when issued, executed and delivered in accordance with the Indenture and when sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the District, entitled to the benefits of the Indenture and upon such issuance, execution and delivery of the Series 2022 Bonds, the Indenture will provide, for the benefit of the holders from time to time of the Series 2022 Bonds, a legally valid and binding pledge of and first lien on the Series 2022 Pledged Revenues. On the Closing Date, all conditions precedent to the issuance of the Series 2022 Bonds set forth in the Indenture will have been complied with or fulfilled;

(h) As of the date hereof, there is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to its best knowledge, threatened against the District: (i) contesting the corporate existence or powers of the Board or the titles of the respective officers of the Board to their respective offices; (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2022 Bonds or the application of the proceeds of the sale thereof for the purposes described in the Limited Offering Memoranda or the collection of the Series 2022 Special Assessments or the pledge of and lien on the Series 2022 Pledged Revenues, pursuant to the Indenture; (iii) contesting or affecting specifically as to the District the validity or enforceability of the Act or any action of the District in any respect relating to the authorization for the issuance of the Series 2022 Bonds, or the authorization of the Series 2022 Project, the Bond Resolution, the Assessment Resolutions, the Financing Documents and Ancillary Agreements to which the District is a party, or the application of the proceeds of the Series 2022 Bonds for the purposes set forth in the Limited Offering Memoranda; (iv) contesting the federal tax status of the Series 2022 Bonds; or (v) contesting the completeness or accuracy of the Limited Offering Memoranda or any supplement or amendment thereto;

(i) To the extent applicable, the District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to: (i) qualify the Series 2022 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; and (ii) determine the eligibility of the Series 2022 Bonds for investment under the laws of such states and other jurisdictions, and the District will use its best efforts to continue such qualifications in effect so long as required for the initial limited offering and distribution of the Series 2022 Bonds; provided, however, that the District shall not be required to execute a general or special consent to service of process or to qualify to do business in

connection with any such qualification or determination in any jurisdiction or register as a broker/dealer;

(j) As of its date (unless an event occurs of the nature described in paragraph (1) of this Section 6) and at all times subsequent thereto, up to and including the date hereof the statements and information contained in the Preliminary Limited Offering Memorandum (other than Permitted Omissions) and in the Limited Offering Memorandum are and will be accurate in all material respects for the purposes for which their use is authorized and do not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memoranda under the captions "DESCRIPTION OF THE SERIES 2022 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE DEVELOPER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Developer," "UNDERWRITING" and, with respect to the Developer, as set forth under the caption "CONTINUING DISCLOSURE";

(k) If the Limited Offering Memorandum is supplemented or amended pursuant to subsection (1) of this Section 6, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Date, the Limited Offering Memorandum as so supplemented or amended will be accurate in all material respects for the purposes for which their use is authorized and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memoranda under the captions "DESCRIPTION OF THE SERIES 2022 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE DEVELOPER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Developer," "UNDERWRITING" and, with respect to the Developer, as set forth under the caption "CONTINUING DISCLOSURE";

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

(m) Since its inception, there has been no material adverse change in the properties, businesses, results of operations, prospects, management or financial or other condition of the District, except as disclosed in the Limited Offering Memoranda, and the District has not incurred liabilities that would materially adversely affect its ability to discharge its obligations under the Bond Resolution, the Assessment Resolutions, the Series 2022 Bonds, the Financing Documents

or the Ancillary Agreements, direct or contingent, other than as set forth in or contemplated by the Limited Offering Memoranda;

(n) The District has not and is not now in default in the payment of the principal of or the interest on any governmental security issued or guaranteed by it after December 31, 1975 which would require the disclosure pursuant to Section 517.051, Florida Statutes or Rule 69W-400.003 of the Florida Department of Financial Services;

(o) The District has disclosed in the Preliminary Limited Offering Memorandum any failure in the previous five (5) years to comply, in all material respects, with any previous continuing disclosure obligations undertaken by the District in accordance with the continuing disclosure requirements of the Rule;

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

(q) From the date of this Purchase Contract through the Closing Date, the District will not issue any bonds (other than the Series 2022 Bonds), notes or other obligations payable from the Series 2022 Pledged Revenues.

7. **Closing.** At 10:00 a.m. prevailing time on [_____], 2022 (the "Closing Date") or at such later time as may be mutually agreed upon by the District and the Underwriter, the District will, subject to the terms and conditions hereof, deliver to the Underwriter, the Series 2022 Bonds in definitive book-entry only form, duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Series 2022 Bonds as set forth in Section 1 hereof, in federal or other immediately available funds to the order of the District. Delivery of the Series 2022 Bonds as aforesaid shall be made pursuant to the FAST system of delivery of The Depository Trust Company, New York, New York, or at such other place as may be mutually agreed upon by the District and the Underwriter. The Series 2022 Bonds shall be typewritten, shall be prepared and delivered as fully registered bonds in book-entry only form, with one bond for each maturity, registered in the name of Cede & Co. and shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection and packaging, unless otherwise agreed by the District and the Underwriter.

8. **Closing Conditions.** The Underwriter has entered into this Purchase Contract in reliance upon the representations, warranties and agreements of the District contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered on the Closing Date and upon the performance by the District of its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Series 2022 Bonds are conditioned upon the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing Date, and are also subject to the following additional conditions:

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

(b) At the time of the Closing, the Bond Resolution (including without limitation the Supplemental Bond Resolution), the Assessment Resolutions, the Series 2022 Bonds, the Financing Documents and the Ancillary Agreements shall each be in full force and effect in accordance with

their respective terms and the Bond Resolution, the Assessment Resolutions, the Indenture and the Limited Offering Memoranda shall not have been supplemented, amended, modified or repealed, except in any such case as may have been agreed to by the Underwriter;

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

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

(2) A copy of each of the Bond Resolution (including the adopted Supplemental Bond Resolution) and the Assessment Resolutions certified by the Secretary or an Assistant Secretary of the Board under seal as having been duly adopted by the Board of the District and as being in full force and effect;

(3) Executed copies of each of the Financing Documents and Ancillary Agreements in form and substance acceptable to the Underwriter and Underwriter's counsel;

(4) The opinion, dated as of the Closing Date and addressed to the District, of Greenberg Traurig, P.A., Bond Counsel, in the form included in the Preliminary Limited Offering Memorandum as APPENDIX C or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel, together with a letter of such counsel, dated as of the Closing Date and addressed to the Underwriter and the Trustee, to the effect that the foregoing opinion addressed to the District may be relied upon by the Underwriter and the Trustee to the same extent as if such opinion were addressed to them;

(5) The supplemental opinion, dated as of the Closing Date and addressed to the Underwriter, of Greenberg Traurig, P.A., Bond Counsel, in the form annexed as Exhibit C hereto or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(6) The opinion, dated as of the Closing Date of KE Law Group, PLLC, counsel to the District, in the form annexed as Exhibit D hereto or in form and substance otherwise acceptable to the Underwriter and its counsel;

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

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

(9) The opinion, dated as of the Closing Date and addressed to the District, the Trustee and the Underwriter, of Johnson Pope Bokor Ruppel & Burns, LLP, counsel to the Developer, in the form annexed as Exhibit E hereto or in form and substance otherwise acceptable to the Underwriter and Underwriter's counsel;

(10) A certificate of the Developer dated as of the Closing Date, in the form annexed as Exhibit F hereto or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(11) A copy of the Ordinance;

(12) A certificate, dated as of the Closing Date, signed by the Chairperson or Vice-Chairperson and the Secretary or an Assistant Secretary of the Board, setting forth that: (i) each of the representations of the District contained herein was true and accurate in all material respects on the date when made, has been true and accurate in all material respects at all times since, and continues to be true and accurate in all material respects on the Closing Date as if made on such date; (ii) the District has performed all obligations to be performed hereunder as of the Closing Date; (iii) except as may be disclosed in the Limited Offering Memorandum, the District has never been in default as to principal or interest with respect to any obligation issued or guaranteed by the District; (iv) the District agrees to take all reasonable action necessary to use the Uniform Method as the means of collecting the Series 2022 Special Assessments as described in the Indenture; and (v) the Limited Offering Memoranda (other than the information under the captions "DESCRIPTION OF THE SERIES 2022 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE DEVELOPER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Developer," "UNDERWRITING" and, with respect to the Developer, as set forth under the caption "CONTINUING DISCLOSURE," as to which no view need be expressed) as of their respective dates, and as of the date hereof, do not contain any untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Limited Offering Memoranda are to be used, or which is necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;

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

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

(15) Executed copies of the District's certification as to arbitrage and other matters relative to the tax status of the Series 2022 Bonds under Section 148 of the Internal Revenue Code of 1986, as amended;

(16) Executed copy of Internal Revenue Service Form 8038-G relating to the Series 2022 Bonds;

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

(18) A certificate of the District Manager and Methodology Consultant in the form annexed as Exhibit H hereto or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(19) A certificate of the District whereby the District deemed the Preliminary Limited Offering Memorandum final for purposes of the Rule as of the date of the Preliminary Limited Offering Memorandum except for the Permitted Omissions;

(20) To the extent required under the Indenture, an investor letter from each initial beneficial owner of the Series 2022 Bonds in the form attached to the Indenture;

(21) Such additional documents as may be required by the Indenture to be delivered as a condition precedent to the issuance of the Series 2022 Bonds;

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

(23) A certified copy of the final judgment of the Tenth Judicial Circuit Court of Florida in and for Polk County, Florida, validating the Series 2022 Bonds and appropriate certificate of no-appeal;

(24) A copy of the Master Assessment Methodology for Yarborough Lane Community Development District, dated May 12, 2022, as supplemented by the [First Supplemental Assessment Methodology (2022 Project)] for Yarborough Lane Community Development District dated the date hereof, as the same may be amended and supplemented from time to time, relating to the Series 2022 Bonds;

(25) A copy of "The Yarborough Lane Community Development District Engineer's Report" dated May 2022 (the "Engineer's Report");

(26) Acknowledgments in recordable form by all mortgage holders, if any, on lands which are subject to the Series 2022 Special Assessments as to the superior lien of the Series 2022 Special Assessments, in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(27) Declaration of Consent to Jurisdiction of the District and to Imposition of Special Assessments by the Developer and any other landowners with respect to all real property which is subject to the Series 2022 Special Assessments, each in recordable form and otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(28) Evidence acceptable to the Underwriter in its sole discretion that the District has engaged a dissemination agent acceptable to the Underwriter (the "Dissemination Agent") for the Series 2022 Bonds;

(29) A certificate of the Dissemination Agent (i) acknowledging its agreement to serve as the initial Dissemination Agent for the District and undertake the obligations of the Dissemination Agent as set forth in the Continuing Disclosure Agreements (ii) representing that the Dissemination Agent is aware of the continuing disclosure requirements set forth in the Continuing Disclosure Agreements and the Rule and that it has policies and procedures in place to ensure its compliance with its obligations under the Disclosure Agreements, and (iii) covenanting to comply with its obligations under the Disclosure Agreements; and

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

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Series 2022 Bonds contained in this Purchase Contract (unless waived by the Underwriter in its sole discretion), or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Series 2022 Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the District shall be under any further obligation hereunder, except that the respective obligations of the District and the Underwriter set forth in Section 10 hereof shall continue in full force and effect.

9. Termination. The Underwriter shall have the right to terminate its obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Series 2022 Bonds by notifying the District in writing of its election to do so if, after the execution hereof and prior to the Closing: (i) legislation shall have been introduced in or enacted by the Congress of the United States or enacted by the State, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairperson or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed for consideration by either such committee, by any member thereof, or legislation shall have been favorably reported for passage to either House of Congress of the United States by a committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or the State, including the Tax Court of the United States, or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States, or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the District or by any similar body, or upon interest on obligations of the general character of the Series 2022 Bonds, which may have the purpose or effect, directly or indirectly, of materially and adversely affecting the tax exempt status of the District, its property or income, its securities (including the Series 2022 Bonds) or the interest thereon, or any tax exemption granted or authorized by the State or, which in the reasonable opinion of the Underwriter, affects materially and adversely the market of the Series 2022 Bonds, or the market price generally of obligations of the general character of the Series 2022 Bonds; (ii) the District or the Developer has, without the prior written consent of the Underwriter, offered or issued any bonds, notes or other obligations for borrowed money, or incurred any material liabilities, direct or contingent, or there has been an adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District or the Developer, other than in the ordinary course of their respective business; (iii) any event shall have occurred or shall exist which, in the reasonable opinion of the Underwriter, would or might cause the information contained in the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (iv) the District fails to adopt the Supplemental Bond Resolution, the Assessment Resolutions or fails to perform any action to be performed by it in connection with the levy of the Series 2022 Special Assessments.

10. Expenses.

(a) The District agrees to pay, and the Underwriter shall not be obligated to pay, any expenses incident to the performance of the District's obligations hereunder, including, but not limited to: (i) the cost of the preparation and distribution of the Indenture; (ii) the cost of the preparation and printing, if applicable, of the Limited Offering Memoranda and any supplements thereto, together with a reasonable number of copies which the Underwriter may request; (iii) the cost of registering the Series 2022 Bonds in the name of Cede & Co., as nominee of DTC, which will act as securities depository for such Series 2022 Bonds; (iv) the fees and disbursements of counsel to the District, the District Manager, the Dissemination Agent, Bond Counsel, the Consulting Engineer, the Underwriter, Underwriter's Counsel, the District's Methodology Consultant and any other experts or consultants retained by the District; and (v) the cost of recording in the Official Records of the Polk County, Florida (the "County") any Financing Documents, Ancillary Agreements or other documents or certificates that are required to be recorded pursuant to the terms of this Purchase Contract. It is anticipated that such expenses shall be paid from the proceeds of the Series 2022 Bonds. The District shall submit for recording all documents required to be provided in recordable form hereunder within three business days after the Closing Date, which obligation shall survive the Closing.

(b) The Underwriter agrees to pay all advertising expenses in connection with the Series 2022 Bonds, if any.

11. No Advisory or Fiduciary Role. The District acknowledges and agrees that (i) the purchase and sale of the Series 2022 Bonds pursuant to this Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction and with the discussions, undertakings and processes leading up to such transaction, the Underwriter is and has been acting solely as a principal and not as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)), agent or a fiduciary of the District, (iii) the Underwriter has not assumed an advisory or a fiduciary responsibility in favor of the District with respect to the limited offering of the Series 2022 Bonds or the discussions, undertakings and process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has provided or is currently advising or providing services to the District on other matters) or any other obligation to the District except the obligations expressly set forth in this Agreement, (iv) the Underwriter has financial and other interests that differ from those of the District, (v) the District has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2022 Bonds, and (vi) the Underwriter has provided to the District prior disclosures under Rule G-17 of the MSRB, which have been received by the District.

12. Notices. Any notice or other communication to be given to the District under this Purchase Contract may be given by delivering the same in writing to the District Manager at Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to FMSbonds, Inc., 20660 W. Dixie Highway, North Miami Beach, Florida 33180, Attention: Jon Kessler.

13. Parties in Interest; Survival of Representations. This Purchase Contract is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the District's representations, warranties and agreements contained in this Purchase Contract shall remain operative and in full force and effect and survive the closing on the Series 2022 Bonds, regardless of: (i) any investigations made by or on behalf of the Underwriter and (ii) delivery of and payment for the Series 2022 Bonds pursuant to this Purchase Contract.

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

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

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

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

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

[Signature page follows.]

Very truly yours,

FMSBONDS, INC.

By: _____
Theodore A. Swinarski
Senior Vice President - Trading

Accepted and agreed to this
____ day of _____, 2022.

**YARBOROUGH LANE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Milton Andrade
Chair, Board of Supervisors

EXHIBIT A

DISCLOSURE AND TRUTH-IN-BONDING STATEMENT

[_____], 2022

Yarborough Lane Community Development District
Polk County, Florida

Re: \$_____ Yarborough Lane Community Development District Special Assessment Bonds,
Series 2022 (Series 2022 Project) (the "Series 2022 Bonds")

Dear Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the above-referenced Bonds, FMSbonds, Inc. (the "Underwriter"), having purchased the Series 2022 Bonds pursuant to a Bond Purchase Contract dated [_____], 2022 (the "Bond Purchase Contract"), by and between the Underwriter and Yarborough Lane Community Development District (the "District"), furnishes the following information in connection with the limited offering and sale of the Series 2022 Bonds. Capitalized terms used and not defined herein shall have the meanings given to them under the Bond Purchase Contract.

1. The total underwriting discount paid to the Underwriter pursuant to the Bond Purchase Contract for the Series 2022 Bonds is approximately \$_____ per \$1,000.00 or \$_____.
2. There are no "finders" as such term is used in Sections 218.385 and 218.386, Florida Statutes, in connection with the issuance of the Series 2022 Bonds.
3. The nature and estimated amounts of expenses to be incurred by the Underwriter in connection with the issuance of the Series 2022 Bonds are set forth in Schedule I attached hereto.
4. The management fee charged by the Underwriter is: \$0/\$1,000 or \$0.
5. Any other fee, bonus or other compensation estimated to be paid by the Underwriter in connection with the Series 2022 Bonds to any person not regularly employed or retained by the Underwriter in connection with the Series 2022 Bonds to any person not regularly employed or retained by the Underwriter is as follows: None. GrayRobinson, P.A. has been retained as counsel to the Underwriter and will be compensated by the District.
6. Pursuant to the provisions of Sections 218.385(2) and (3), Florida Statutes, as amended, the following truth-in-bonding statements are made with respect to the Series 2022 Bonds.
7. The address of the Underwriter is:

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

The District is proposing to issue \$_____ aggregate amount of the Series 2022 Bonds for the purposes of: (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Series 2022 Project, (ii) funding a deposit to the Series 2022

Reserve Account in the amount of the Series 2022 Reserve Requirement, (iii) paying a portion of the interest coming due on the Series 2022 Bonds and (iv) paying the costs of issuance of the Series 2022 Bonds. This debt or obligation is expected to be repaid over a period of approximately _____ () years and _____ () months. At a net interest cost of approximately _____ % for the Series 2022 Bonds, total interest paid over the life of the Series 2022 Bonds will be \$ _____.

The source of repayment for the Series 2022 Bonds is the Series 2022 Special Assessments, imposed and collected by the District. Based solely upon the assumptions set forth in the paragraph above, the issuance of the Series 2022 Bonds will result in approximately \$ _____ (representing the average annual debt service payments due on the Series 2022 Bonds) of the District's special assessment revenues not being available to the District on an annual basis to finance other services of the District each year for twenty-nine (29) years and ten (10) months; provided however, that in the event that the Series 2022 Bonds were not issued, the District would not be entitled to impose and collect the Series 2022 Special Assessments in the amount of the principal of and interest to be paid on the Series 2022 Bonds.

[Remainder of page intentionally left blank.]

Sincerely,

By: _____
Theodore A. Swinarski
Senior Vice President - Trading

Schedule I
Expenses for Bonds:

<u>Expense</u>	<u>Amount</u>
DALCOMP	\$ _____
Clearance	
CUSIP	
DTC	
FINRA/SIPC	
MSRB	
<u>Electronic Orders</u>	
TOTAL:	\$ _____

EXHIBIT B

TERMS OF BONDS

1. **Purchase Price:** \$ _____ (representing the \$ _____ aggregate principal amount of the Series 2022 Bonds, [plus/less net original issue premium/discount of \$ _____ and] less underwriter's discount of \$ _____).
2. **Principal Amounts, Maturities, Interest Rates, [Yields,] and Prices:**

Series 2022 Bonds				
		Interest		
<u>Amount</u>	<u>Maturity</u>	<u>Rate</u>	<u>Yields</u>	<u>Price</u>

[*Yield calculated to the first optional call date of May 1, 20__.]

The Underwriter has offered the Series 2022 Bonds to the public on or before the date of this Purchase Contract at the initial offering prices set forth herein and has sold at least 10% of each maturity of the Series 2022 Bonds to the public at a price that is no higher than such initial offering prices[, except for the following maturities: _____].

4. **Redemption Provisions:**

Optional Redemption

The Series 2022 Bonds maturing after May 1, 20__ may, at the option of the District be called for redemption prior to maturity as a whole or in part, at any time, on or after May 1, 20__ (less than all Series 2022 Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2022 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date through which interest has been paid to the redemption date from moneys on deposit in the Series 2022 Optional Redemption Subaccount of the Series 2022 Bond Redemption Account. If such optional redemption shall be in part, the District shall select such principal amount of Series 2022 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2022 Bonds is substantially level.

Mandatory Sinking Fund Redemption

The Series 2022 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
	\$

*

*Maturity

The Series 2022 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
	\$

*

*Maturity

The Series 2022 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
	\$

*

*Maturity

The Series 2022 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
	\$

*

*Maturity

Upon any redemption of Series 2022 Bonds other than in accordance with scheduled mandatory sinking fund redemption amounts, the District shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2022 Bonds in substantially equal annual installments of principal and interest

(subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2022 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2022 Bonds in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

Extraordinary Mandatory Redemption

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

(i) from Series 2022 Prepayment Principal deposited into the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account following the payment in whole or in part of Series 2022 Special Assessments on any assessable property within the District in accordance with the provisions of the First Supplemental Indenture, together with any excess moneys transferred by the Trustee from the Series 2022 Reserve Account to the Series 2022 Prepayment Subaccount as a result of such Prepayment and pursuant the First Supplemental Indenture. If such redemption shall be in part, the District shall select such principal amount of Series 2022 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2022 Bonds is substantially level;

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

(iii) upon the Completion Date, from any funds remaining on deposit in the Series 2022 Acquisition and Construction Account in accordance with the provisions of the First Supplemental Indenture, not otherwise reserved to complete the Series 2022 Project and transferred to the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account, together with moneys deposited therein in accordance with the provisions of the First Supplemental Indenture, as a result of the reduction of the Series 2022 Reserve Requirement. If such redemption shall be in part, the District shall select such principal amount of Series 2022 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2022 Bonds is substantially level.

EXHIBIT C

BOND COUNSEL'S SUPPLEMENTAL OPINION

[_____] , 2022

Yarborough Lane Community Development District
Polk County, Florida

FMSbonds, Inc.
North Miami Beach, Florida

Re: \$_____ Yarborough Lane Community Development District Special Assessment
 Bonds, Series 2022 (Series 2022 Project) (the "Series 2022 Bonds")

Ladies and Gentlemen:

We have acted as Bond Counsel to Yarborough Lane Community Development District (the "District"), a community development district established and existing pursuant to Chapter 190 of the Florida Statutes, as amended (the "Act"), in connection with the issuance by the District of its \$_____ original aggregate principal amount of Yarborough Lane Community Development District Special Assessment Bonds, Series 2022 (Series 2022 Project) (the "Series 2022 Bonds"). In such capacity, we have rendered our final approving opinion (the "Opinion") of even date herewith relating to the Series 2022 Bonds. The Series 2022 Bonds are secured pursuant to that certain Master Trust Indenture dated [August 1], 2022 (the "Master Indenture"), as supplemented and amended by that certain First Supplemental Trust Indenture, dated as of [August 1], 2022 (the "First Supplemental Indenture" and, together with the Master Indenture, the "Series 2022 Indenture ") by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee").

In connection with the rendering of the Opinion, we have reviewed records of the acts taken by the District in connection with the authorization, sale and issuance of the Series 2022 Bonds, were present at various meetings and participated in various discussions in connection therewith and have reviewed such other documents, records and other instruments as we deem necessary to deliver this opinion.

The District has entered into a Bond Purchase Contract dated [_____] , 2022 (the "Purchase Agreement"), for the purchase of the Series 2022 Bonds. Capitalized words used, but not defined, herein shall have the meanings ascribed thereto in the Purchase Agreement.

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

1. The sale of the Series 2022 Bonds by the District is not subject to the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), pursuant to the exemption provided in Section 3(a)(2) of the Securities Act.

2. The Series 2022 Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

3. The information in the Limited Offering Memorandum under the captions "INTRODUCTION," "DESCRIPTION OF THE SERIES 2022 BONDS" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2022 BONDS," insofar as such statements constitute

descriptions of the Series 2022 Bonds or the Series 2022 Indenture, are accurate as to the matters set forth or documents described therein (provided, we express no opinion with respect to any financial, statistical and demographic information and information under the caption "DESCRIPTION OF THE SERIES 2022 BONDS – Book-Entry Only System," and any other information in the Limited Offering Memoranda concerning DTC and its book-entry system of registration), and the information under the captions "TAX MATTERS" and "AGREEMENT BY THE STATE" are correct as to matters of law.

This letter is furnished by us as Bond Counsel. No attorney-client relationship has existed or exists between our firm and FMSbonds, Inc. (the "Underwriter") in connection with the Series 2022 Bonds or by virtue of this letter. This letter is delivered to the Underwriter solely for its benefit as Underwriter and may not be used, circulated, quoted or otherwise referred to or relied upon by the Underwriter for any other purpose or by any other person other than the addressee hereto. This letter is not intended to, and may not be, relied upon by holders of the Series 2022 Bonds.

Very truly yours,

EXHIBIT D

ISSUER'S COUNSEL'S OPINION

[_____] , 2022

Yarborough Lane Community Development District
Polk County, Florida

FMSbonds, Inc.
North Miami Beach, Florida

U.S. Bank Trust Company, National Association
Fort Lauderdale, Florida
(solely for reliance upon Sections C.1., C.2. and C.3)

Re: \$_____ Yarborough Lane Community Development District Special Assessment
 Bonds, Series 2022 (Series 2022 Project)

Ladies and Gentlemen:

We serve as counsel to the Yarborough Lane Community Development District (the "District"), a local unit of special-purpose government established pursuant to the laws of the State of Florida, in connection with the sale by the District of its \$_____ Yarborough Lane Community Development District Special Assessment Bonds, Series 2022 (Series 2022 Project) (the "Series 2022 Bonds"). This letter is delivered to you pursuant to Section 3.01(3) of the Master Indenture (defined below), Section 2.09(c) of the First Supplemental Trust Indenture (defined below), and Section 8(c)(6) of the Bond Purchase Contract (referenced below), and is effective as of the date first written above. Each capitalized term not otherwise defined herein has the meaning given it to it in the Indenture (defined herein).

A. DOCUMENTS EXAMINED

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

1. Ordinance No. 2022-31, which was enacted by the Board of County Commissioners of Polk County, Florida (the "**County**") on May 3, 2022 (the "**Establishment Ordinance**");
2. the *Master Trust Indenture*, dated as of [August 1], 2022 ("**Master Indenture**"), as supplemented with respect to the Series 2022 Bonds by the *First Supplemental Trust Indenture*, dated as of [August 1], 2022 ("**First Supplemental Trust Indenture**" and, together with the Master Indenture, "**Indenture**"), each by and between the District and U.S. Bank Trust Company, National Association, as trustee ("**Trustee**");
3. Resolutions Nos. 2022-26 and 2022-[40] adopted by the District on May 12, 2022 and [August 11], 2022, respectively (collectively, "**Bond Resolution**");
4. "*The Yarborough Lane Community Development District Engineer's Report*" dated May 2022 (the "**Engineer's Report**"), which describes among other things, the capital infrastructure improvements for the District (the "**Series 2022 Project**");
5. *Master Assessment Methodology for Yarborough Lane Community Development District* dated May 12, 2022, as supplemented by the [*First Supplemental Assessment Methodology for Yarborough Lane Community Development District*] dated [_____] , 2022 (collectively, "**Assessment Methodology**");

6. Resolution Nos. 2022-__, 2022-__ and 2022-__, adopted by the District on ____, 2022, ____, 2022 and ____, 2022, respectively (collectively, "Assessment Resolution"), establishing the debt service special assessments ("Debt Assessments"), securing the Series 2022 Bonds;
7. the *Final Judgment* issued on [August 15], 2022, by the Circuit Court for the Tenth Judicial Circuit in and for Polk County, Florida in Case No. [_____] and the Certificate of No Appeal issued thereafter;
8. the Preliminary Limited Offering Memorandum dated [_____] 2022 ("**PLOM**") and Limited Offering Memorandum dated [_____] 2022 ("**LOM**");
9. certain certifications by FMSbonds, Inc. ("**Underwriter**"), as underwriter to the sale of the Series 2022 Bonds;
10. certain certifications of Kimley-Horn and Associates, Inc., as District Engineer;
11. certain certifications of Governmental Management Services – Central Florida, LLC, as Methodology Consultant;
12. certain certifications of Governmental Management Services – Central Florida, LLC, as District Manager;
13. general and closing certificate of the District;
14. an opinion of Greenberg Traurig, P.A. ("**Bond Counsel**"), issued to the District in connection with the sale and issuance of the Series 2022 Bonds;
15. an opinion of Aponte & Associates Law Firm, P.L.L.C. ("**Trustee Counsel**"), issued to the District and Underwriter in connection with the sale and issuance of the Series 2022 Bonds;
16. an opinion of Johnson Pope Bokor Ruppel & Burns, LLP, counsel to the Developer (defined herein), issued to the District and the Underwriter in connection with the sale and issuance of the Series 2022 Bonds;
17. the following agreements ("**Bond Agreements**"):
 - (a) the Continuing Disclosure Agreement dated [_____] 2022, by and among the District and Clayton Properties Group, Inc. ("**Developer**"), and a dissemination agent;
 - (b) the Bond Purchase Contract between Underwriter and the District and dated [_____] 2022 ("**BPA**");
 - (c) the Acquisition Agreement (Series 2022 Bonds), between the District and the Developer and dated [_____] 2022;
 - (d) the Completion Agreement (Series 2022 Bonds), between the District and the Developer and dated [_____] 2022;
 - (e) the True-Up Agreement (Series 2022 Bonds), between the District and the Developer and dated [_____] 2022;
 - (f) the Collateral Assignment and Assumption Agreement (Series 2022 Bonds), between the District and the Developer and dated [_____] 2022;
18. Declaration of Consent to Jurisdiction executed by the Developer;
19. Certificate of the Developer;
20. The following Executive Orders of Governor DeSantis of the State of Florida: 2020-52 issued March 9, 2020 and 2020-69 issued March 20, 2020, as amended, extended and supplemented, respectively; and
21. such other documents as we have deemed necessary or appropriate in rendering the opinions set forth below.

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

B. RELIANCE

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

C. OPINIONS

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

1. **Authority** – Under the Florida Constitution and laws of the State, the District has been duly established and validly exists as a local unit of special purpose government and a community development district under Chapter 190, Florida Statutes (the "Act"), with such powers as set forth in the Act, and with good, right and lawful authority: (a) to enter into and to consummate the transactions contemplated by the Bond Resolution, the Assessment Resolution, the Indenture, the Series 2022 Bonds and the Bond Agreements; (b) to issue the Series 2022 Bonds for the purposes for which they are issued; (c) to impose, levy, collect and enforce the Debt Assessments and pledge the Pledged Revenues to secure the Series 2022 Bonds as provided in the Indenture; (d) to adopt the Bond Resolution and the Assessment Resolution; and (e) to perform its obligations under the terms and conditions of the Bond Resolution, the Assessment Resolution, the Bond Agreements, the Series 2022 Bonds and the Indenture.

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

3. **Agreements** – The (a) Bond Resolution, (b) Assessment Resolution, (c) Bonds, (d) Indenture, and (e) Bond Agreements (assuming due authorization, execution and delivery of documents (c) – (e) listed herein by any parties thereto other than the District) have been duly and validly authorized, executed and delivered by the District, have been duly approved and adopted and/or issued by the District, are in full force and effect, constitute legal, valid and binding obligations of the District, and are enforceable against the District in accordance with their respective terms. All conditions prescribed in the Indenture as precedent to the issuance of the Series 2022 Bonds have been fulfilled.

4. **Validation** – The Series 2022 Bonds have been validated by a final judgment of the Circuit Court in and for Polk County, Florida, of which no timely appeals were filed.

5. **Governmental Approvals** – As of the date hereof, all necessary consents, approvals, waivers or other actions by or filings with any governmental authority or other entity that are required for: (a) the adoption of the Bond Resolution and the Assessment Resolution; (b) the issuance, sale, execution and delivery of the Series 2022 Bonds upon the terms set forth in the BPA, PLOM, and LOM; (c) the execution and delivery of the Indenture and Bond Agreements; and (d) the performance by the District of the transactions required hereby, have been duly obtained or made and are in full force and effect.

6. ***PLOM and LOM*** – The District has duly authorized the execution, delivery and distribution by the Underwriter of the PLOM and LOM. To our knowledge, and based upon our review of the PLOM and LOM and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the PLOM and LOM, and as of the date of their respective issuances, and with respect to the PLOM, the date of the BPA, and with respect to the LOM, the date hereof, nothing has come to our attention which would lead us to believe that the PLOM and LOM contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, provided however that the opinions stated herein extend only to the following provisions of the PLOM and LOM: "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2022 BONDS – Prepayment of Series 2022 Special Assessments" (as to the first two paragraphs thereof), "ENFORCEMENT OF ASSESSMENT COLLECTIONS," "THE DISTRICT" (excluding the subcaption "The District Manager and Other Consultants"), "THE DEVELOPMENT – Developer Agreements" (solely as to the description of the agreements), "AGREEMENT BY THE STATE," "LEGALITY FOR INVESTMENT," "LITIGATION – The District," "CONTINUING DISCLOSURE" (as it relates to the District only), "VALIDATION," and "AUTHORIZATION AND APPROVAL," and further provided however that the opinions stated herein do not extend to any statements that constitute descriptions of the Series 2022 Bonds or the Indenture. No information or opinion is offered as to any remaining provisions of the PLOM or LOM.

7. ***Litigation*** – As the District's Registered Agent for service of process and the fact that we have not been served with notice, there is no litigation pending or, to the best of our knowledge, threatened against the District: (a) seeking to restrain or enjoin the issuance or delivery of the Series 2022 Bonds or the application of the proceeds thereof, or the imposition, levy or collection of the Debt Assessments or the Pledged Revenues pledged for the payment of the debt service on the Series 2022 Bonds; (b) contesting or affecting the authority for the Debt Assessments, the authority for the issuance of the Series 2022 Bonds or the validity or enforceability of the Series 2022 Bonds, the Indenture, the Bond Agreements or the transactions contemplated thereunder; (c) contesting or affecting the establishment or existence of the District or any of its Supervisors, officers or employees, its assets, property or condition, financial or otherwise, or contesting or affecting any of the powers of the District, including its power to enter into the Indenture or the Bond Agreements, or its power to determine, assess, levy, collect and pledge the Debt Assessments for the payment of the debt service on the Series 2022 Bonds; or (d) specifically contesting the exclusion from federal gross income of interest on the Series 2022 Bonds.

8. ***Compliance with Laws*** – To the best of our knowledge, the District is not, in any manner material to the issuance of the Series 2022 Bonds or the Debt Assessments, in breach of or default under any applicable provision of the Act or constitutional provision, statute, or administrative regulation of the State of Florida, or any applicable judgment or decree, any loan agreement, indenture, bond, note, resolution, agreement (including the Bond Agreements and Indenture), or any other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of our knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the District under any such instrument; provided, however, that no opinion is expressed as to compliance with any state or federal tax or securities laws.

9. ***Authority to Undertake Series 2022 Project*** – The District has good right and lawful authority under the Act to undertake, finance, acquire, construct, own, and operate the Series 2022 Project, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body.

D. CERTAIN ASSUMPTIONS

In rendering the foregoing opinions, we have assumed the following: (1) that all public records, certifications, agreements and other documents examined by us that have been executed or certified by public officials acting within the scope of their official capacities are authentic, truthful and accurate; (2) that copies of such public records, certifications, agreements, and other documents furnished to us are authentic and conform to the originals; (3) that all signatures on executed public records, certifications, agreements and other documents are genuine; and (4) that all public records, certifications, agreements and other documents have been properly authorized and are binding on each of the other parties thereto; and (5) the continued application of the legislative determinations of the District's Board of Supervisors. Such assumptions do not apply to District documents.

E. CERTAIN QUALIFICATIONS

The foregoing opinions are subject to the following qualifications:

1. The opinions or statements expressed above are based solely on the laws of Florida in effect at the time of issuance of the Series 2022 Bonds. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of the federal government (including but not limited to the Internal Revenue Code or any proposed changes thereto), or any other state or other jurisdiction.
2. Our opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws, relating to or affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases, including the fact that specific performance and other equitable remedies are granted only in the discretion of a court.
3. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws or federal securities laws, as to which no opinion is expressed.
4. We further express no opinion as to the necessity for an interest rate waiver under Florida law, or the applicability of any provision or section of the Internal Revenue Code. We express no opinion as to compliance with any state or federal tax laws.
5. We express no opinion and make no representations regarding financial information, statistical data, or assessment and benefit calculations.
6. We have not reviewed, and therefore express no opinion, regarding any land use, real property or other related items, including but not limited to whether the Developer is able to convey good and marketable title to any particular real property or interest therein and related to the Series 2022 Project.
7. With respect to any of the opinions set forth in this letter which are based on or qualified by the phrase "to our knowledge," the words "to our knowledge" signify that, in the course of our representation of the District, no facts have come to our attention that would give us actual knowledge that any such opinions or other matters are not accurate. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of District.

8. The opinions set forth herein are based on factual representations made to us as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of a particular result, and are not binding on the courts or any other entity; rather, our opinions represent our professional judgment based on our review of existing law, and in reliance on the representations and covenants that we deem relevant to such opinions

Very truly yours,

KE LAW GROUP, PLLC

EXHIBIT E

DEVELOPER'S COUNSEL'S OPINION

[_____] , 2022

Yarborough Lane Community Development District
Polk County, Florida

FMSbonds, Inc.
North Miami Beach, Florida

U.S. Bank Trust Company, National Association
Fort Lauderdale, Florida

Greenberg Traurig, P.A.
Miami, Florida

GrayRobinson, P.A.
Tampa, Florida

Re: \$ _____ Yarborough Lane Community Development District Special Assessment
 Bonds, Series 2022 (Series 2022 Project) (the "Series 2022 Bonds")

Ladies and Gentlemen:

I am counsel to Clayton Properties Group, Inc., a Tennessee corporation (the "Developer"), which is the owner and developer of certain land located in Polk County, Florida and being developed as a residential community to be known as "Yarborough," as such lands are described in the Limited Offering Memoranda (as hereinafter defined). This opinion is rendered at the request of the Developer in connection with the issuance by the Yarborough Lane Community Development District (the "District") of the above-referenced Bonds, as further described in the District's Preliminary Limited Offering Memorandum dated [_____] , 2022 and the District's final Limited Offering Memorandum, dated [_____] , 2022, including the appendices attached thereto (collectively, the "Limiting Offering Memoranda"). Capitalized terms not defined herein shall have the meaning set forth in the Limited Offering Memoranda.

It is my understanding that the Series 2022 Bonds are being issued for the purposes of: (i) providing funds to pay a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Series 2022 Project, (ii) funding a deposit to the Series 2022 Reserve Account in the amount of the Series 2022 Reserve Requirement, (iii) paying a portion of the interest coming due on the Series 2022 Bonds and (iv) paying the costs of issuance of the Series 2022 Bonds.

In my capacity as counsel to the Developer, I have examined originals or copies identified to my satisfaction as being true copies of the Limiting Offering Memoranda, the Continuing Disclosure Agreement to be dated as of the Closing Date (the "Continuing Disclosure Agreement"), by and among the District, the Developer, and Governmental Management Services – Central Florida, LLC, as dissemination agent, the Agreement Regarding the Completion of Certain Improvements by and between the District and the Developer dated as of the Closing Date (the "Completion Agreement"), the Agreement Regarding the Acquisition of Work Product, Improvements and Real Property by and between the District and the

Developer dated as of the Closing Date (the "Acquisition Agreement"), the Collateral Assignment and Assumption of Development Rights by and between the District and the Developer dated as of the Closing Date (the "Collateral Assignment"), the Agreement Regarding True-Up by and between the District and the Developer dated as of the Closing Date (the "True-Up Agreement"), and the Declaration of Consent to Jurisdiction of the District, Imposition of Special Assessments and Imposition of Lien of Record dated as of the Closing Date and executed by the Developer (the "Declaration of Consent") (collectively, the "Documents") and have made such examination of law as I have deemed necessary or appropriate in rendering this opinion. In connection with the forgoing, I also have reviewed and examined the Developer's Operating Agreement dated as of _____, 20__, its Articles of Organization filed on _____, 20__, and a certificate of good standing issued by the State of Florida on _____, 2022 (collectively, the "Organizational Documents").

In rendering this opinion, I have assumed, without having made any independent investigation of the facts, the genuineness of all signatures (other than those of the Developer) and the authenticity of all documents submitted to me as originals and the conformity to original documents of all documents submitted to me as certified, conformed or photostatic copies, and the legal capacity of all natural persons.

In basing the opinions set forth in this opinion on "my knowledge," the words "my knowledge" signify that, in the course of my representation of Developer, no facts have come to my attention that would give me actual knowledge or actual notice that any such opinions or other matters are not accurate. Except as otherwise stated in this opinion, I have undertaken no investigation or verification of such matters.

Based on the forgoing, I am of the opinion that:

1. The Developer is a limited liability company organized and existing under the laws of the State of Tennessee and duly authorized to do business in the State of Florida.
2. The Developer has the power to conduct its business and to undertake the funding of the development of the lands in the District as described in the Limited Offering Memoranda and to enter into the Documents.
3. The Documents have been duly authorized, executed and delivered by the Developer and are in full force and effect. Assuming the due authorization, execution and delivery of such instruments by the other parties thereto and their authority to perform such instruments, the Documents constitute legal, valid and binding obligations of the Developer, enforceable in accordance with their respective terms.
4. Nothing has come to my attention that would lead me to believe the information contained in the Limited Offering Memoranda under the captions "THE DEVELOPMENT," "THE DEVELOPER," "LITIGATION – The Developer" and "CONTINUING DISCLOSURE" (as it relates to the Developer only) does not accurately and fairly present the information purported to be shown or contains any untrue statement of a material fact nor omits to state any material fact necessary to make the statement made therein, in light of the circumstances under which they were made, not misleading as of the dates of the Limited Offering Memoranda or as of the date hereof.
5. The execution, delivery and performance of the Documents by the Developer do not violate (i) the operating agreement of the Developer, (ii) to my knowledge, any agreement, instrument or Federal or Florida law, rule or regulation known to me to which the Developer is a party or by which any of the Developer's assets are or may be bound; or (iii) to my knowledge, any judgment, decree or order of any administrative tribunal, which judgment, decree, or order is binding on the Developer or its assets.

6. Nothing has come to my attention that would lead me to believe that the Developer is not in compliance in all material respects with all provisions of applicable law in all material matters relating to such entity as described in the Limited Offering Memoranda. Except as otherwise described in the Limited Offering Memoranda, (a) I have no knowledge that the Developer has not received all government permits, consents and licenses required in connection with the construction and completion of the development of the Capital Improvement Plan and the lands in the District as described in the Limited Offering Memoranda; (b) I have no knowledge of any default of any zoning condition, land use permit or development agreement which would adversely affect the Developer's ability to complete development of the Capital Improvement Plan and the lands in the District as described in the Limited Offering Memoranda and all appendices thereto; and (c) I have no knowledge and am not otherwise aware of any reason to believe that any permits, consents and licenses required to complete the development of the lands in the District as described in the Limited Offering Memoranda will not be obtained in due course as required by the Developer.

7. To the best of my knowledge after due inquiry, the levy of the Series 2022 Special Assessments on the applicable lands within the District will not conflict with or constitute a breach of or default under any agreement, indenture or other instrument to which the Developer is a party or to which the Developer or any of its property or assets are subject.

8. To the best of my knowledge after due inquiry, there is no litigation pending which would prevent or prohibit the development of the Capital Improvement Plan or the lands in the District in accordance with the descriptions thereof in the Limited Offering Memoranda and the Engineer's Report annexed thereto or which may result in any material adverse change in the business, properties, assets or financial condition of the Developer.

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

10. To the best of my knowledge after due inquiry, the Developer is in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets are subject, which default would have a material adverse effect on the Series 2022 Bonds or the development of the Capital Improvement Plan or the lands in the District.

This opinion is given as of the date hereof, and I disclaim any obligation to update this opinion letter for events occurring after the date of this opinion letter. The foregoing opinion applies only with respect to the laws of the State of Florida and the federal laws of the United States of America and I express no opinion with respect to the laws of any other jurisdiction. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws, as to which no opinion is expressed. This letter is for the benefit of and may be relied upon solely by the addressees and this opinion may not be relied upon in any manner, nor used, by any other persons or entities.

My opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws relating to or affecting creditor's rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases.

Very truly yours,

JOHNSON POPE BOKOR RUPPEL & BURNS, LLP

EXHIBIT F

FORM OF CERTIFICATE OF DEVELOPER

Clayton Properties Group, Inc., a Tennessee corporation (the "Developer"), DOES HEREBY CERTIFY, that:

1. This Certificate of the Developer is furnished pursuant to Section 8(c)(10) of the Bond Purchase Contract dated [____], 2022 (the "Purchase Contract") between Yarborough Lane Community Development District (the "District") and FMSbonds, Inc. (the "Underwriter") relating to the sale by the District of its \$_____ original aggregate principal amount of Yarborough Lane Community Development District Special Assessment Bonds, Series 2022 (Series 2022 Project) (the "Series 2022 Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract.

2. The Developer is a limited liability company organized and existing under the laws of the State of Tennessee and authorized to conduct business in the State of Florida.

3. Representatives of the Developer have provided information to the District to be used in connection with the offering by the District of its Series 2022 Bonds, pursuant to a Preliminary Limited Offering Memorandum dated [____], 2022 and the Limited Offering Memorandum, dated [____], 2022, including the appendices attached thereto (collectively, the "Limited Offering Memoranda").

4. The Declaration of Consent to Jurisdiction of Yarborough Lane Community Development District and to Imposition of Special Assessments dated [____], 2022, executed by the Developer and to be recorded in the public records of Polk County, Florida (the "Declaration of Consent"), constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms.

5. The Developer has reviewed and approved the information contained in the Limited Offering Memoranda under the captions "THE CAPITAL IMPROVEMENT PLAN AND THE SERIES 2022 PROJECT," "THE DEVELOPMENT," "THE DEVELOPER," "BONDOWNERS' RISKS" (as it relates to the Developer, the Development and non-specific Bondholder risks), "LITIGATION – The Developer" and "CONTINUING DISCLOSURE" (as it relates to the Developer) and warrant and represent that such information did not as of their respective dates, and does not as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, the Developer is not aware of any other information in the Limited Offering Memoranda that contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

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

7. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of the Developer which has not been disclosed in the Limited Offering Memoranda.

8. The Developer hereby represents that it owns that the lands in the District that will be subject to the Series 2022 Special Assessments as described in the Limited Offering Memoranda, and the Developer hereby consents to the levy of the Series 2022 Special Assessments on the lands in the District owned by the Developer. The levy of the Series 2022 Special Assessments on the lands in the District will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which either of the Developer is a party or to which their respective properties or assets are subject.

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

10. The Developer acknowledges that the Series 2022 Bonds have the debt service requirements set forth in the Limited Offering Memorandum and that the Series 2022 Special Assessments will be levied by the District at times, and in amounts sufficient, to enable the District to pay debt service on the Series 2022 Bonds when due.

11. To the best of our knowledge, the Developer is not in default under any other resolution, ordinance, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which the Developer is subject or by which the Developer or its properties are or may be bound, which would have a material adverse effect on the consummation of the transactions contemplated by the Financing Documents, Ancillary Documents, the Declaration of Consent or on the Development and is current in the payment of all ad valorem, federal and state taxes associated with the Development.

12. Except as otherwise disclosed in the Limited Offering Memoranda, there is no action, suit or proceedings at law or in equity by or before any court or public board or body pending or, solely to the best of our knowledge, threatened against the Developer (or any basis therefor) (a) seeking to restrain or enjoin the execution or delivery of Financing Documents, Declaration of Consent and/or Ancillary Documents to which the Developer is a party, (b) contesting or affecting the validity or enforceability of the Financing Documents, Declaration of Consent and/or Ancillary Documents, or any and all such other agreements or documents as may be required to be executed, or the transactions contemplated thereunder, (c) contesting or affecting the establishment or existence of the Developer or of the Developer's business, assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Developer, or (d) that would have a material and adverse effect upon the ability of the Developer to (i) complete the development of lands within the District as described in the Limited Offering Memoranda, (ii) pay the Series 2022 Special Assessments, or (iii) perform its various obligations as described in the Limited Offering Memoranda.

13. To the best of our knowledge after due inquiry, the Developer is in compliance in all material respects with all provisions of applicable law in all material matters relating to the Development as described in the Limited Offering Memoranda, including applying for all necessary permits. Except as otherwise described in the Limited Offering Memoranda, (a) the District is zoned and properly designated for its intended use; (b) all government permits other than certain permits, which permits are expected to be received as needed, have been received; (c) the Developer is not aware of any default of any zoning condition, permit or development agreement which would adversely affect the Developer's ability to complete or cause the completion of development of the District as described in the Limited Offering Memoranda and all appendices thereto; and (d) there is no reason to believe that any permits, consents and licenses required to complete the development of the District as described in the Offering Memoranda will not be obtained as required.

14. The Developer acknowledges that it will have no rights under Chapter 170, Florida Statutes, as amended, to prepay, without interest, the Series 2022 Special Assessments imposed on lands in the District owned by the Developer within thirty (30) days following completion of the Series 2022 Project and acceptance thereof by the District.

15. The Developer has entered into prior continuing disclosure obligations in connection with SEC Rule 15c2-12, and the information presented in the Limited Offering Memoranda under the heading "CONTINUING DISCLOSURE" (at it relates to the Developer only) accurately reflects the continuing disclosure history of the Developer.

16. The Developer is not in default of any obligations to pay special assessments, and the Developer is not insolvent.

Dated: [____], 2022.

Clayton Properties Group, Inc., a Tennessee corporation

By:

By: _____
_____, its Manager

EXHIBIT G

CERTIFICATE OF ENGINEER

CERTIFICATE OF KIMLEY-HORN AND ASSOCIATES, INC. (the "Engineers"), DOES HEREBY CERTIFY, that:

1. This certificate is furnished pursuant to Section 8(c)(17) of the Bond Purchase Contract dated [____], 2022 (the "Purchase Contract"), by and between Yarborough Lane Community Development District (the "District") and FMSbonds, Inc. with respect to the District's \$_____ original aggregate principal amount of Yarborough Lane Community Development District Special Assessment Bonds, Series 2022 (Series 2022 Project) (the "Series 2022 Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Preliminary Limited Offering Memorandum dated [____], 2022 and the Limited Offering Memorandum, dated [____], 2022, including the appendices attached thereto, relating to the Series 2022 Bonds (collectively, the "Limited Offering Memoranda"), as applicable.

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

3. The plans and specifications for the Capital Improvement Plan (as described in the Limited Offering Memoranda) were approved by all regulatory bodies required to approve them. All environmental and other regulatory permits or approvals required in connection with the construction of the Capital Improvement Plan were obtained or are expected to be obtained in the ordinary course.

4. The Engineers prepared the report entitled "The Yarborough Lane Community Development District Engineer's Report" dated May 2022 (the "Report"). The Report was prepared in accordance with generally accepted engineering principles. The Report is included as "APPENDIX A: ENGINEER'S REPORT" to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and a description of the Report and certain other information relating to the Series 2022 Project are included in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "THE CAPITAL IMPROVEMENT PLAN AND THE SERIES 2022 PROJECT" and "THE DEVELOPMENT." The Report and said information are true and complete in all material respects, contain no untrue statement of a material fact, and do not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. The Engineers hereby consent to the inclusion of the Report as "APPENDIX A: ENGINEER'S REPORT" to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and to the references to the Engineers in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

6. The Capital Improvement Plan is being constructed in sound workmanlike manner and in accordance with industry standards.

7. The price being paid by the District to the District for acquisition of the improvements included within the Series 2022 Project will not exceed the lesser of the cost of the Series 2022 Project or the fair market value of the assets acquired by the District.

8. To the best of our knowledge, after due inquiry, the Developer is in compliance in all material respects with all provisions of applicable law in all material matters relating to the Developer and

the development of the District as described in the Limited Offering Memoranda. Except as otherwise described in the Limited Offering Memoranda, (a) all government permits required in connection with the construction of the Capital Improvement Plan and the development of the District, as described in the Limited Offering Memoranda, have been received or are expected to be received in the ordinary course; (b) we are not aware of any default of any zoning condition, land use permit or development agreement which would adversely affect the ability to complete development of the District as described in the Limited Offering Memoranda and all appendices thereto; and (c) we have no actual knowledge and are not otherwise aware of any reason to believe that any permits, consents and licenses required to complete the Capital Improvement Plan and the development of the District as described in the Limited Offering Memoranda and all appendices thereto will not be obtained in due course as required by the Developer, or any other person or entity.

9. There is adequate water and sewer service capacity to serve the District Lands.

Date: [____], 2022

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Print Name: _____
Title: _____

EXHIBIT H

CERTIFICATE OF DISTRICT MANAGER AND METHODOLOGY CONSULTANT

[_____] , 2022

Yarborough Lane Community Development District
Polk County, Florida

FMSbonds, Inc.
North Miami Beach, Florida

Re: \$_____ Yarborough Lane Community Development District Special Assessment
Bonds, Series 2022 (Series 2022 Project)

Ladies and Gentlemen:

The undersigned representative of Governmental Management Services – Central Florida, LLC ("GMS"), DOES HEREBY CERTIFY:

1. This certificate is furnished pursuant to Section 8(c)(18) of the Bond Purchase Contract dated [_____] , 2022 (the "Purchase Contract"), by and between Yarborough Lane Community Development District (the "District") and FMSbonds, Inc. with respect to the District's \$_____ original aggregate principal amount of Yarborough Lane Community Development District Special Assessment Bonds, Series 2022 (Series 2022 Project) (the "Series 2022 Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Limited Offering Memoranda relating to the Series 2022 Bonds, as applicable.

2. GMS has acted as district manager and methodology consultant to the District in connection with the sale and issuance by the District of its Series 2022 Bonds and has participated in the preparation of the Preliminary Limited Offering Memorandum dated [_____] , 2022 and the Limited Offering Memorandum, dated [_____] , 2022, including the appendices attached thereto (collectively, the "Limited Offering Memoranda").

3. In connection with the issuance of the Series 2022 Bonds, we have been retained by the District to prepare the Master Assessment Methodology for Yarborough Lane Community Development District dated May 12, 2022, as supplemented by the First Supplemental Assessment Methodology (2022 Project) for Yarborough Lane Community Development District dated [_____] , 2022 (collectively, the "Assessment Methodology"), which Assessment Methodology has been included as an appendix to the Limited Offering Memoranda. We hereby consent to the use of the Assessment Methodology in the Limited Offering Memoranda and consent to the references to us therein.

4. As District Manager, nothing has come to our attention that would lead us to believe that the Limited Offering Memoranda, as they relate to the District, the Series 2022 Project, or any information provided by us, and the Assessment Methodology, as of their respective dates and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. The information set forth in the Limited Offering Memoranda under the subcaptions "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS," "THE DISTRICT," "FINANCIAL STATEMENTS," "LITIGATION" (insofar as such description relates to the District), "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS," "CONTINUING DISCLOSURE," "CONTINGENT FEES," and in "APPENDIX D: ASSESSMENT METHODOLOGY" did not as of the respective dates of the Limited Offering Memoranda and does not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

6. To the best of our knowledge, there has been no change which would materially adversely affect the assumptions made or the conclusions reached in the Assessment Methodology, and the considerations and assumptions used in compiling the Assessment Methodology are reasonable. The Assessment Methodology and the assessment methodology set forth therein were prepared in accordance with all applicable provisions of Florida law.

7. As District Manager for the District, we are not aware of any litigation pending or, to the best of our knowledge, threatened against the District restraining or enjoining the issuance, sale, execution or delivery of the Series 2022 Bonds, or in any way contesting or affecting the validity of the Series 2022 Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Series 2022 Bonds, or the existence or powers of the District.

8. The Series 2022 Special Assessments, as initially levied and as may be reallocated from time to time as permitted by resolutions adopted by the District, are sufficient to enable the District to pay the debt service on the Series 2022 Bonds through the final maturity thereof.

Dated: [____], 2022.

**GOVERNMENTAL MANAGEMENT
SERVICES – CENTRAL FLORIDA, LLC**, a
Florida limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT C

FORM OF PRELIMINARY LIMITED OFFERING MEMORANDUM

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED [____], 2022

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

NOT RATED

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

**YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT
(POLK COUNTY, FLORIDA)**

**\$[5,925,000]*
SPECIAL ASSESSMENT BONDS, SERIES 2022
(SERIES 2022 PROJECT)**

Dated: Date of Delivery

Due: As described herein

The Yarrowborough Lane Community Development District Special Assessment Bonds, Series 2022 (Series 2022 Project) (the "Series 2022 Bonds") are being issued by the Yarrowborough Lane Community Development District (the "District" or the "Issuer") in fully registered form, without coupons, in authorized denominations of \$5,000 and any integral multiple thereof. The Series 2022 Bonds will bear interest at the fixed rates set forth in the inside cover page hereof, 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 November 1, 2022. The Series 2022 Bonds, when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York. Purchases of beneficial interests in the Series 2022 Bonds will be made in book-entry-only form and purchasers of beneficial interests in the Series 2022 Bonds will not receive physical bond certificates. For so long as the book-entry only system is maintained, the principal of and interest on the Series 2022 Bonds will be paid from the sources provided by the Indenture (as defined herein) by U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), to Cede & Co., as nominee of DTC, as the registered owner thereof. Disbursement of such payments to the DTC Participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of the DTC Participants and Indirect Participants, as more fully described herein. Any purchaser, as a beneficial owner of an Series 2022 Bond, must maintain an account with a broker or dealer who is, or acts through, a DTC Participant in order to receive payment of the principal of, premium, if any, and interest on such Series 2022 Bond. See "DESCRIPTION OF THE SERIES 2022 BONDS – Book-Entry Only System" herein.

The Series 2022 Bonds are being issued for the purposes of: (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Series 2022 Project (as defined herein), (ii) funding a deposit to the Series 2022 Reserve Account in the amount of the Series 2022 Reserve Requirement (each as defined herein), (iii) paying a portion of the interest coming due on the Series 2022 Bonds and (iv) paying the costs of issuance of the Series 2022 Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The District is a local unit of special-purpose government of the State of Florida (the "State"), created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance No. 2022-31 enacted by the Board of County Commissioners of Polk County, Florida (the "County") on May 3, 2022 (the "Ordinance"). The Series 2022 Bonds are being issued pursuant to the Act, Resolution No. 2022-26 and Resolution No. 2022-[40] adopted by the Board of Supervisors (the "Board") of the District on January 18, 2022 and [August 11], 2022 (collectively, the "Resolution"), and a Master Trust Indenture dated as of [August 1], 2022 (the "Master Indenture"), as supplemented by a First Supplemental Trust Indenture, dated as of [August 1], 2022 (the "First Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and the Trustee. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture. See "APPENDIX B: PROPOSED FORMS OF MASTER INDENTURE AND FIRST SUPPLEMENTAL INDENTURE" hereto.

The Series 2022 Bonds are payable from and secured solely by the Series 2022 Pledged Revenues. The Series 2022 Pledged Revenues for the Series 2022 Bonds consist of (a) all revenues received by the District from the Series 2022 Special Assessments levied and collected on the assessable lands within the Series 2022 Assessment Area (as such terms are defined herein), benefitted by the Series 2022 Project, including without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2022 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2022 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture, created and established with respect to or for the benefit of the Series 2022 Bonds; provided, however, that the Series 2022 Pledged Revenues shall not include (A) any moneys transferred to the Series 2022 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2022 Costs of Issuance Account of the Acquisition and Construction Fund and (C) "special assessments" levied and collected by the District under Section 190.022, of the Act, for maintenance purposes or "maintenance assessments" levied and collected by the District under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses of (A), (B) and (C) of this proviso). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2022 BONDS" herein.

The Series 2022 Bonds are subject to optional redemption, mandatory sinking fund redemption and extraordinary mandatory redemption at the times, in the amounts, and at the redemption prices more fully described herein under the caption "DESCRIPTION OF THE SERIES 2022 BONDS – Redemption Provisions" herein.

THE SERIES 2022 BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM THE SERIES 2022 PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE, AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE COUNTY, THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2022 BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION SERIES 2022 SPECIAL ASSESSMENTS TO SECURE AND PAY THE SERIES 2022 BONDS. THE SERIES 2022 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

The Series 2022 Bonds involve a degree of risk (see "BONDOWNERS' RISKS" herein) and are not suitable for all investors (see "SUITABILITY FOR INVESTMENT" herein). Pursuant to Florida law, the Underwriter (as defined herein) 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 transfer in any secondary market for the Series 2022 Bonds. The Series 2022 Bonds are not credit enhanced or rated and no application has been made for a rating with respect to the Series 2022 Bonds.

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

MATURITY SCHEDULE

\$ _____	– _____	% Term Bond due _____	1, 20____	, Yield _____	%, Price _____	CUSIP # _____	**
\$ _____	– _____	% Term Bond due _____	1, 20____	, Yield _____	%, Price _____	CUSIP # _____	**
\$ _____	– _____	% Term Bond due _____	1, 20____	, Yield _____	%, Price _____	CUSIP # _____	**
\$ _____	– _____	% Term Bond due _____	1, 20____	, Yield _____	%, Price _____	CUSIP # _____	**

The Series 2022 Bonds are offered for delivery when, as and if issued by the District and accepted by the Underwriter, subject to the receipt of the opinion of Greenberg Traurig, P.A., Miami, Florida, Bond Counsel, as to the validity of the Series 2022 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the Underwriter by its counsel, GrayRobinson, P.A., Tampa, Florida, for the District by its counsel, KE Law Group, PLLC, Tallahassee, Florida, and for the Developer (as defined herein) by its counsel, Johnson Pope Bokor Ruppel & Burns, LLP, Tampa, Florida. It is expected that the Series 2022 Bonds will be delivered in book-entry form through the facilities of DTC on or about _____, 2022.

FMSbonds, Inc.

Dated: _____, 2022

* Preliminary, subject to change.

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

YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS

Milton Andrade, Chair*
Brian Walsh, Vice Chair*
Joel Adams, Assistant Secretary*
Jeffrey Shenefield, Assistant Secretary*
Garret Parkinson, Assistant Secretary*

* Affiliated with the Developer or its affiliates

DISTRICT MANAGER AND METHODOLOGY CONSULTANT

Governmental Management Services – Central Florida, LLC
Orlando, Florida

DISTRICT ENGINEER

Kimley-Horn and Associates, Inc.
Lakeland, Florida

DISTRICT COUNSEL

KE Law Group, PLLC
Tallahassee, Florida

BOND COUNSEL

Greenberg Traurig, P.A.
Miami, Florida

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE DISTRICT TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DISTRICT. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY OF THE SERIES 2022 BONDS AND THERE SHALL BE NO OFFER, SOLICITATION, OR SALE OF THE SERIES 2022 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE DEVELOPER (AS HEREINAFTER DEFINED), THE DISTRICT, PUBLIC DOCUMENTS, RECORDS AND OTHER SOURCES, WHICH SOURCES ARE BELIEVED TO BE RELIABLE BUT WHICH INFORMATION IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF, THE UNDERWRITER NAMED ON THE COVER PAGE OF THIS LIMITED OFFERING MEMORANDUM. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN CONTAINED ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE DISTRICT OR THE DEVELOPER OR IN THE STATUS OF THE DEVELOPMENT OR THE SERIES 2022 PROJECT (AS SUCH TERMS ARE HEREINAFTER DEFINED) SINCE THE DATE HEREOF.

THE SERIES 2022 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON CERTAIN EXEMPTIONS SET FORTH IN SUCH ACTS. THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE SERIES 2022 BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF ANY JURISDICTIONS WHEREIN THESE SECURITIES HAVE BEEN OR WILL BE REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THE DISTRICT, THE COUNTY, THE STATE, NOR ANY OTHER POLITICAL SUBDIVISIONS THEREOF HAVE GUARANTEED OR PASSED UPON THE MERITS OF THE SERIES 2022 BONDS, UPON THE PROBABILITY OF ANY EARNINGS THEREON OR UPON THE ACCURACY OR ADEQUACY OF THIS LIMITED OFFERING MEMORANDUM.

"FORWARD-LOOKING STATEMENTS" ARE USED IN THIS DOCUMENT BY USING FORWARD LOOKING WORDS SUCH AS "MAY," "WILL," "SHOULD," "INTENDS," "EXPECTS," "BELIEVES," "ANTICIPATES," "ESTIMATES," OR OTHERS. THE READER IS CAUTIONED THAT FORWARD-LOOKING STATEMENTS ARE SUBJECT TO A VARIETY OF UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER FROM THE PROJECTED RESULTS. THOSE RISKS AND UNCERTAINTIES INCLUDE GENERAL ECONOMIC AND BUSINESS CONDITIONS, CONDITIONS IN THE FINANCIAL MARKETS AND REAL ESTATE MARKET, THE DISTRICT'S COLLECTION OF ASSESSMENTS, AND VARIOUS OTHER FACTORS WHICH MAY BE BEYOND THE DISTRICT'S AND THE DEVELOPER 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 THEIR EXPECTATIONS CHANGE 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 ONLY 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 SUCH WEBSITE.

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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APPENDIX E	PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT

LIMITED OFFERING MEMORANDUM

YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT (POLK COUNTY, FLORIDA)

\$[5,925,000]* SPECIAL ASSESSMENT BONDS, SERIES 2022 (SERIES 2022 PROJECT)

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page, inside cover and appendices hereto, is to provide certain information in connection with the issuance and sale by Yarborough Lane Community Development District (the "District" or the "Issuer") of its \$[5,925,000]* aggregate principal amount of Special Assessment Bonds, Series 2022 (Series 2022 Project) (the "Series 2022 Bonds").

PROSPECTIVE INVESTORS SHOULD BE AWARE OF CERTAIN RISK FACTORS, ANY OF WHICH, IF MATERIALIZED TO A SUFFICIENT DEGREE, COULD DELAY OR PREVENT PAYMENT OF PRINCIPAL OF AND/OR INTEREST ON THE SERIES 2022 BONDS. THE SERIES 2022 BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. PURSUANT TO APPLICABLE STATE LAW, THE UNDERWRITER IS LIMITING THIS INITIAL OFFERING OF THE SERIES 2022 BONDS TO ONLY ACCREDITED INVESTORS WITHIN THE MEANING OF 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 TRANSFER IN ANY SECONDARY MARKET FOR THE SERIES 2022 BONDS. See "SUITABILITY FOR INVESTMENT" and "BONDOWNERS' RISKS" herein.

The District is a local unit of special-purpose government of the State of Florida (the "State"), created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance No. 2022-31 duly enacted by the Board of County Commissioners of Polk County, Florida (the "County") on May 3, 2022 (the "Ordinance"). The District was created for the purpose of delivering certain community development services and facilities for the benefit of District Lands (as hereinafter defined) and has previously determined to undertake, in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of 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 encompasses approximately 157 gross acres of land (the "District Lands"), located within the County. The Development is located in close proximity to US Highway 98, which provides convenient access to Interstate 4, approximately 11 miles to the north of the Development. For more complete information about the District, its Board of Supervisors and the District Manager, see "THE DISTRICT" herein.

* Preliminary, subject to change.

The District Lands are being developed as a residential community known as "Touchstone" (collectively, the "Development"). At buildout, the Development is planned to contain 558 single-family residential units. See "THE DEVELOPMENT" herein for more information.

Land development associated with the District Lands is scheduled to occur in phases. Phase One of the Development is planned to contain 281 residential units ("Phase One"), and Phase Two of the Development is planned to contain 277 residential units ("Phase Two"). The Series 2022 Bonds will finance a portion of the Capital Improvement Plan associated with Phase One (the "Series 2022 Project"). The "Series 2022 Assessment Area" shall mean the approximately [] acres of land within the District currently planned for 281 single-family lots, recreation and amenity areas, and associated infrastructure. The Series 2022 Bonds will be secured by the Series 2022 Special Assessments, which will initially be levied on all of the approximately 157 gross acres within the District. As lots are platted, the Series 2022 Special Assessments will be assigned to the first 281 lots to plat within the District, which lots are expected to correspond to Phase One of the Development. See "THE CAPITAL IMPROVEMENT PLAN AND THE SERIES 2022 PROJECT" herein for more information. See "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS" herein and "APPENDIX D: ASSESSMENT METHODOLOGY" hereto for more information regarding the Series 2022 Special Assessments.

It is anticipated that the District will issue one or more additional series of bonds to finance the remaining public infrastructure improvements for the District. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2022 BONDS – Additional Bonds" herein for more information.

Clayton Properties Group, Inc., a Tennessee corporation doing business as Highland Homes and a wholly owned subsidiary of Berkshire Hathaway (the "Developer"), is the developer and homebuilder for the Development. See "THE DEVELOPER" herein for more information.

The Series 2022 Bonds are being issued pursuant to the Act, Resolution No. 2022-26 and Resolution No. 2022-[40] adopted by the Board of Supervisors (the "Board") of the District on January 18, 2022 and [August 11], 2022 (collectively, the "Resolution"), and a Master Trust Indenture dated as of [August 1], 2022 (the "Master Indenture"), as supplemented by a First Supplemental Trust Indenture, dated as [August 1], 2022 (the "First 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"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture. See "APPENDIX B: PROPOSED FORMS OF MASTER INDENTURE AND FIRST SUPPLEMENTAL INDENTURE" hereto.

The Series 2022 Bonds are being issued for the purposes of: (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Series 2022 Project, (ii) funding a deposit to the Series 2022 Reserve Account in the amount of the Series 2022 Reserve Requirement (each as defined herein), (iii) paying a portion of the interest coming due on the Series 2022 Bonds and (iv) paying the costs of issuance of the Series 2022 Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Series 2022 Bonds are payable from and secured solely by the Series 2022 Pledged Revenues. The Series 2022 Pledged Revenues for the Series 2022 Bonds consist of (a) all revenues received by the District from the Series 2022 Special Assessments levied and collected on the assessable lands within the Series 2022 Assessment Area, benefitted by the Series 2022 Project, including without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2022 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2022 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture, created and established with respect to or for the benefit of the Series 2022 Bonds; provided, however, that

the Series 2022 Pledged Revenues shall not include (A) any moneys transferred to the Series 2022 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2022 Costs of Issuance Account of the Acquisition and Construction Fund and (C) "special assessments" levied and collected by the District under Section 190.022 of the Act, for maintenance purposes or "maintenance assessments" levied and collected by the District under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses of (A), (B) and (C) of this proviso). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2022 BONDS" herein.

Set forth herein are brief descriptions of the District, the Capital Improvement Plan, the Series 2022 Project, the Developer and the Development, together with summaries of terms of Series 2022 Bonds, the Indenture, and certain provisions of the Act. All references herein to the Indenture and the Act are qualified in their entirety by reference to such documents and the Act and all references to the Series 2022 Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indenture. Proposed forms of the Master Indenture and the First Supplemental Indenture appear as APPENDIX B attached hereto.

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

DESCRIPTION OF THE SERIES 2022 BONDS

General Description

The Series 2022 Bonds will be dated the date, will bear interest at the rates per annum (computed on the basis of a 360-day year consisting of twelve 30-day months) and, subject to the redemption provisions set forth below, will mature on the dates and in the amounts set forth on the inside cover pages of this Limited Offering Memorandum. Interest on the Series 2022 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2022 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to November 1, 2022, in which case from the date of initial delivery or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date. U.S. Bank Trust Company, National Association is the initial Trustee, Paying Agent and Registrar for the Series 2022 Bonds.

The Series 2022 Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$5,000 and any integral multiple thereof provided, except as otherwise provided in the Indenture. The Series 2022 Bonds will initially be offered only to "accredited investors" within the meaning of Chapter 517, Florida Statutes, as amended, and the rules of the Florida Department of Financial Services promulgated thereunder; provided, however, the limitation of the initial offering to accredited investors does not denote restrictions on transfer in any secondary market for the Series 2022 Bonds. See "SUITABILITY FOR INVESTMENT" herein.

Upon initial issuance, the Series 2022 Bonds shall be issued as one fully registered bond for each maturity of Series 2022 Bonds and deposited with The Depository Trust Company ("DTC"), New York, New York, which is responsible for establishing and maintaining records of ownership for its participants. As long as the Series 2022 Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes of the Indenture. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants ("DTC Participants") and other

institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly ("Indirect Participants"). The DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2022 Bonds ("Beneficial Owners"). Principal and interest on the Series 2022 Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC. Disbursal of such amounts to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Trustee or the District. During the period for which Cede & Co. is registered owner of the Series 2022 Bonds, any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall be responsible for notices to DTC Participants and DTC Participants shall be responsible for notices to Indirect Participants, and DTC Participants and Indirect Participants shall be responsible for notices to Beneficial Owners. In the event DTC, any successor of DTC or the District, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system for the Series 2022 Bonds, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor, and after such time the Series 2022 Bonds may be exchanged for an equal aggregate principal amount of such Series 2022 Bonds in other Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee. See "– Book-Entry Only System" herein.

Redemption Provisions

Optional Redemption

The Series 2022 Bonds maturing after May 1, 20__ may, at the option of the District be called for redemption prior to maturity as a whole or in part, at any time, on or after May 1, 20__ (less than all Series 2022 Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2022 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date through which interest has been paid to the redemption date from moneys on deposit in the Series 2022 Optional Redemption Subaccount of the Series 2022 Bond Redemption Account. If such optional redemption shall be in part, the District shall select such principal amount of Series 2022 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2022 Bonds is substantially level.

Mandatory Sinking Fund Redemption

The Series 2022 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

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

\$

*

*Maturity

The Series 2022 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on May 1 in the years and in the

mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
	\$

*

*Maturity

The Series 2022 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
	\$

*

*Maturity

The Series 2022 Bonds maturing on May 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
	\$

*

*Maturity

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

Extraordinary Mandatory Redemption

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

(i) from Series 2022 Prepayment Principal deposited into the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account following the payment in whole or in part of Series 2022 Special Assessments on any assessable property within the District in accordance with the provisions of the First Supplemental Indenture, together with any excess moneys transferred by the Trustee from the Series 2022 Reserve Account to the Series 2022 Prepayment Subaccount as a result of such Prepayment and pursuant the First Supplemental Indenture. If such redemption shall be in part, the District shall select such principal amount of Series 2022 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2022 Bonds is substantially level;

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

(iii) upon the Completion Date, from any funds remaining on deposit in the Series 2022 Acquisition and Construction Account in accordance with the provisions of the First Supplemental Indenture, not otherwise reserved to complete the Series 2022 Project and transferred to the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account, together with moneys deposited therein in accordance with the provisions of the First Supplemental Indenture, as a result of the reduction of the Series 2022 Reserve Requirement. If such redemption shall be in part, the District shall select such principal amount of Series 2022 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2022 Bonds is substantially level.

Notice of Redemption

When required to redeem or purchase Series 2022 Bonds under any provision of the Indenture or directed to do so by the District, the Trustee shall cause notice of the redemption, either in whole or in part, to be mailed at least thirty (30) but not more than sixty (60) days prior to the redemption or purchase date to all Owners of Series 2022 Bonds to be redeemed or purchased (as such Owners appear on the Bond Register on the fifth (5th) day prior to such mailing), at their registered addresses, but failure to mail any such notice or defect in the notice or in the mailing thereof shall not affect the validity of the redemption or purchase of the Series 2022 Bonds for which notice was duly mailed in accordance with the Indenture. If, at the time of mailing of notice of an optional redemption, the District shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem or purchase all of the Series 2022 Bonds called for redemption, such notice shall expressly state that the redemption is conditional and is subject to the deposit of the redemption moneys with the Trustee or Paying Agent, as the case may be, not later than the opening of business on the redemption date or purchase date, and such notice shall be of no effect unless such moneys are so deposited.

Book-Entry Only System

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Series 2022 Bonds. The Series 2022 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2022 Bond certificate will be issued for each maturity of the Series 2022 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2022 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2022 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2022 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2022 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2022 Bonds, except in the event that use of the book-entry system for the Series 2022 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2022 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2022 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2022 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2022 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2022 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2022 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2022 Bond documents. For example, Beneficial Owners of Series 2022 Bonds may wish to ascertain that the nominee holding the Series 2022 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2022 Bonds within a series or maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such series or maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2022 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2022 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 2022 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and 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 or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Series 2022 Bonds purchased or tendered, through its Participant, to the Trustee, and shall effect delivery of such Series 2022 Bonds by causing the Direct Participant to transfer the Participant's interest in the Series 2022 Bonds, on DTC's records, to the Trustee. The requirement for physical delivery of Series 2022 Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Series 2022 Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Series 2022 Bonds to the Trustee's DTC account.

DTC may discontinue providing its services as depository with respect to the Series 2022 Bonds at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2022 Bond certificates are required to be printed and delivered.

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

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

SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2022 BONDS

General

THE SERIES 2022 BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM THE SERIES 2022 PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE, AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2022 BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION SERIES 2022 SPECIAL ASSESSMENTS TO SECURE AND PAY THE SERIES 2022 BONDS. THE SERIES 2022 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

The Series 2022 Bonds are payable from and secured solely by the Series 2022 Pledged Revenues. The Series 2022 Pledged Revenues for the Series 2022 Bonds consist of (a) all revenues received by the District from the Series 2022 Special Assessments (as defined herein) levied and collected on the assessable lands within the Series 2022 Assessment Area, benefitted by the Series 2022 Project, including without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2022 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2022 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture, created and established with respect to or for the benefit of the Series 2022 Bonds; provided, however, that the Series 2022 Pledged Revenues shall not include (A) any moneys transferred to the Series 2022 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2022 Costs of Issuance Account of the Acquisition and Construction Fund and (C) "special assessments" levied and collected by the District under Section 190.022 of the Act, for maintenance purposes or "maintenance assessments" levied and collected by the District under Section 190.021(3), of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses of (A), (B) and (C) of this proviso).

The "Series 2022 Special Assessments" consist of the non-ad valorem special assessments imposed and levied by the District against the assessable lands within the District specially benefitted by the Series 2022 Project, or any portions thereof, pursuant to Section 190.022 of the Act, Chapters 170 and 197, Florida Statutes, and the Assessment Resolutions (as defined in the Indenture) and assessment proceedings conducted by the District (together with the Assessment Resolutions, the "Assessment Proceedings"). Non-ad valorem assessments are not based on millage and are not taxes, but constitute a lien against the land as to which the Series 2022 Special Assessments are imposed, including homestead property as permitted in Section 4, Article X of the Florida State Constitution. The Series 2022 Special Assessments will constitute a lien against the land as to which the Series 2022 Special Assessments are imposed. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein. The Series 2022 Special Assessments will initially be levied on all of the approximately 157 gross acres of land within the District.

The Series 2022 Special Assessments are levied in an amount corresponding to the debt service on the Series 2022 Bonds on the basis of benefit received by the assessable lands within the District as a result of the Series 2022 Project. The Assessment Methodology (as hereinafter defined), which describes the methodology for allocating the Series 2022 Special Assessments to the assessable lands within the District, is included as APPENDIX D attached hereto.

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

Prepayment of Series 2022 Special Assessments

[The Assessment Proceedings provide that an owner of property subject to the Series 2022 Special Assessments may prepay the entire remaining balance of such Series 2022 Special Assessments at any time, or a portion of the remaining balance of such Series 2022 Special Assessment one time, if there is also paid, in addition to the prepaid principal balance of the Series 2022 Special Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date for the Series 2022 Bonds or, if prepaid during the forty-five (45) day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of the Series 2022 Special Assessments does not entitle the property owner to any discounts for early payment.

Pursuant to the Act and the Assessment Proceedings, an owner of property subject to the levy of Series 2022 Special Assessments may pay the entire balance of the Series 2022 Special Assessments remaining due, without interest, within thirty (30) days after the Series 2022 Project has been completed, and the Board has adopted a resolution accepting the Series 2022 Project pursuant to Chapter 170.09, Florida Statutes. The Developer, as the sole owner of the assessable property within the District, will waive this right on behalf of itself and its successors and assigns in connection with the issuance of the Series 2022 Bonds. See "BONDOWNERS' RISKS – Prepayment and Redemption Risk" herein.]

The Series 2022 Bonds are subject to extraordinary mandatory redemption as indicated under "DESCRIPTION OF THE SERIES 2022 BONDS – Redemption Provisions – Extraordinary Mandatory Redemption" from optional and required prepayments of Series 2022 Special Assessments by property owners.

Additional Bonds

Under the Indenture, the District will covenant not to issue any other Bonds or other debt obligations secured by the Series 2022 Special Assessments. In addition, the District will covenant not to issue any other Bonds or debt obligations for capital projects, secured by Special Assessments on the assessable lands within the District that are subject to the Series 2022 Special Assessments, until the Series 2022 Special Assessments are Substantially Absorbed. "Substantially Absorbed" means the date at least 75% of the principal portion of the Series 2022 Special Assessments has been assigned to residential units

within the Series 2022 Assessment Area that have received certificates of occupancy. The District shall present the Trustee with a certification that the Series 2022 Special Assessments are Substantially Absorbed, and the Trustee may rely conclusively upon such certification and shall have no duty to verify if the Series 2022 Special Assessments are Substantially Absorbed. In the absence of such written certification, the Trustee is entitled to assume that the Series 2022 Special Assessments have not been Substantially Absorbed. Such covenant shall not prohibit the District from issuing refunding Bonds or any Bonds or other obligations secured by Special Assessments levied on District Lands outside of the Series 2022 Assessment Area, or to finance any other capital project that is necessary to remediate any natural disaster, catastrophic damage or failure with respect to the Series 2022 Project.

The District and/or other public entities may impose taxes or other special assessments on the same properties encumbered by the Series 2022 Special Assessments without the consent of the Owners of the Series 2022 Bonds. The District expects to impose certain non-ad valorem special assessments called maintenance assessments, which are of equal dignity with the Series 2022 Special Assessments on the same lands upon which the Series 2022 Special Assessments are imposed, to fund the maintenance and operation of the District. See "THE DEVELOPMENT – Taxes, Fees and Assessments" and "BONDOWNERS' RISKS" herein for more information.

Covenant Against Sale or Encumbrance

In the Master Indenture, the District will covenant that (a) except for those improvements comprising the Projects that are to be conveyed by the District to the County, the State Department of Transportation or another governmental entity, as to which no assessments of the District will be imposed and (b) except as otherwise permitted in the Master Indenture, it will not sell, lease or otherwise dispose of or encumber any Projects or any part thereof. See "APPENDIX B: PROPOSED FORMS OF MASTER INDENTURE AND FIRST SUPPLEMENTAL INDENTURE" herein.

Acquisition and Construction Account

The Indenture establishes a separate account within the Acquisition and Construction Fund designated as the "Series 2022 Acquisition and Construction Account." Net proceeds of the Series 2022 Bonds shall initially be deposited into the Series 2022 Acquisition and Construction Account in the amount set forth in the First Supplemental Indenture, together with any moneys subsequently transferred or deposited thereto, including moneys transferred from the Series 2022 Reserve Account after satisfaction of the Conditions for Reduction of Reserve Requirement (as defined herein) as certified in writing by the District Manager and upon which the Trustee may conclusively rely, and such moneys shall be applied as set forth in the Indenture, the Acquisition Agreement and the Engineer's Report. Funds on deposit in the Series 2022 Acquisition and Construction Account shall only be requested by the District to be applied to the Costs of the Series 2022 Project, subject to the First Supplemental Indenture. Upon satisfaction of the Conditions for Reduction of Reserve Requirement, the amount on deposit in the Series 2022 Reserve Account in excess of the Series 2022 Reserve Requirement, as applicable and as calculated by the District shall then be transferred by the Trustee to the Series 2022 Acquisition and Construction Account, as directed in writing to the Trustee by the District Manager, upon consultation with the Consulting Engineer, and applied as provided in the First Supplemental Indenture.

The Trustee shall make no such transfers from the Series 2022 Acquisition and Construction Account to the Series 2022 General Redemption Subaccount if an Event of Default exists with respect to the Series 2022 Bonds of which the Trustee has actual knowledge as described in Section 11.06 of the Master Indenture. Except as provided in the First Supplemental Indenture, only upon presentment to the Trustee of a properly signed requisition in substantially the form attached as an exhibit to the First Supplemental Indenture, shall the Trustee withdraw moneys from the Series 2022 Acquisition and

Construction Account or subaccounts therein. After no funds remain in the Series 2022 Acquisition and Construction Account, such Account shall be closed.

Notwithstanding the foregoing, the Series 2022 Acquisition and Construction Account shall not be closed until after the Conditions for Reduction of Reserve Requirement shall have occurred and the excess funds from the Series 2022 Reserve Account shall have been transferred to the Series 2022 Acquisition and Construction Account, as directed in writing to the Trustee by the District Manager, and applied in accordance with the First Supplemental Indenture. The Trustee shall not be responsible for determining the amount in the Series 2022 Acquisition and Construction Account allocable to the respective components of the Series 2022 Project or any transfers made to such Accounts in accordance with direction from the District Manager.

The Trustee shall make no such transfers from the Series 2022 Acquisition and Construction Account to the Series 2022 General Redemption Subaccount if an Event of Default exists with respect to the Series 2022 Bonds of which the Trustee has actual knowledge as described in the Master Indenture. Except as provided in the First Supplemental Indenture hereof, only upon presentment to the Trustee of a properly signed requisition in substantially the form attached as an exhibit to the First Supplemental Indenture, shall the Trustee withdraw moneys from the Series 2022 Acquisition and Construction Account or subaccounts therein. After no funds remain in the Series 2022 Acquisition and Construction Account, such Account shall be closed.

Series 2022 Reserve Account

The Indenture establishes a Series 2022 Reserve Account within the Reserve Fund solely for the benefit of the Series 2022 Bonds. Net proceeds of the Series 2022 Bonds shall be deposited into the Series 2022 Reserve Account in the amount of the Series 2022 Reserve Requirement, and such moneys, together with any other moneys deposited into the Series 2022 Reserve Account shall be applied for the purposes provided in the Indenture.

"Series 2022 Reserve Requirement" or "Reserve Requirement" shall be (i) initially, an amount equal to fifty percent (50%) of the maximum annual debt service on the Series 2022 Bonds as calculated from time to time; and (ii) upon the occurrence of the Conditions for Reduction of Reserve Requirement (as defined below), ten percent (10%) of the maximum annual debt service on the Series 2022 Bonds as calculated from time to time. Upon satisfaction of the Conditions for Reduction of Reserve Requirement, such excess amount shall be released from the Series 2022 Reserve Account and transferred to the Series 2022 Acquisition and Construction Account in accordance with the provisions of the First Supplemental Indenture. For the purpose of calculating the Series 2022 Reserve Requirement, fifty percent (50%) of maximum annual debt service or ten percent (10%) of maximum annual debt service, as the case may be, shall be recalculated in connection with the extraordinary mandatory redemption described in the First Supplemental Indenture (but not upon the optional or mandatory sinking fund redemption thereof) and such excess amount shall be released from the Series 2022 Reserve Account and, other than as provided in the immediately preceding sentence, transferred to the Series 2022 General Redemption Subaccount or the Series 2022 Prepayment Subaccount, as applicable, in accordance with the provisions of the First Supplemental Indenture. Amounts on deposit in the Series 2022 Reserve Account may, upon final maturity or redemption of all Outstanding Series 2022 Bonds be used to pay principal of and interest on the Series 2022 Bonds at that time. Initially, the Series 2022 Reserve Requirement shall be equal to \$_____.

"Conditions for Reduction of Reserve Requirement" shall mean collectively (i) all homes within the Series 2022 Assessment Area have been built, sold and closed with end-users, (ii) all of the principal portion of the Series 2022 Special Assessments has been assigned to such homes, and (iii) no Events of

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

Notwithstanding any provisions in the Master Indenture to the contrary, the District shall covenant not to substitute the cash and Investment Securities on deposit in the Series 2022 Reserve Account with a Debt Service Reserve Insurance Policy or a Debt Service Reserve Letter of Credit. Except as provided in the next paragraph, all investment earnings on moneys in the Series 2022 Reserve Account shall remain on deposit therein.

On each March 15 and September 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2022 Reserve Account and transfer any excess therein above the Series 2022 Reserve Requirement resulting from investment earnings to the Series 2022 Revenue Account in accordance with the Indenture.

Subject to the provisions of the First Supplemental Indenture, on any date the District receives notice from the District Manager that a landowner wishes to prepay its Series 2022 Special Assessments relating to the benefited property of such landowner, or as a result of a mandatory true-up payment, the District shall, or shall cause the District Manager on behalf of the District, to calculate the principal amount of such Prepayment, taking into account a credit against the amount of the Series 2022 Prepayment Principal due by the amount of money in the Series 2022 Reserve Account that will exceed the Series 2022 Reserve Requirement for the Series 2022 Bonds, taking into account the proposed Prepayment. Such excess shall be transferred to the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account, as a result of such Prepayment. The District Manager, on behalf of the District, shall make such calculation within ten (10) Business Days after such Prepayment and shall instruct the Trustee in writing to transfer such amount of credit given to the respective landowner from the Series 2022 Reserve Account to the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account to be used for the extraordinary mandatory redemption of the Series 2022 Bonds in accordance with the Indenture. The Trustee is authorized to make such transfers and has no duty to verify such calculations.

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

In addition, and together with the moneys transferred from the Series 2022 Reserve Account pursuant to this paragraph, if the amount on deposit in the Series 2022 General Redemption Subaccount is not sufficient to redeem a principal amount of the Series 2022 Bonds in an Authorized Denomination, the Trustee is authorized to withdraw amounts from the Series 2022 Revenue Account to round up the amount in the Series 2022 General Redemption Subaccount to the nearest Authorized Denomination. Notwithstanding the foregoing, no transfers from the Series 2022 Revenue Account shall be made to pay interest on and/or principal of the Series 2022 Bonds for the redemption pursuant to the First Supplemental Indenture if as a result the deposits required under the First Supplemental Indenture cannot be made in full.

It shall be an event of default under the Indenture if at any time the amount in the Series 2022 Reserve Account is less than the Reserve Requirement therefor as a result of the Trustee withdrawing an amount therefrom to satisfy the Debt Service Requirement for the Series 2022 Bonds and such amount has not been restored within ninety (90) days of such withdrawal.

Deposit and Application of the Pledged Revenues

Pursuant to the Indenture, the Trustee shall establish a separate account with the Revenue Fund designated as the "Series 2022 Revenue Account." Series 2022 Special Assessments (except for Prepayments of Series 2022 Special Assessments which shall be identified as such by the District to the Trustee and deposited in the Series 2022 Prepayment Subaccount) shall be deposited by the Trustee into the Series 2022 Revenue Account and applied as set forth in the Indenture. The Trustee shall transfer from amounts on deposit in the Series 2022 Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each Interest Payment Date, commencing November 1, 2022, to the Series 2022 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2022 Bonds becoming due on the next succeeding Interest Payment Date, less any amount on deposit in the Series 2022 Interest Account not previously credited;

SECOND, no later than the Business Day next preceding each May 1, commencing May 1, 2023, to the Series 2022 Sinking Fund Account, an amount equal to the principal amount of Series 2022 Bonds subject to sinking fund redemption on such May 1, less any amount on deposit in the Series 2022 Sinking Fund Account not previously credited;

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

FOURTH, notwithstanding the foregoing, at any time the Series 2022 Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer to the Series 2022 Interest Account, the amount necessary to pay interest on the Series 2022 Bonds subject to redemption on such date; and

FIFTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be first deposited into the Series 2022 Costs of Issuance Account upon the written request of the District to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2022 Bonds and next, any balance in the Series 2022 Revenue Account shall remain on deposit in such Series 2022 Revenue Account, unless needed to be transferred to the Series 2022 Prepayment Subaccount for the purposes of rounding the principal amount of a Series 2022 Bond subject to extraordinary mandatory redemption pursuant to the First Supplemental Indenture to an Authorized Denomination, or unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the Series 2022 Rebate Fund, in which case, the District shall direct the Trustee to make such deposit thereto.

In addition to a redemption of Series 2022 Bonds from Prepayments on deposit in the Series 2022 Prepayment Subaccount, the Trustee is further authorized, upon written direction from the District, to transfer from the Series 2022 Revenue Account to the Series 2022 General Redemption Subaccount sufficient funds to cause the redemption of the next closest Authorized Denomination of Series 2022 Bonds, as provided in the First Supplemental Indenture.

Investments

The Trustee shall, as directed by the District in writing, invest moneys held in the Series Accounts in the Debt Service Fund and any Series Account within the Bond Redemption Fund only in Investment Securities (as defined in the Master Indenture). The Trustee shall, as directed by the District in writing,

invest moneys held in the Series 2022 Reserve Account of the Debt Service Reserve Fund in Investment Securities. All deposits in time accounts shall be subject to withdrawal without penalty and all investments shall mature or be subject to redemption by the holder without penalty, not later than the date when the amounts will foreseeably be needed for purposes set forth in the Master Indenture. All securities securing investments under the Indenture shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee, as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than \$50,000,000. The interest and income received upon such investments and any interest paid by the Trustee or any other depository of any Fund or Account and any profit or loss resulting from the sale of securities shall be added or charged to the Fund or Account for which such investments are made; provided, however, that if the amount in any Fund or Account equals or exceeds the amount required to be on deposit therein, subject to the Indenture, any interest and other income so received shall be deposited in the applicable Series Account of the Revenue Fund. Upon written request of the District, or on its own initiative whenever payment is to be made out of any Fund or Account, the Trustee shall sell such securities as may be requested to make the payment and restore the proceeds to the respective Fund or Account in which the securities were held. The Trustee shall not be accountable for any depreciation in the value of any such security or for any loss resulting from the sale thereof. If net proceeds from the sale of securities held in any Fund or Account shall be less than the amount invested and, as a result, the amount on deposit in such Fund or Account is less than the amount required to be on deposit in such Fund or Account, the amount of such deficit shall be transferred to such Fund or Account from the related Series Account of the Revenue Fund. See "APPENDIX B: PROPOSED FORMS OF MASTER INDENTURE AND FIRST SUPPLEMENTAL INDENTURE" attached hereto.

Master Indenture Provisions Relating to Bankruptcy or Insolvency of a Landowner

For purposes of the following, (a) the Series 2022 Bonds secured by and payable from Special Assessments levied against property owned by any Insolvent Taxpayer (defined below) are collectively referred to herein as the "Affected Bonds" and (b) the Special Assessments levied against any Insolvent Taxpayer's property and pledged under a Supplemental Indenture as security for the Affected Bonds are collectively referred to herein as the "Affected Special Assessments." The Master Indenture contains the following provisions which, pursuant to the Indenture, shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to the Affected Special Assessments (herein, 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"). For as long as any Affected Bonds remain Outstanding, in any Proceeding involving the District, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments, the District shall be obligated to act in accordance with any direction from the Trustee with regard to all matters directly or indirectly affecting at least three percent (3%) of the Outstanding aggregate principal amount of the Affected Bonds or for as long as any Affected Bonds remain Outstanding, in any proceeding involving the District, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments or the Trustee. The District has agreed in the Master Indenture that it shall not be a defense to a breach of the foregoing covenant that it has acted upon advice of counsel in not complying with this covenant.

In the Master Indenture, the District will acknowledge and agree that, although the Affected Bonds were issued by the District, the Owners of the Affected 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 any Insolvent Taxpayer: (a) the District will agree in the Master Indenture that it shall follow the direction of the Trustee in 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 Affected Special Assessments, the Affected Bonds or any rights of the Trustee

under the Indenture; (b) the District has agreed in the Master Indenture 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 Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the Indenture that is inconsistent with any direction from the Trustee; (c) to the extent permitted by law, the Trustee shall have the right, but is not obligated to, (i) vote in any such Proceeding any and all claims of the District, or (ii) file any motion, pleading, plan or objection in any such Proceeding on behalf of the District, including without limitation, motions seeking relief from the automatic stay, dismissal of the Proceeding, valuation of the property belonging to the Insolvent Taxpayer, termination of exclusivity, and objections to disclosure statements, plans of liquidation or reorganization, and motions for use of cash collateral, seeking approval of sales or post-petition financing. If the Trustee chooses to exercise any such rights, the District shall be deemed to have appointed the Trustee as its agent and granted to the Trustee an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute any claims, to propose and prosecute a plan, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the Bankruptcy Code and (d) the District shall not challenge the validity or amount of any claim submitted in such Proceeding by the Trustee in good faith or any valuations of the lands owned by any Insolvent Taxpayer submitted by the Trustee in good faith in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee's enforcement of the District claim and rights with respect to the Affected Special Assessments or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District will agree in the Master Indenture that the Trustee shall have the right (i) to file a proof of claim with respect to the Affected Special Assessments, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim. See "BONDOWNERS' RISKS – Bankruptcy Risks" herein.

Events of Default and Remedies

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

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

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

(c) if the District, for any reason, fails in, or is rendered incapable of, fulfilling its obligations under the Indenture or under the Act, as determined by a Majority Holder of the Series 2022 Bonds; or

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

(e) if the District defaults in the due and punctual performance of any other covenant in the Indenture or in any Series 2022 Bond and such default continues for sixty (60) days after written notice

requiring the same to be remedied shall have been given to the District by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Majority Holder of the Outstanding Series 2022 Bonds; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the District shall commence such performance within such sixty (60) day period and shall diligently and continuously prosecute the same to completion; or

(f) if at any time the amount in the Debt Service Reserve Fund or any account therein is less than the Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the Debt Service Requirement on the Series 2022 Bonds and such amount has not been restored within ninety (90) days of such withdrawal; or

(g) if, at any time after eighteen months following issuance of the Series 2022 Bonds, more than twenty percent (20%) of the "maintenance special assessments" levied by the District on District lands upon which the Series 2022 Special Assessments are levied to secure the Series 2022 Bonds pursuant to Section 190.021(3), Florida Statutes, as amended, and collected directly by the District have become due and payable and have not been paid, when due.

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

No Series 2022 Bonds shall be subject to acceleration. Upon occurrence and continuance of an Event of Default with respect to the Series 2022 Bonds, no optional redemption or extraordinary mandatory redemption of Series 2022 Bonds pursuant to the Indenture shall occur unless all of the Series 2022 Bonds will be redeemed or if 100% of the Holders of the Series 2022 Bonds agree to such redemption.

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

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

(b) bring suit upon the Series 2022 Bonds;

(c) by action or suit in equity require the District to account as if it were the trustee of an express trust for the Holders of the Series 2022 Bonds;

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the Series 2022 Bonds; and

(e) by other proceeding in law or equity, exercise all rights and remedies provided for by any other document or instrument securing the Series 2022 Bonds.

If any proceeding taken by the Trustee on account of any Event of Default with respect to the Series 2022 Bonds is discontinued or is determined adversely to the Trustee, then the District, the Trustee, the Paying Agent and the Bondholders of the Series 2022 Bonds shall be restored to their former positions and rights under the Indenture as though no such proceeding had been taken.

Subject to the provisions of the Indenture, the Majority Holder of the Outstanding Series 2022 Bonds then subject to remedial proceedings under the Master Indenture shall have the right to direct the method and place of conducting all remedial proceedings by the Trustee under the Indenture, provided that such directions shall not be otherwise than in accordance with law or the provisions of the Indenture.

ENFORCEMENT OF ASSESSMENT COLLECTIONS

General

The primary source of payment for the Series 2022 Bonds is the collection of Series 2022 Special Assessments imposed on certain assessable lands in the District specially benefited by the Series 2022 Project pursuant to the Assessment Proceedings. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein and "APPENDIX D: ASSESSMENT METHODOLOGY."

The imposition, levy, and collection of Series 2022 Special Assessments must be done in compliance with the provisions of Florida law. Failure by the District, the Polk County Tax Collector ("Tax Collector") or the Polk County Property Appraiser ("Property Appraiser") to comply with such requirements could result in delay in the collection of, or the complete inability to collect, Series 2022 Special Assessments during any year. Such delays in the collection of Series 2022 Special Assessments, or complete inability to collect the Series 2022 Special Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2022 Bonds. See "BONDOWNERS' RISKS." To the extent that landowners fail to pay the Series 2022 Special Assessments, delay payments, or are unable to pay the same, the successful pursuance of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2022 Bonds.

For the Series 2022 Special Assessments to be valid, the Series 2022 Special Assessments must meet two requirements: (1) the benefit from the Series 2022 Project to the lands subject to the Series 2022 Special Assessments must exceed or equal the amount of the Series 2022 Special Assessments, and (2) the Series 2022 Special Assessments must be fairly and reasonably allocated across all such benefitted properties. The Certificate of the Methodology Consultant will certify that these requirements have been met with respect to the Series 2022 Special Assessments.

Pursuant to the Act and the Assessment Proceedings, the District may collect the Series 2022 Special Assessments through a variety of methods. Initially, and for undeveloped properties owned by the Developer, the District will directly issue annual bills to landowners requiring payment of the Series 2022 Special Assessments and will enforce that bill through foreclosure proceedings. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" and "APPENDIX D: ASSESSMENT METHODOLOGY." As lands are developed and platted, the Series 2022 Special Assessments will be added to the County tax roll and collected pursuant to the Uniform Method. The following is a description of certain statutory provisions relating to each of these collection methods. Such description is not intended to be exhaustive and is qualified in its entirety by reference to such statutes.

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 2022 Special Assessments. In this context, Section 170.10 of the Florida Statutes provides that upon the failure of any property owner to timely pay all or any part of the annual installment of principal and/or interest of a special assessment due, including the Series 2022 Special Assessments, the whole assessment, with the interest and penalties thereon, shall immediately become due and payable and subject to foreclosure. Generally stated, the governing body of the entity levying the special

assessment, in this case the District, may foreclose by commencing a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or, alternatively, by commencing an action under Chapter 173, Florida Statutes, which relates to foreclosure of municipal tax and special assessment liens. Such proceedings are in rem, meaning that the action would be brought against the land, and not against the landowner. In light of the one year tolling period required before the District may commence a foreclosure action under Chapter 173, Florida Statutes, it is likely the District would commence an action to foreclose in the same manner as the foreclosure of a real estate mortgage rather than proceeding under Chapter 173, Florida Statutes.

Enforcement of the obligation to pay Series 2022 Special Assessments and the ability to foreclose the lien of such Series 2022 Special Assessments upon the failure to pay such Series 2022 Special Assessments may not be readily available or may be limited because enforcement is dependent upon judicial action which is often subject to discretion and delay. Additionally, there is no guarantee that there will be demand for any foreclosed lands sufficient to repay the Series 2022 Special 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 2022 Special Assessments using the Uniform Method. The Uniform Method of collection is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the Series 2022 Special Assessments to be levied and then collected in this manner.

If the Uniform Method of collection is used, the Series 2022 Special Assessments will be collected together with the 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 2022 Special Assessments – are to be billed, and landowners in the District are required to pay, all Taxes and Assessments without preference in payment of any particular increment of the tax bill, such as the increment owing for the Series 2022 Special Assessments.

All Taxes and Assessments are payable at one time, except for partial payment schedules as may be provided by Florida law such as Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. Therefore, in the event the Series 2022 Special Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item, would cause the Series 2022 Special Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2022 Bonds.

Under the Uniform Method, if the Series 2022 Special Assessments are paid during November when due or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. All unpaid Taxes and Assessments become delinquent on April 1 of the year following assessment.

The Tax Collector is required to collect the 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 2022 Bonds (1) that the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Series 2022 Special Assessments, (2) that future landowners and taxpayers in the District will pay such Series 2022 Special Assessments, (3) that a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the District, and (4) that the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Assessment Proceedings to discharge the lien of the Series 2022 Special Assessments and all other liens that are coequal therewith.

Collection of delinquent Series 2022 Special Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the Series 2022 Special Assessments due. Prior to the sale of tax certificates, the landowner may bring current the delinquent Taxes and Assessments and cancel the tax certificate process by paying the total amount of delinquent Taxes and Assessments plus all applicable interest, costs and charges. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates by public bid to the person who pays the delinquent Taxes and Assessments owing, and any applicable interest, costs and charges, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than 18%).

If there are no bidders, the tax certificate is issued to the 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 2022 Special Assessments), interest, costs and charges on the real property described in the certificate.

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

For any holder other than the County, a tax certificate expires seven years after the date of issuance, if a tax deed has not been applied for, and no other administrative or legal proceeding, including a bankruptcy, has existed of record, the tax certificate is null and void. After an initial period ending two years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all other outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due (as well as any costs of resale, if applicable). If the

County holds a tax certificate on property valued at \$5,000 or more and has not succeeded in selling it, the County must apply for a tax deed two years after April 1 of the year of issuance of the certificate or as soon thereafter as is reasonable. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

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

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

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

There can be no guarantee that the Uniform Method will result in the payment of Series 2022 Special Assessments. For example, the demand for tax certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within the District may affect the demand for certificates and the successful collection of the Series 2022 Special Assessments, which are the primary source of payment of the Series 2022 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 "BONDHOLDERS' 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 sections of this Limited Offering Memorandum. Certain additional risks are associated with the Series 2022 Bonds offered hereby and are set forth below. Prospective investors in the Series 2022 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2022 Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment. This section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2022 Bonds, and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety for a more complete description of investment considerations relating to the Series 2022 Bonds.

Concentration of Land Ownership

As of the date hereof, the Developer owns all of the assessable lands within the District, which are the lands that will be subject to the Series 2022 Special Assessments securing the Series 2022 Bonds. Payment of the Series 2022 Special Assessments is primarily dependent upon their timely payment by the Developer and the other future landowners in the District. Non-payment of the Series 2022 Special Assessments by any of the landowners could have a substantial adverse impact upon the District's ability to pay debt service on the Series 2022 Bonds. See "THE DEVELOPER" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2022 BONDS" herein.

Bankruptcy and Related Risks

In the event of the institution of bankruptcy or similar proceedings with respect to the Developer or any other owner of benefited property, delays could occur in the payment of debt service on the Series 2022 Bonds, as such bankruptcy could negatively impact the ability of: (i) the Developer and any other landowner to pay the Series 2022 Special Assessments; (ii) the Tax Collector to sell tax certificates in relation to such property with respect to the Series 2022 Special Assessments being collected pursuant to the Uniform Method; and (iii) the District to foreclose the lien of the Series 2022 Special Assessments not being collected pursuant to the Uniform Method. In addition, the remedies available to the Owners of the Series 2022 Bonds under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by federal, state and local law and in the Indenture and the Series 2022 Bonds, including, without limitation, enforcement of the obligation to pay Series 2022 Special Assessments and the ability of the District to foreclose the lien of the Series 2022 Special Assessments if not being collected pursuant to the Uniform Method, may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2022 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The inability, either partially or fully, to enforce remedies available with respect to the Series 2022 Bonds 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 2022 BONDS – Indenture Provisions Relating to Bankruptcy or Insolvency of a Landowner." The District cannot express any view whether such delegation would be enforceable.

Series 2022 Special Assessments Are Non-Recourse

The principal security for the payment of the principal and interest on the Series 2022 Bonds is the timely collection of the Series 2022 Special Assessments. The Series 2022 Special Assessments do not constitute a personal indebtedness of the landowners of the land subject thereto, but are secured by a lien on such land. There is no assurance that the Developer or subsequent landowners will be able to pay the Series 2022 Special Assessments or that they will pay such Series 2022 Special Assessments even though financially able to do so. Neither the Developer nor any other subsequent landowners have any personal obligation to pay the Series 2022 Special Assessments. Neither the Developer nor any subsequent landowners are guarantors of payment of any Series 2022 Special Assessments, and the recourse for the failure of the Developer or any subsequent landowner to pay the Series 2022 Special Assessments is limited to the collection proceedings against the land subject to such unpaid Series 2022 Special Assessments, as described herein. Therefore the likelihood of collection of the Series 2022 Special Assessments may ultimately depend on the market value of the land subject to the Series 2022 Special Assessments. While the ability of the Developer or subsequent landowners to pay the Series 2022 Special Assessments is a relevant factor, the willingness of the Developer or subsequent landowners to pay the Series 2022 Special Assessments, which may also be affected by the value of the land subject to the Series 2022 Special Assessments, is also an important factor in the collection of Series 2022 Special Assessments. The failure of the Developer or subsequent landowners to pay the Series 2022 Special Assessments could render the District unable to collect delinquent Series 2022 Special Assessments, if any, and provided such delinquencies are significant, could negatively impact the ability of the District to make the full or punctual payment of debt service on the Series 2022 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 – Zoning and Permitting," herein for more information.

The value of the land within the District, the success of the Development, the development of the District and the likelihood of timely payment of principal and interest on the Series 2022 Bonds could be affected by environmental factors with respect to the land in the District. Should the land be contaminated by hazardous materials, this could materially and adversely affect the value of the land in the District, which could materially and adversely affect the success of the development of the lands within the District and the likelihood of the timely payment of the Series 2022 Bonds. The District has not performed, nor has the

District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District. See "THE DEVELOPMENT – Environmental" for information on environmental site assessments obtained or received. Nevertheless, it is possible that hazardous environmental conditions could exist within the District or in the vicinity of the District and that such conditions could have a material and adverse impact upon the value of the benefited lands within the District. No assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future, whether originating within the District or from surrounding property, and what effect such may have on the development or sale of the lands in the District.

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

Economic Conditions and Changes in Development Plans

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

Other Taxes and Assessments

The willingness and/or ability of an owner of benefited land to pay the Series 2022 Special Assessments could be affected by the existence of other taxes and assessments imposed upon such property by the District, the County or any other local special purpose or general purpose governmental entities. County, school, special district taxes and special assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on debt, including the Series 2022 Special Assessments, collected pursuant to the Uniform Method are payable at one time. Public entities whose boundaries overlap those of the District could, without the consent of the owners of the land within the District, impose additional taxes on the property within the District. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the Series 2022 Special Assessments. In addition, lands within the District may also be subject to assessments by property owners' and homeowners' associations. See "THE DEVELOPMENT – Taxes, Fees and Assessments" 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 2022 Special Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold with respect to such Series 2022 Special Assessment, even though the landowner is not contesting the amount of the Series 2022 Special Assessment. However, Section 194.014, Florida Statutes, requires taxpayers challenging the assessed value of their property to pay all non-ad valorem assessments and at least 75% of their ad valorem taxes before they become delinquent. Likewise, taxpayers who challenge the denial of an

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

Limited Secondary Market for Series 2022 Bonds

The Series 2022 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2022 Bonds in the event an Owner thereof determines to solicit purchasers for the Series 2022 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2022 Bonds may be sold. Such price may be lower than that paid by the current Owners of the Series 2022 Bonds, depending on the progress of development of the Development and the lands within the District, 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 2022 Special Assessments, may not adversely affect the timely payment of debt service on the Series 2022 Bonds because of the Series 2022 Reserve Account. The ability of the Series 2022 Reserve Account to fund deficiencies caused by delinquencies in the Series 2022 Special Assessments is dependent on the amount, duration and frequency of such deficiencies. Moneys on deposit in the Series 2022 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 such Reserve Account to make up deficiencies. If the District has difficulty in collecting the Series 2022 Special Assessments, the Series 2022 Reserve Account would be rapidly depleted and the ability of the District to pay debt service on the Series 2022 Bonds could be materially adversely affected. In addition, during an Event of Default under the Indenture, the Trustee may withdraw moneys from the Series 2022 Reserve Account and such other Funds, Accounts and subaccounts created under the Indenture to pay its extraordinary fees and expenses incurred in connection with such Event of Default. If in fact the Series 2022 Reserve Account is accessed for any 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 2022 Special Assessments in order to provide for the replenishment of the Series 2022 Reserve Account. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2022 BONDS – Series 2022 Reserve Account" herein for more information about the Series 2022 Reserve Account.

Legal Delays

If the District should commence a foreclosure action against a landowner for nonpayment of Series 2022 Special Assessments that are not being collected pursuant to the Uniform Method, such landowner and/or its mortgagee(s) may raise affirmative defenses to such foreclosure action. Although the District expects that such affirmative defenses would likely be proven to be without merit, they could result in delays in completing the foreclosure action. In addition, the District is required under the Indenture to fund the costs of such foreclosure. It is possible that the District will not have sufficient funds and will be compelled to request the Holders of the Series 2022 Bonds to allow funds on deposit under the Indenture to be used to pay the costs of the foreclosure action. Under the Code, there are limitations on the amounts of proceeds from the Series 2022 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 require that a political subdivision (i) have the power to exercise at least one sovereign power, (ii) be formed and operated for a governmental purpose, and (iii) have a governing body controlled by or have significant uses of its funds or assets otherwise controlled by a government unit with all three sovereign powers or by an electorate that is not controlled by an unreasonably small number of unrelated electors. On October 4, 2017, the Treasury Department ("Treasury") announced that it 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 Florida 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, and its expectations as to compliance with the Act by any members of the Board that it elects. Such certification by the Developer does not ensure that such certification shall be determinative of, or may influence the outcome of any audit by the IRS, or any appeal from such audit, that may result in an adverse ruling that the District is not a political subdivision for purposes of Section 103(a) of the Code. Further, there can be no assurance that an audit by the IRS of the Series 2022 Bonds will not be commenced. The District has no reason to believe that any such audit will be commenced, or that any such audit, if commenced, would result in a conclusion of noncompliance with any applicable state or federal law.

Owners of the Series 2022 Bonds are advised that, if the IRS does audit the Series 2022 Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the Owners of the Series 2022 Bonds may have limited rights to participate in those proceedings. The commencement of such an audit could adversely affect the market value and liquidity of the Series 2022 Bonds until the audit is concluded, regardless of the ultimate outcome. In addition, in the event of an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2022 Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. Further, an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2022 Bonds would adversely affect the availability of any secondary market for the Series 2022 Bonds. Should interest on the Series 2022 Bonds become includable in gross income for federal income tax purposes, not only will Owners of Series 2022 Bonds be required to pay income taxes on the interest received on such Series 2022 Bonds and related penalties, but because the interest rate on such Series 2022 Bonds will not be adequate to compensate Owners of the Series 2022 Bonds for the income taxes due on such interest, the value of the Series 2022 Bonds may decline.

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

Loss of Exemption from Securities Registration

Since the Series 2022 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 political subdivisions, if the District is ever deemed by the IRS, judicially or otherwise, not to be a political subdivision for purposes of the Code, it is possible that federal or state regulatory authorities could also determine that the District is not a political subdivision for purposes of federal and state securities laws. Accordingly, the District and purchasers of Series 2022 Bonds may not be able to rely on the exemption from registration under the Securities Act relating to securities issued by political subdivisions. In that event, the Owners of the Series 2022 Bonds would need to ensure that subsequent transfers of the Series

2022 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act 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 2022 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 2022 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 2022 Bonds. Prospective purchasers of the Series 2022 Bonds should consult their tax advisors as to the impact of any proposed or pending legislation. See also "TAX MATTERS."

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 October 31, 2014, the Auditor General of the State released a 31-page report which requests legislative action to establish parameters on the amount of bonds a community development district may issue and provide additional oversight for community development district bonds. This report renewed requests made by the Auditor General in 2011 that led to the Governor of the State issuing an Executive Order on January 11, 2012 (the "Executive Order") directing the Office of Policy and Budget in the Executive Office of the Governor ("OPB") to examine the role of special districts in the State. As of the date hereof, the OPB has not made any recommendations pursuant to the Executive Order nor has the Florida legislature passed any related legislation. It is impossible to predict with certainty the impact that any existing or future legislation will or may have on the security for the Series 2022 Bonds. It should be noted that Section 190.16(14) of the Act provides in pertinent part that "The state pledges to the holders of any bonds issued under the Act that it will not limit or alter the rights of the district to levy and collect the ... assessments... and to fulfill the terms of any agreement made with the holders of such bonds ... and that it will not impair the rights or remedies of such holders."

Insufficient Resources or Other Factors Causing Failure to Complete the Capital Improvement Plan or the Construction of Homes within the District

The cost to finish the Capital Improvement Plan will exceed the net proceeds from the Series 2022 Bonds. There can be no assurance, in the event the District does not have sufficient moneys on hand to complete the Capital Improvement Plan, that the District will be able to raise, through the issuance of additional bonds or otherwise, the moneys necessary to complete the Capital Improvement Plan. Further, the Indenture sets forth certain limitations on the issuance of additional bonds. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2022 BONDS – Additional Bonds" for more information.

Although the Developer will agree to fund or cause to be funded the completion of the Capital Improvement Plan regardless of the insufficiency of proceeds from the Series 2022 Bonds and will enter into a completion agreement with the District as evidence thereof, there can be no assurance that the

Developer will have sufficient resources to do so. Such obligation of the Developer is an unsecured obligation. See "THE DEVELOPER" herein for more information.

Further, even if development of the District is completed, there are no assurances that homes will be constructed and sold within the District. See "THE DEVELOPER" herein for more information.

COVID-19 and Related Matters

In addition to the general economic conditions discussed above, the timely and successful completion of the Development, and the construction and sale to end users of residential units may be adversely impacted by the continued spread of the novel strain of coronavirus called COVID-19 or by other highly contagious or epidemic or pandemic diseases. The United States, the State and the County have all previously imposed certain health and public safety restrictions in response to COVID-19 in the past. The District cannot predict whether new actions may be taken by government authorities in the future to contain or otherwise address the impact of the COVID-19 or similar outbreak.

To date, the outbreak has resulted in severe impacts on global financial markets, unemployment levels and commerce generally. The Developer may experience delays in obtaining certain development approvals as a result of the implementation of certain government actions and/or restrictions. The District and the Developer cannot predict the duration of the current COVID-19 outbreak, and the ultimate impact the COVID-19 outbreak may have on the Development is unknown. It is possible that construction delays, delays in the receipt of permits or other government approvals, supply chain delays, increased costs, delays in sales to end users or other delays could occur, or continue to occur, as applicable, as a result of the COVID-19 outbreak or other highly contagious or epidemic or pandemic diseases that adversely impact the Development. See also "BONDOWNERS' RISKS – Economic Conditions and Changes in Development Plans" and "–Insufficient Resources or Other Factors Causing Failure to Complete the Capital Improvement Plan or the Construction of Homes within the District" 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 2022 Bonds.

Prepayment and Redemption Risk

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

Payment of Series 2022 Special Assessments after Bank Foreclosure

In the event a bank forecloses on property because of a default on a mortgage in favor of such bank on any of the assessable lands within the District, and then the bank itself fails, the Federal Deposit Insurance Corporation (the "FDIC"), as receiver, will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the Series 2022 Special 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 FUNDS

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

	<u>Total Series 2022 Bonds</u>
Sources of Funds:	
Principal Amount	\$ _____
[Plus/Less Original Issue Premium/Discount]	_____
Total Sources	\$ _____
Use of Funds:	
Deposit to Series 2022 Acquisition and Construction Account	\$ _____
Deposit to Series 2022 Reserve Account	_____
Deposit to Series 2022 Interest Account ⁽¹⁾	_____
Costs of Issuance ⁽²⁾	_____
Total Uses	\$ _____

(1) Includes Capitalized Interest through [_____] 1, 20__.

(2) Costs of issuance include, without limitation, underwriter's discount, legal fees and other costs associated with the issuance of the Series 2022 Bonds.

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DEBT SERVICE REQUIREMENTS

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

Period Ending November 1	Series 2022 Bonds		Total Debt Service
	Principal	Interest	

Totals

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THE DISTRICT

General

The District is an independent local unit of special-purpose government created in accordance with the Act. The District was established under Ordinance No. 2022-31, which was enacted by the County on May 3, 2022. The District encompasses approximately 157 gross acres of land located within the incorporated municipal boundaries of the County. The District is located in close proximity to US Highway 98, which provides convenient access to Interstate 4, approximately 11 miles to the north of the Development. The District Lands are being developed as a planned residential community known as "Touchstone" (the "Development"). See "THE DEVELOPMENT" herein for more information.

Governance

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 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 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 State law governing public officials for a Supervisor to be a stockholder, officer or employee of an owner of the land within the District.

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

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Milton Andrade*	Chair	November 2026
Brian Walsh*	Vice-Chair	November 2026
Joel Adams*	Assistant Secretary	November 2024
Jeffrey Shenefield*	Assistant Secretary	November 2024
Garret Parkinson*	Assistant Secretary	November 2024

* Elected by the landowners; employee of or affiliated with the Developer or its affiliates.

A majority of the Supervisors constitutes a quorum for the purposes of conducting the business of the District and exercising its powers and for all other purposes. Action taken by the District shall be upon a vote of the majority of the Supervisors 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 "sunshine" or open meetings law.

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 of Florida. The Act provides legal authority for community development districts (such as the District) to finance the acquisition, construction, operation and maintenance of the major infrastructure for community development pursuant to its general law charter.

Among other provisions, the Act gives the District's Board of Supervisors the authority: (a) to 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) to borrow money and issue bonds of the District; (c) to impose and foreclose special assessments liens as provided in the Act; and (d) to 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.

Also, pursuant to the Ordinance, the District has been granted special powers pursuant to Sections 190.012(1), 190.012(2)(a) of the Act, as well as Sections 190.012(b) – (f) of the Act if said improvements and each of their specifications are first approved by the County. Such special powers include, but are not limited to, the right to (i) finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend,

equip, operate, and maintain additional systems and facilities for parks and facilities for indoor and outdoor recreational, cultural and educational uses; and (ii) construct and maintain a perimeter wall/fence for the District so long as the construction and specifications of the wall/fence are first approved by the County.

The Act does not empower the District to adopt and enforce land use plans or zoning ordinances or to grant building permits; these functions are performed by the County, as applicable, acting through their respective Commissions and departments of government.

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 2022 Bonds.

The District Manager and Other Consultants

The chief administrative official of the District is the District Manager. The Act provides that the District Manager shall have charge and supervision of the works of the District and shall be responsible for preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of the Act, for maintaining and operating the equipment owned by the District, and for performing such other duties as may be prescribed by the Board. Governmental Management Services – Central Florida, LLC, serves as District Manager. The District Manager's corporate office is located at 219 E. Livingston Street, Orlando, Florida 32801.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of KE Law Group, PLLC, Tallahassee, Florida, as District Counsel; Greenberg Traurig, P.A., Miami, Florida, as Bond Counsel; and Governmental Management Services – Central Florida, LLC, Orlando, Florida, serves as Methodology Consultant for the Series 2022 Bonds.

No Outstanding Indebtedness

The District has not previously issued any bonds or other debt obligations.

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THE CAPITAL IMPROVEMENT PLAN AND THE SERIES 2022 PROJECT

Kimley-Horn and Associates, Inc., (the "District Engineer") prepared a report entitled Engineer's Report for Yarrowborough Lane Community Development District, dated May 2022 (the "Engineer's Report"), which sets forth certain public infrastructure improvements necessary for the development of 558 residential units planned for the District Lands (the "Capital Improvement Plan"). In the Engineer's Report, the District Engineer estimates the total cost of the Capital Improvement Plan to be approximately \$25,000,000. The Series 2022 Bonds will finance a portion of the Capital Improvement Plan (the portion financed with the Series 2022 Bonds being referred to as the "Series 2022 Project").

<u>Infrastructure</u>	<u>Estimated Costs</u>
Stormwater Management	\$ 3,500,000
Roadways	7,500,000
Water & Wastewater Systems	4,000,000
Street Lighting and Conduit	800,000
Entry Feature, Landscape, Irrigation	800,000
Parks and Amenities	2,500,000
Offsite Improvements	1,800,000
Professional Services	750,000
Contingency	3,350,000
Total	\$ 25,000,000

The net proceeds from the Series 2022 Bonds will be approximately \$5.32 million* and such proceeds will be used by the District towards the funding and/or acquisition of the Series 2022 Project. The Developer will enter into a completion agreement that will obligate the Developer to complete any portions of the Series 2022 Project not funded with proceeds of the Series 2022 Bonds. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Capital Improvement Plan or the Construction of Homes within the District" herein.

Land development associated with the District Lands is scheduled to occur in phases. Phase One of the Development is planned to contain 281 residential units ("Phase One"), and Phase Two of the Development is planned to contain 277 residential units ("Phase Two").

Land development associated with Phase One is expected to commence in September 2022 and is expected to be completed by September 2023. The lots in Phase One, upon platting, are expected to absorb the lien of the Series 2022 Special Assessments. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein. As of July 2022, the Developer has spent approximately \$574,350 towards land development, a portion of which includes the Capital Improvement Plan.

It is anticipated that the District will issue one or more additional series of bonds in order to finance additional components of the Capital Improvement Plan. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2022 BONDS – Additional Bonds" herein for more information.

The District Engineer has indicated that all engineering permits necessary to construct the Series 2022 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 –

*Preliminary, subject to change.

Development Approvals" for a more detailed description of the entitlement and permitting status of the Development.

See "APPENDIX A: ENGINEER'S REPORT" for more information regarding the above improvements.

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EXHIBIT D

FORM OF RULE 15c2-12 CERTIFICATE

Yarborough Lane Community Development District
\$ _____* Special Assessment Bonds,
Series 2022
(Series 2022 Project)

The undersigned hereby certifies and represents to FMSbonds, Inc. ("Underwriter") that he is the Chairperson of the Board of Supervisors of Yarborough Lane Community Development District (the "District") is authorized to execute and deliver this Certificate, and further certifies on behalf of the District to the Underwriter as follows:

1. This Certificate is delivered to enable the Underwriter to comply with Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") in connection with the offering and sale of the above captioned bonds (the "Series 2022 Bonds").

2. In connection with the offering and sale of the Series 2022 Bonds, there has been prepared a Preliminary Limited Offering Memorandum, dated the date hereof, setting forth information concerning the Series 2022 Bonds and the District (the "Preliminary Limited Offering Memorandum").

3. As used herein, "Permitted Omissions" shall mean the offering price, interest rate, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings, the identity of the Underwriter and other terms of the Series 2022 Bonds depending on such matters.

4. The undersigned hereby deems the Preliminary Limited Offering Memorandum "final" as of its date, within the meaning of the Rule, except for the Permitted Omissions, and the information therein is accurate and complete except for the Permitted Omissions.

5. If, at any time prior to the execution of a Bond Purchase Contract, any event occurs as a result of which the Preliminary Limited Offering Memorandum might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District will promptly notify the Underwriter thereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this ____ day of _____, 2022.

**YARBOROUGH LANE COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson

* Preliminary, subject to change.

EXHIBIT E

FORM OF CONTINUING DISCLOSURE AGREEMENT

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") dated as of [____], 2022 is executed and delivered by the Yarborough Lane Community Development District (the "Issuer" or the "District"), Clayton Properties Group, Inc., a Tennessee corporation (the "Developer"), and Governmental Management Services – Central Florida, LLC, a Florida limited liability company, as dissemination agent (the "Dissemination Agent") in connection with the Issuer's Special Assessment Bonds, Series 2022 (Series 2022 Project) (the "Bonds"). The Bonds are secured pursuant to a Master Trust Indenture dated as of [August 1], 2022 (the "Master Indenture") and a First Supplemental Trust Indenture dated as of [August 1], 2022 (the "First 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 and the Dissemination Agent covenant and agree as follows:

1. **Purpose of this Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the Issuer, the Developer and the Dissemination Agent for the benefit of the Beneficial Owners (as defined herein) of the Bonds and to assist the Participating Underwriter (as defined herein) of the Bonds in complying with the Rule (as defined herein). The Issuer has no reason to believe that this Disclosure Agreement does not satisfy the requirements of the Rule and the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction, a governmental regulatory agency, or an attorney specializing in federal securities law, that the Rule requires the Issuer or other Obligated Person (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 Assessments from time to time.

"Assessments" shall mean the non-ad valorem Series 2022 Special Assessments pledged to the payment of the Bonds pursuant to the Indenture.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior Fiscal Year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Audited Financial Statements Filing Date" means the date set forth in Section 3(a) hereof by which the Audited Financial Statements are to be filed with each Repository if the same are not included as part of the Annual Report.

"Beneficial Owner" shall mean any person which, (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"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. Governmental Management Services – Central Florida, LLC has been designated as the initial Dissemination Agent hereunder.

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

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures located at <http://emma.msrb.org/>.

"EMMA Compliant Format" shall mean a format for any document provided to the MSRB (as hereinafter defined) which is in an electronic format and is accompanied by identifying information, all as prescribed by the MSRB.

"Financial Obligation" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of an obligation or instrument described in either clause (a) or (b). Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Limited Offering Memorandum" shall mean that Limited Offering Memorandum dated [____], 2022, 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 for so long as such Developer or its affiliates, successors or assigns (excluding residential homebuyers who are end users) are the owners of District Lands responsible for payment of at least 20% of the Assessments.

"Participating Underwriter" shall mean FMSbonds, Inc.

"Quarterly Filing Date" shall mean for the quarter ending: (i) March 31, each May 1; (ii) June 30, each August 1; (iii) September 30, each November 1; and (iv) December 31, each February 1 of the following year. The first Quarterly Filing Date shall be November 1, 2022.

"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, 2022. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; *provided that* the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report, and may be submitted in accordance with State law, which currently requires such Audited Financial Statements to be provided up to, but no later than, nine (9) months after the close of the Issuer's Fiscal Year (the "Audited Financial Statements Filing Date"). The Issuer shall, or shall cause the Dissemination Agent to, provide to the Repository the components of an Annual Report which satisfies the requirements of Section 4(a) of this Disclosure Agreement within thirty (30) days after same becomes available, but in no event later than the Annual Filing Date or Audited Financial Statements Filing Date, 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 undertaking to provide the Annual Report or Audited Financial Statements, as applicable, pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report or the Audited Financial Statements, as applicable, in accordance with Section 3(a) above, or (ii) advise the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report or Audited Financial Statements, as applicable, within the times required under this Disclosure Agreement, state the date by which the Annual Report or the Audited Financial Statements for such year, as applicable, will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 6(a)(xvii) has occurred and to immediately send a notice to the Repository in substantially the form attached hereto as Exhibit A.

(c) If the Dissemination Agent has not received an Annual Report by 12:00 noon on the first (1st) Business Day following the Annual Filing Date for the Annual Report or the Audited Financial Statements by 12:00 noon on the first (1st) Business Day following the Audited Financial Statements Filing Date for the Audited Financial Statements, then a Listed Event as described in Section 6(a)(xvii) shall have occurred and the Dissemination Agent shall immediately send a notice to the Repository in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Issuer stating that the Annual Report or Audited Financial Statement has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing all Repositories with which it was filed.

(e) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Agreement shall be provided in an EMMA Compliant Format.

4. **Content of Annual Reports.**

(a) Each Annual Report shall 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 December 31st following the end 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) The Issuer and each Obligated Person agree to supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The Issuer acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the Issuer, Obligated Persons and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the Issuer, an Obligated Person or others as thereafter disseminated by the Dissemination Agent.

(c) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

5. **Quarterly Reports.**

(a) Each Obligated Person (other than the Issuer), or the Developer on behalf of any other Obligated Person that fails to execute an Assignment (as hereinafter defined), shall provide an electronic copy of the Quarterly Report to the Dissemination Agent no later than fifteen (15) days prior to the Quarterly Filing Date. Promptly upon receipt of an electronic copy of the Quarterly Report, but in any event no later than the applicable Quarterly Filing Date, the Dissemination Agent shall provide a Quarterly Report to the Repository.

(b) Each Quarterly Report shall be in the form set in Schedule B attached hereto and contain an update of the following information to the extent available:

(i) The number and type of lots planned in the Assessment Area subject to the Assessments.

(ii) With respect to lots owned in the Assessment Area by the Obligated Person: the total number of lots owned, the number of lots under contract but not closed with a homebuilder and the name of such homebuilder, the number of lots closed with a homebuilder, the number of lots not under contract with a homebuilder.

(iii) The number and type of lots developed in the Assessment Area.

(iv) The number and type of lots platted in the Assessment Area.

(v) With respect undeveloped and unplatted lands owned in the Assessment Area by the Obligated Person, a description of the status for lot development within such lands.

(vi) The cumulative number and type of homes closed with homebuyers (delivered to end users) in the Assessment Area.

(vii) The number and type of homes under contract and not closed with homebuyers in the Assessment Area in such quarter.

(viii) With respect to the Assessment Area, material changes to (1) builder contracts, (2) the number or type 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.

(ix) Any sale, assignment or transfer of ownership by the Obligated Person of lands in the Assessment Area 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 an 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 from its obligations hereunder except to the extent a written Assignment from a Transferee is obtained and delivered to the Dissemination Agent and then only to the extent of such Assignment.

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 2022 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

* Not applicable to the Bonds at their date of issuance.

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);

(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 (except for the events required to be reported by other Obligated Persons pursuant to Section 6(c) below) 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 Disclosure

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) or (xvi) 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 Governmental Management Services – Central Florida, LLC. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of Governmental Management Services – Central Florida, LLC. Governmental Management Services – Central Florida, 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 and such Dissemination Agent. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. The District, each Obligated Person and the Disclosure Representative covenant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District, the Developer and the Disclosure Representative acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, Obligated Person(s), the Disclosure Representative and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, any Obligated Person or the Disclosure Representative as thereafter disseminated by the Dissemination Agent. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA compliant format.

13. **Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Developer, the Dissemination Agent, the Trustee, the Participating Underwriter and the Owners of the Bonds (the Dissemination Agent, 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 Polk 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 Polk 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 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 or any assignee or successor thereto that becomes an Obligated Person pursuant to the terms of this Disclosure Agreement, only successor or assignees to such parties who are, by definition, Obligated Persons, shall be bound or benefited by this Disclosure Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

**YARBOROUGH LANE COMMUNITY
DEVELOPMENT DISTRICT, AS ISSUER**

[SEAL]

By: _____
Chairperson, Board of Supervisors

ATTEST:

By: _____
Secretary

**CLAYTON PROPERTIES GROUP, INC., AS
DEVELOPER**

By: _____
_____, its Manager

**GOVERNMENTAL MANAGEMENT
SERVICES – CENTRAL FLORIDA, LLC, and
its successors and assigns, AS DISSEMINATION
AGENT**

By: _____
Name: _____
Title: _____

CONSENTED TO AND AGREED TO BY:

DISTRICT MANAGER

**GOVERNMENTAL MANAGEMENT
SERVICES – CENTRAL FLORIDA,
LLC, AS DISTRICT MANAGER**

By: _____
Name: _____
Title: _____

Acknowledged and agreed to for purposes of
Sections 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: Yarborough Lane Community Development District

Name of Bond Issue: \$_____ original aggregate principal amount of Special
Assessment Bonds, Series 2022 (Series 2022 Project)

Obligated Person(s): Yarborough Lane Community Development District;
_____.

Original Date of Issuance: [_____, 2022

CUSIP Numbers: _____

NOTICE IS HEREBY GIVEN that the [Issuer][Obligated Person] has not provided an [Annual Report] [Audited Financial Statements] [Quarterly Report] with respect to the above-named Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated [_____, 2022, by and between the Issuer, the Developer and the Dissemination Agent named therein. The [Issuer][Obligated Person] has advised the undersigned that it anticipates that the [Annual Report] [Audited Financial Statements] [Quarterly Report] will be filed by _____, 20____.

Dated: _____

_____, 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	<u>Quarter Ended – 12/31</u>
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)

	<u>\$ Certified</u>
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 and ownership for all off roll Assessments, together with par and annual Assessment assigned to each folio

3. For the immediately ended Bond Year, provide the levy and collection information

<u>Total Levy</u>	<u>\$ Levied</u>	<u>\$ Collected</u>	<u>% Collected</u>	<u>% Delinquent</u>
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

SCHEDULE B

FORM OF OBLIGATED PERSON'S QUARTERLY REPORT

Bond Information

Yarborough Lane Community Development District

Date of Quarterly Report _____

Bond Series _____ 2022

Area/Project _____ Series 2022 Project

NOTE: IF MORE THAN ONE ASSESSMENT AREA, INFORMATION NEEDS TO BE COMPLETED FOR EACH AREA

1. Unit Mix For Land Subject To Assessments

<u>Type</u>	<u>Number of Lots/Units</u>	<u>Ownership Information</u>		
		<u>Developer Owned</u>	<u>Builder Owned</u>	<u>Homeowner Owned</u>

Total

2. For Lots owned by Obligated Person (if applicable)

<u>Type</u>	<u># of Lots Owned by Obligated Person</u>	<u># of Lots Under Contract With Builders (NOT CLOSED)</u>	<u># of Lots NOT Under Contract</u>	<u>Name of Builder</u>	<u>Expected Takedown Date(s)</u>
--------------------	---	---	--	-------------------------------	---

Total

3. Status of Land Subject to Assessments

A. Lots developed (cumulative, not quarterly activity), by phase or sub-phase:

Total Assessment Area

B. Lots platted (cumulative, not quarterly activity), by phase or sub-phase:

Total Assessment Area

C. For lots not developed, and platted, provide brief description on status of lot development for land area securing the Bonds:

1. When do you anticipate lots will be developed (for each phase or sub phase)?
2. When do you anticipate lots will be platted (for each phase or sub phase)?
3. Provide total amount of money spent on land development to date (include money funded with bonds and with other sources)

D. Homes Closed with End-Users:

Total CUMULATIVE

E. Homes Sold To End Users (AND NOT CLOSED):

Total QUARTER ONLY

4. Development Changes and Status Updates

1. Material changes to Builder Contracts (i.e., change of terms or cancellation of contract, change of takedown dates)?
2. Any bulk sales of land within the District to other developers or builders?
3. Any material changes to the number or type of lots planned to be developed in the Assessment Area?
4. Any materially adverse changes or determinations to permits/approvals for the Assessment Area which necessitate changes to the development plans?
5. Incurrence of any new or modified mortgage debt on the land owned by the Obligated Person in the Assessment Area (amount, rate, and term)?
6. Sale, assignment or transfer of ownership of real property in the Assessment Area to a third party, which will in turn be an Obligated Person?

*This report contains statements, which to the extent they are not recitations of historical fact, constitute "forward-looking statements." In this respect, the words "anticipate", "estimate", "expect", and "belief", and similar expressions are intended to identify forward-looking statements. Such statements may be subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements.

SECTION VI

SECTION A

This instrument was prepared by and
upon recording should be returned to:

Lauren Gentry, Esq.
KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

**AGREEMENT BY AND BETWEEN THE YARBOROUGH LANE COMMUNITY
DEVELOPMENT DISTRICT AND CLAYTON PROPERTIES GROUP, INC.
REGARDING TRUE-UP AS TO SERIES 2022 SPECIAL ASSESSMENTS**

THIS TRUE-UP AGREEMENT (the “Agreement”) is made and entered into this __ day of _____, 2022 by and between:

YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, with a mailing address of 219 East Livingston Street, Orlando Florida 32801 (the “District”), and

CLAYTON PROPERTIES GROUP, INC. DBA HIGHLAND HOMES, a Tennessee corporation, the primary developer and owner of certain lands within the District, with offices located at 3020 South Florida Avenue, Suite 101, Lakeland, Florida, 33803 and its successors and assigns (the “Landowner” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by the Board of Commissioners of Polk County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), and is validly existing under the Constitution and laws of the State of Florida; and

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

WHEREAS, Landowner is the primary owner and developer of certain lands within the District, which lands are described in **Exhibit A** (the “Series 2022 Assessment Area”); and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction and installation of certain infrastructure improvements, facilities and services, as detailed in the *Engineer’s Report – Yarrowborough Lane Community Development District*, dated May 2022, the first phase of which (the “Series 2022 Project”), is described in that _____ (together, the “Engineer’s Report”), attached to this Agreement as **Composite Exhibit B**; and

WHEREAS, the District intends to finance a portion of the Series 2022 Project through the anticipated issuance of its Yarborough Lane Community Development District Special Assessment Bonds, Series 2022 (Series 2022 Project), in the principal amount of \$_____ (the “Series 2022 Bonds”); and

WHEREAS, pursuant to Resolutions 2022-27, 2022-28, 2022-36, and 2022-__ (the “Assessment Resolutions”), the District imposed special assessments on Series 2022 Assessment Area (the “Series 2022 Special Assessments”) within the District to secure the repayment of a portion of the Series 2022 Bonds, including interest thereon; and

WHEREAS, Landowner agrees that all developable lands within Series 2022 Assessment Area benefit from the timely design, construction, or acquisition of the Series 2022 Project; and

WHEREAS, Landowner agrees that the Series 2022 Special Assessments which were imposed on Series 2022 Assessment Area within the District, have been validly imposed and constitute valid, legal and binding liens upon Series 2022 Assessment Area, which Series 2022 Special Assessments remain unsatisfied; and

WHEREAS, to the extent permitted by law, Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the Series 2022 Special Assessments on the Series 2022 Assessment Area within the District; and

WHEREAS, the *Master Assessment Methodology for Yarborough Lane Community Development District*, dated May 12, 2022, as supplemented by that _____ (together, the “Assessment Report”), provides that as the Series 2022 Assessment Area is platted or replatted, the allocation of the amounts assessed to and constituting a lien upon Series 2022 Assessment Area within the District would be allocated and calculated based upon certain density assumptions relating to the number of each type of single-family units to be constructed within the Series 2022 Assessment Area, which assumptions were provided by Landowner; and

WHEREAS, Landowner intends that the Series 2022 Assessment Area will be platted, planned and developed based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the District's Assessment Report; and

WHEREAS, the District's Assessment Report anticipates a mechanism by which Landowner shall, if required, make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of any plat or site plan for a parcel or tract, as described in the District's Assessment Report (which payments shall collectively be referenced as the “True-Up Payment”); and

WHEREAS, Landowner and the District desire to enter into an agreement to confirm Landowner's intention and obligation, if required, to make the True-Up Payment related to the Series 2022 Special Assessments, subject to the terms and conditions contained herein.

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

SECTION 1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. COVENANTS.

A. The provisions of this Agreement shall constitute a covenant running with Series 2022 Assessment Area lands, which lands are described herein in **Exhibit A**, and shall remain in full force and effect and be binding upon Landowner, its heirs, legal representatives, estates, successors, grantees and assigns until released pursuant to the terms herein.

B. Landowner agrees that to the extent Landowner fails to timely pay all Series 2022 Special Assessments collected by mailed notice of the District, said unpaid Series 2022 Special Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

SECTION 3. SPECIAL ASSESSMENT REALLOCATION.

A. *Assumptions as to the Series 2022 Special Assessments.* As of the date of the execution of this Agreement, Landowner has informed the District that Landowner intends to plat Series 2022 Assessment Area into a total of 281 single-family lots or _____ Equivalent Residential Units (“ERUs”).

B. *Process for Reallocation of Assessments.* The Series 2022 Special Assessments will be reallocated among Series 2022 Assessment Area as Series 2022 Assessment Area is platted or re-platted (hereinafter referred to as “plat” or “platted”). In connection with such platting of Series 2022 Assessment Area of the District, the Series 2022 Special Assessments imposed on the lands being platted will be allocated based upon the precise number and type of lots within the area being platted. It is intended that all the Series 2022 Special Assessments will be assigned to the 261 lots platted in Series 2022 Assessment Area. In furtherance thereof, at such time as Series 2022 Assessment Area is to be platted, Landowner covenants that such plat or plats shall be presented to the District. The District shall allocate the Series 2022 Special Assessments to the number of lots being platted and the remaining lands in Series 2022 Assessment Area in accordance with the District’s Assessment Report and cause such reallocation to be recorded in the District’s Improvement Lien Book.

(i) It is or will be an express condition of the liens established by the Assessment Resolutions that any and all plats containing any portion of Series 2022 Assessment Area within the District owned by Landowner shall be presented to the District for review and allocation of the Series 2022 Special Assessments to the lots being platted and the remaining property within Series 2022 Assessment Area in accordance with the Assessment Report (“Reallocation”). Landowner covenants to comply with this requirement for the Reallocation. The District agrees that no further action by the Board of Supervisors shall be required. The District’s review of the plats shall be limited solely

to the Reallocation of Series 2022 Special Assessments and enforcement of the District's assessment liens. Nothing herein shall in any way operate to or be construed as providing any other plat and plan approval or disapproval powers to the District.

(ii) The purpose of the True-Up calculation is to ensure that the bond debt will be able to be assigned to at least ____ ERUs within Series 2022 Assessment Area of the District. Thus, at the time of platting of any portion of Series 2022 Assessment Area, or any re-platting thereof, there must be at least ____ ERUs in Series 2022 Assessment Area to assign the bond debt to. If not, subject to subsection (v) below, the District would require a True-Up Payment from Landowner or the person or entity seeking to file such plat in an amount sufficient to reduce the remaining bond debt to the actual number of lots platted in Series 2022 Assessment Area in the par amount per platted lot as set forth in the Assessment Report.

(iii) The True-Up calculation shall be performed at the time any portion of Series 2022 Assessment Area is platted.

(iv) If at the time the True-Up calculation is performed, it is determined that less than 261 lots are to be platted within Series 2022 Assessment Area, a True-Up Payment shall become immediately due and payable. Any such True-Up Payment determined to be due shall be paid in full prior to approval of the plat. Such True-Up Payment shall be in addition to the regular Series 2022 Assessment Area installment payable for Series 2022 Assessment Area. The District will take all necessary steps to ensure that True-Up Payments are made in a timely fashion to ensure its debt service obligations are met, and in all cases, Landowner agrees that such payments shall be made in order to ensure the District's timely payment of the debt service obligations on the Series 2022 Bonds. The District shall record all True-Up Payments in its Improvement Lien book. If such True-Up Payment is made at least 45 days prior to an interest payment date on the Series 2022 Bonds, Landowner shall include accrued interest as part of the True-Up Payment to such interest payment date. If such True-Up Payment becomes due within 45 days of the next interest payment date, accrued interest shall be calculated to the next succeeding interest payment date.

(v) The foregoing is based on the District's understanding with Landowner that at least 261 ERUs will be assigned to Series 2022 Assessment Area, as identified in the Assessment Report and Engineer's Report. However, the District agrees that nothing herein prohibits more or less than the anticipated number of ERUs to be assigned to Series 2022 Assessment Area. In the event Landowner plats less than ____ ERUs within Series 2022 Assessment Area, the Landowner may either make a True-Up Payment or leave unassigned Series 2022 Special Assessments on un-platted lands within Series 2022 Assessment Area, provided the maximum debt allocation per developable acre as set forth in the Assessment Resolution is not exceeded. In no event shall the District collect Series 2022 Special Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Series 2022 Project, including all costs of financing and interest. The District, however, may collect Series 2022 Special Assessments in excess of the annual debt service related to the Series 2022 Project, including all costs of financing and interest, which shall be applied to prepay the Series 2022 Bonds. If the strict application of the True-Up methodology to any Reallocation for any plat pursuant to this paragraph would

result in Series 2022 Special Assessments collected in excess of the District's total debt service obligation for the Series 2022 Project, the District agrees to take appropriate action by resolution to equitably Reallocate the assessments.

SECTION 4. ENFORCEMENT. This Agreement is intended to be an additional method of enforcement of Landowner's obligation to pay the Series 2022 Special Assessments and to abide by the requirements of the Reallocation of Series 2022 Special Assessments, including the making of the True-Up Payment, if any, as set forth in the Assessment Resolutions. A default by any Party under this Agreement shall entitle any other Party to all remedies available at law or in equity, but excluding special, consequential or punitive damages.

SECTION 5. RECOVERY OF COSTS AND FEES. In the event any Party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 6. NOTICE. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, by overnight delivery service, or electronic or hand delivered to the Parties, as follows:

A. If to the District: Yarborough Lane Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

B. If to Landowner: Clayton Properties Group, Inc.
c/o Highland Homes
3020 South Florida Avenue, Suite 101
Lakeland, Florida, 33803
Attn: D. Joel Adams

With a copy to: Johnson Pope Bokor Ruppel & Burns, LLP
401 East Jackson Street, Suite 3100
Tampa, Florida 33602
Attn: T. Luke Markham

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand

delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any Party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of any assessments placed on Series 2022 Assessment Area by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

SECTION 7. ASSIGNMENT.

A. Landowner may not assign its duties or obligations under this Agreement except in accordance with the terms of this Section 7(C) below. This Agreement shall constitute a covenant running with title to all or any portion of Series 2022 Assessment Area, binding upon Landowner and its successors and assigns including, without limitation, any purchaser and its successors and assigns as to Series 2022 Assessment Area or portions thereof, and any transferee of any portion of Series 2022 Assessment Area, but shall not be binding upon transferees permitted by Sections 7(B)(i), (ii) or (iii) below.

B. No portion of Series 2022 Assessment Area may be transferred to any third party without complying with the terms of Section 7(C) below, other than:

- (i)** Platted and fully-developed lots to homebuilders restricted from re-platting.
- (ii)** Platted and fully-developed lots to end users.
- (iii)** Portions of Series 2022 Assessment Area exempt from debt special assessments or to be dedicated to the Polk County, Florida, the District or other governmental agencies.

Any transfer of any portion of Series 2022 Assessment Area pursuant to subsections (i), (ii) or (iii) of this Section 7(B), shall constitute an automatic release of such portion of Series 2022 Assessment Area from the scope and effect of this Agreement.

C. Landowner shall not transfer any portion of Series 2022 Assessment Area to any third party, except as permitted by Sections 7(B)(i), (ii) or (iii) above, without satisfying the following conditions (the "Transfer Conditions"):

- (i)** delivering a recorded copy of this Agreement to such third party; and
- (ii)** satisfying any True-Up Payment that results from a True-Up analysis that will be performed by the District Manager prior and as a condition to such transfer.

Any transfer that is consummated pursuant to this Section 7(C) shall operate as a release of Landowner from its obligations under this Agreement as to such portion of Series 2022 Assessment Area only arising from and after the date of such transfer and satisfaction of all of the Transfer Conditions including payment of any True-Up Payment due pursuant to subsection 7(C)(ii) above, and the transferee shall be deemed to have assumed Landowner's obligations in accordance herewith and shall be deemed the "Landowner" from and after such transfer for all purposes as to such portion of Series 2022 Assessment Area so transferred.

SECTION 8. AMENDMENT. This Agreement shall constitute the entire agreement between the Parties regarding the subject matter discussed herein and may be modified in writing only by the mutual agreement of all Parties. This Agreement may not be amended without the prior written consent of the Trustee on behalf and acting at the direction of the bondholders owning more than 50% of the aggregate principal amount of the applicable Series 2022 Bonds then outstanding with regard to material amendments.

SECTION 9. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Landowner, both the District and Landowner have complied with all the requirements of law, and both the District and Landowner have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 10. TERMINATION. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each Party, provided, however, that this Agreement and the covenants contained herein may not be terminated or released prior to platting and development of all Series 2022 Assessment Area without the prior written consent of the Trustee on behalf and acting at the direction of bondholders owning more than 50% of the aggregate principal amount of the applicable Series 2022 Bonds then outstanding with regard to amendments having a material effect on the District's ability to pay debt service on the Series 2022 Bonds.

SECTION 11. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, The Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either Party.

SECTION 12. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Except as provided in the immediately succeeding sentence, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and Landowner any right, remedy or claim under or by reason of this Agreement or any provisions or conditions of this Agreement; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Landowner and their respective representatives, successors and assigns. Notwithstanding anything herein to the contrary, the Trustee for the Series 2022 Bonds, on behalf of the owners of the Series

2022 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

SECTION 13. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 14. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

SECTION 15. PUBLIC RECORDS. Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may require treatment as such in accordance with Florida law.

SECTION 16. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 17. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 18. EFFECTIVE DATE. This Agreement shall become effective after execution by the Parties hereto on the date reflected above.

[Remainder of this page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the Landowner and the District have caused this Agreement to be executed and delivered on the date and year first written above.

WITNESS:

**CLAYTON PROPERTIES GROUP,
INC.,** a Tennessee corporation

[Print Name]

By: D. Joel Adams
Its: Vice President

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022 by D. Joel Adams, as Vice President of Clayton Properties Group, Inc., on behalf of the company.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

WITNESSES:

**YARBOROUGH LANE COMMUNITY
DEVELOPMENT DISTRICT**

[Print Name]

Milton Andrade
Chairperson, Board of Supervisors

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this ____ day of _____, 2022, by Milton Andrade, as Chairperson
of the Board of Supervisors of Yarborough Lane Community Development District.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

Exhibit A: Legal Description of Series 2022 Assessment Area
Comp. Exhibit B: *Engineer's Report – Yarborough Lane Community Development District,
dated May 2022, as supplemented by that _____.*

EXHIBIT A - LEGAL DESCRIPTION OF SERIES 2022 ASSESSMENT AREA

LEGAL DESCRIPTION:

PARCEL 1

LOT 40 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, W. F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, FLORIDA, SAID LOT BEING EQUIVALENT TO THE NW 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION, TOWNSHIP AND RANGE. PARCEL ID. 232924-288000-004001 AND 232924-288000-004002.

AND

PARCEL 2

LOT 39 OF W.F. HALLAM & COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, LESS THAT PORTION OF ADDITIONAL ROAD RIGHT-OF-WAY RECORDED FOR CREWS LAKE DRIVE. PARCEL ID. 232924-288000-003900.

AND

PARCEL 3

LOT 41 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, OF W. F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-288000-004100.

AND

PARCEL 4

THE SE 1/4 OF NW 1/4 OF SW 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, ALSO KNOWN AS LOT 42 OF W. F. HALLAM & CO'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 102A OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703. PARCEL ID. 232924-288000-004200.

AND

PARCEL 5

LOTS 55 AND 56 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, OF W. F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102, PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703. PARCEL ID. 232924-288000-005600.

AND

PARCEL 6

THE SW 1/4 OF THE SW 1/4 OF THE SW 1/4 IN SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST OR LOT 57 OF W. F. HALLAM & CO'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 102A, AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-288000-006700.

AND

PARCEL 7

THE SE 1/4 OF THE SW 1/4, LESS THE NE 1/4 OF SE 1/4 OF SW 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-000000-042020.

AND

PARCEL 8

LOT 58, IN SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, W. F. HALLAM & CO'S CLUB COLONY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102 AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-288000-005801.

AND

PARCEL 9

THE NE 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST, ALL LYING IN POLK COUNTY, FLORIDA. PARCEL ID. 242926-000000-031030.

AND

PARCEL 10

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, LESS RIGHT-OF-WAY, LYING IN POLK COUNTY, FLORIDA. PARCEL ID. 242926-000000-024030.

AND

PARCEL 11

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, LESS ROAD RIGHT-OF-WAY, LYING IN POLK COUNTY, FLORIDA. PARCEL ID. 232924-000000-024050.

AND

PARCEL 12

LOTS 7 AND 8 OF W. F. HALLAM & CO'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 102A, ALSO DESCRIBED AS THE N 1/2 OF THE NW 1/4 OF THE NW 1/4 IN SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS THE NORTH 24.0 FEET OF THE WEST 65.0 FEET OF THE NW 1/4 OF THE NW 1/4 OF THE NW 1/4. PARCEL ID. 202924-288000-000072.

LESS AND EXCEPT

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26, THE SAME ALSO BEING THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26 AND ALSO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23 AND ALSO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE NORTH 89°43'16" EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 23, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, NORTH 00°39'14" WEST A DISTANCE OF 382.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1970.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 4°07'19" (CHORD = 141.70 FEET, CHORD BEARING = NORTH 01°24'26" EAST) FOR A DISTANCE OF 141.73 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2036.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 3°46'28" (CHORD = 133.71 FEET, CHORD BEARING = NORTH 01°34'51" EAST) FOR A DISTANCE OF 133.73 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH THE NORTH BOUNDARY OF THE AFOREMENTIONED SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23; THENCE SOUTH 89°38'18" WEST ALONG SAID NORTH BOUNDARY AND ALONG THE NORTH BOUNDARY OF THE AFOREMENTIONED SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, A DISTANCE OF 180.53 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, SOUTH 00°39'14" EAST, A DISTANCE OF 280.00 FEET; THENCE NORTH 89°20'48" EAST, A DISTANCE OF 110.39 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2030.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 0°44'18" (CHORD = 26.13 FEET, CHORD BEARING = SOUTH 00°17'07" EAST) FOR A DISTANCE OF 26.13 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°39'14" EAST, A DISTANCE OF 636.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 696.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 18°14'33" (CHORD = 188.86 FEET, CHORD BEARING = SOUTH 09°46'53" EAST) FOR A DISTANCE OF 188.46 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH THE EAST BOUNDARY OF THE AFOREMENTIONED NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26; THENCE DEPARTING SAID CURVE AND ALONG THE SAID EAST BOUNDARY, NORTH 00°39'19" WEST A DISTANCE OF 342.78 FEET TO THE POINT OF BEGINNING.

SECTION B

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Lauren Gentry, Esq.
KE Law Group, PLLC
PO Box 6386
Tallahassee, Florida 32314

**COLLATERAL ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT RIGHTS RELATING TO THE
SERIES 2022 PROJECT**

THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO THE SERIES 2022 PROJECT (“Assignment”) is made this ____ day of _____, 2022, by and between:

YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, with a mailing address of 219 East Livingston Street, Orlando Florida 32801 (the “District”), and

CLAYTON PROPERTIES GROUP, INC. DBA HIGHLAND HOMES, a Tennessee corporation, the primary developer and owner of certain lands within the District, with offices located at 3020 South Florida Avenue, Suite 101, Lakeland, Florida, 33803 and its successors and assigns (the “Landowner” and, together with the District, the “Parties”).

RECITALS

WHEREAS, Landowner is the owner and the developer of that certain real property within the District as more particularly described in **Exhibit A**, attached hereto and incorporated herein (the “Series 2022 Assessment Area”); and

WHEREAS, the District proposes to issue its Yarborough Lane Community Development District Special Assessment Bonds, Series 2022 (Series 2022 Project), in the principal amount of \$_____ (the “Series 2022 Bonds”), to finance certain improvements which will benefit all of Series 2022 Assessment Area; and

WHEREAS, among the security for the repayment of the Series 2022 Bonds are the debt special assessments levied against Series 2022 Assessment Area (the “Series 2022 Special Assessments”); and

WHEREAS, the Parties intend that Series 2022 Assessment Area will be platted and fully developed into a total of 281 single family residential units (the “Lots”), and the Lots will be ultimately owned by homebuilders or end users, unrelated to the Landowner or its affiliated

entities (the “Development Completion”), as contemplated by the *Master Assessment Methodology for Yarborough Lane Community Development District*, dated May 12, 2022, as supplemented by that _____, dated _____, 2022 (together, the “Assessment Report”), all of such Lots and associated improvements being referred to herein as the “Development”; and

WHEREAS, the Development, which is being partially financed with the proceeds of the Series 2022 Bonds is described in the *Engineer’s Report – Yarborough Lane Community Development District*, dated May 2022, as supplemented by that _____, dated _____, 2022 (together, the “Engineer’s Report”), and is referred to as the “Series 2022 Project”: and

WHEREAS, in the event of default in the payment of the Series 2022 Special Assessments securing the Series 2022 Bonds, or in the payment of a True-Up Obligation (as defined in the *Agreement by and between the Yarborough Lane Community Development District and Clayton Properties Group, Inc., Regarding True-Up as to Series 2022 Special Assessments*, dated _____, 2022, or in the event of any other Event of Default (as defined herein), the District requires, in addition to the remedies afforded the District under the *Master Trust Indenture* dated as of _____, 2022 (the “Master Indenture”), as supplemented by that *First Supplemental Trust Indenture* dated as of _____, 2022 (the “First Supplemental Indenture” and, together with the Master Indenture, the “Indenture”), pursuant to which the Series 2022 Bonds are being issued, and the other Agreements being entered into by Landowner concurrent herewith with respect to the Series 2022 Bonds and the Series 2022 Special Assessments (the Indentures and Agreements being referred to collectively as the “Bond Documents”, and such remedies being referred to collectively as the “Remedial Rights”), certain remedies with respect to the Development Rights (defined below) in order to complete or enable a third party to complete development of the Series 2022 Project.

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

1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Assignment.

2. COLLATERAL ASSIGNMENT.

(a) Subject to the terms and conditions of this Assignment, Landowner hereby collaterally assigns to the District, to the extent assignable, all of Landowner’s development rights, permits, entitlements and work product relating to development of Series 2022 Project, and the Landowner’s rights as declarant of any property owner or homeowner association with respect to Series 2022 Project (collectively, the “Development Rights”), as security for Landowner’s payment and performance of all of its obligations arising under the Bond Documents, including, without limitation, payment of the Series 2022 Special Assessments levied against the Series 2022 Project that is owned by Landowner, its successors and assigns, and any True-Up Obligation. The Development Rights shall include, without limitation, the items listed in subsections (i) through (viii) below as they pertain to development of the Series 2022 Project, but shall specifically exclude any portion of the Development Rights which relate

solely to (x) Lots which have been or are conveyed to homebuilders unaffiliated with the Landowner or homebuyers effective as of such conveyance, or (y) any portion of Series 2022 Project which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to Polk County, Florida (the “County”), the District, any utility provider, governmental or quasi-governmental entity, any homeowner’s or property owner’s association or other governing entity or association as may be required by applicable permits, approvals, plats or entitlements or regulations affecting the District, if any, in each case effective as of such transfer, conveyance and/or dedication, as applicable:

(i) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates and development assignments;

(ii) Engineering and construction plans and specifications for grading, roadways, site drainage, storm water drainage, signage, water distribution, wastewater collection, recreational facilities and other improvements;

(iii) Preliminary and final site plans and plats;

(iv) Architectural plans and specifications for recreational buildings and other improvements to the developable property within the District;

(v) Permits, approvals, resolutions, variances, licenses and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the Series 2022 Project or the construction of improvements within the Series 2022 Project or off-site to the extent such off-site improvements are necessary or required to complete the Series 2022 Project;

(vi) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors and suppliers for or relating to the construction of the Series 2022 Project or the construction of improvements within the Series 2022 Project;

(vii) All prepaid impact fees and impact fee credits; and

(viii) All future creations, changes, extensions, revisions, modifications, substitutions and replacements of any of the foregoing.

(b) This Assignment is not intended to and shall not impair or interfere with the development of the Series 2022 Project, including, without limitation, Landowner’s contracts with homebuilders, if any, and end users (collectively, the “Sales Contracts”), and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development Rights, from time to time, only upon the District’s exercise of its rights hereunder upon a failure of Landowner to pay the Series 2022 Special Assessments levied against the portion of Series 2022 Assessment Area owned by the Landowner, from time to time, failure of Landowner to satisfy a True-Up Obligation, or any other Event of Default hereunder. The District shall not be deemed to have assumed any obligations associated with the Development

Rights unless and until the District exercises its rights under this Assignment, and then only to the extent of such exercise.

(c) If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment in full of the principal and interest associated with the Series 2022 Bonds; (ii) Development Completion; (iii) transfer of any Development Rights to the City, the County, the State, the District, any utility provider, any other governmental or quasi-governmental entity or any homeowners' or property owner's association but only to the extent of such transfer; or (iv) transfer of any portion of the Series 2022 Project to an unaffiliated homebuilder or end user but only as to such portion transferred, from time to time.

3. WARRANTIES BY LANDOWNER. Landowner represents and warrants to the District that:

(a) Landowner is not prohibited under any agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment;

(b) No action has been brought or threatened which would in any way interfere with the right of Landowner to execute this Assignment and perform all of Landowner's obligations herein contained; and

(c) Any transfer, conveyance or sale of the Series 2022 Project shall subject any and all affiliates or successors-in-interest of Landowner as to the Series 2022 Project or any portion thereof, to this Assignment to the extent of the portion of the Series 2022 Project so conveyed, except to the extent described in Section 2 above.

4. COVENANTS. Landowner covenants with the District that for so long as this Assignment shall remain in effect pursuant to the terms hereof:

(a) Landowner will use reasonable, good faith efforts to (i) fulfill, perform and observe each and every material condition and covenant of Landowner relating to the Development Rights, and (ii) give notice to District of any default with respect to any of the Development Rights;

(b) The Development Rights include all of Landowner's rights to modify the Development Rights, to terminate the Development Rights and to waive or release the performance or observance of any obligation or condition of the Development Rights; provided, however, that this Assignment does not and shall not (i) pertain to lands outside of the District not relating or necessary to development of the Series 2022 Project, or (ii) limit Landowner's right, from time to time, to modify, waive or release the Development Rights, subject to Section 4(c) below and Landowner's obligations under the Bond Documents; and

(c) Landowner agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then-outstanding Series 2022

Special Assessments or would materially impair or impede the ability to achieve Development Completion.

5. EVENTS OF DEFAULT. Any breach of Landowner's warranties contained in Section 3 hereof, any breach of covenants contained in Section 4 hereof which is not cured within sixty (60) days after receipt of written notice thereof, or any breach of Landowner under any other Bond Documents, which default is not cured within any applicable cure period, will constitute an "Event of Default" under this Assignment.

6. REMEDIES UPON DEFAULT. Upon an Event of Default, or the transfer of title to any portion of the Series 2022 Project owned by Landowner to the District or its designee pursuant to a judgment of foreclosure entered by a court of competent jurisdiction or a deed in lieu of foreclosure to the District or its designee or the acquisition of title to such property through the sale of tax certificates, the District may, as the District's sole and exclusive remedies under this Assignment, take any or all of the following actions, at the District's option:

(a) Perform or cause to be performed any and all obligations of Landowner relating to the Development Rights and exercise or cause to be exercised any and all rights of Landowner therein as fully as Landowner could;

(b) Initiate, appear in, or defend any action arising out of or affecting the Development Rights; and,

(c) Further assign any and all of the Development Rights to a third party acquiring title to the Series 2022 Project or any portion thereof from the District or at a District foreclosure sale.

7. AUTHORIZATION IN EVENT OF DEFAULT. In the Event of Default, Landowner does hereby authorize and shall direct any party to any agreements relating to the Development Rights to tender performance thereunder to the District upon written notice and request from the District. Any such performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Landowner. Notwithstanding the foregoing or anything to the contrary set forth in this Assignment, no exercise by the District or the District's rights under this Assignment shall operate to release Landowner from its obligations under this Assignment.

8. ATTORNEYS' FEES AND COSTS. In the event that any Party is required to enforce this Assignment by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

9. AUTHORIZATION. The execution of this Assignment has been duly authorized by the appropriate body or official of the Parties; the Parties have complied with all the requirements of law; and the Parties have full power and authority to comply with the terms and provisions of this instrument.

10. NOTICES. All notices, requests, consents and other communications under this Assignment (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties at the addresses first set forth above. Except as otherwise provided in this Assignment, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Assignment would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner, respectively. Any Party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days’ written notice to the Parties and addressees set forth in this Assignment.

11. ARM’S LENGTH TRANSACTION. This Assignment has been negotiated fully between the Parties as an arm’s length transaction. Both Parties participated fully in the preparation of this Assignment and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Assignment, both Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

12. THIRD PARTY BENEFICIARIES. The Parties hereto agree that the trustee under the Indenture (the “Trustee”), on behalf of the bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Assignment and entitled to enforce Landowner’s obligations hereunder at the direction of the bondholders owning more than 50% of the aggregate principal amount of the applicable Series 2022 Bonds then outstanding. The Trustee shall not be deemed by virtue of this Assignment to have assumed any obligations or duties.

13. AMENDMENT. This Assignment may be amended by an instrument in writing executed by all of the Parties hereto, but only with the written consent of the Trustee acting at the direction of bondholders owning more than 50% of the aggregate principal amount of the Series 2022 Bonds then outstanding with respect to material amendments.

14. MISCELLANEOUS. Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the singular, and the use of any gender shall include all genders. The terms “person” and “party” shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

15. APPLICABLE LAW AND VENUE. This Assignment and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

Each Party consents that the exclusive venue for any litigation arising out of or related to this Assignment shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

16. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Assignment may be public records and treated as such in accordance with Florida law.

17. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Assignment shall not affect the validity or enforceability of the remaining portions of this Assignment, or any part of this Assignment not held to be invalid or unenforceable.

18. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Assignment shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Assignment shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

19. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Assignment are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Assignment.

20. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Signature pages follow]

IN WITNESS WHEREOF, the Landowner and the District have caused this Assignment to be executed and delivered on the date and year first written above.

WITNESS:

**CLAYTON PROPERTIES GROUP,
INC.,** a Tennessee corporation

[Print Name]

By: D. Joel Adams
Its: Vice President

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by D. Joel Adams, as Vice President of Clayton Properties Group, Inc., on behalf of the company.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

WITNESSES:

**YARBOROUGH LANE COMMUNITY
DEVELOPMENT DISTRICT**

[Print Name]

Milton Andrade
Chairperson, Board of Supervisors

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this ____ day of _____, 2022, by Milton Andrade, as
Chairperson of the Board of Supervisors of Yarborough Lane Community Development District.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

Exhibit A: Legal Description of the Series 2022 Assessment Area

EXHIBIT A- LEGAL DESCRIPTION OF SERIES 2022 ASSESSMENT AREA

LEGAL DESCRIPTION:

PARCEL 1

LOT 40 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, W. F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, FLORIDA, SAID LOT BEING EQUIVALENT TO THE NW 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION, TOWNSHIP AND RANGE. PARCEL ID. 232924-288000-004001 AND 232924-288000-004002.

AND

PARCEL 2

LOT 39 OF W.F. HALLAM & COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, LESS THAT PORTION OF ADDITIONAL ROAD RIGHT-OF-WAY RECORDED FOR CREWS LAKE DRIVE. PARCEL ID. 232924-288000-003900.

AND

PARCEL 3

LOT 41 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, OF W. F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-288000-004100.

AND

PARCEL 4

THE SE 1/4 OF NW 1/4 OF SW 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, ALSO KNOWN AS LOT 42 OF W. F. HALLAM & CO'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 102A OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703. PARCEL ID. 232924-288000-004200.

AND

PARCEL 5

LOTS 55 AND 56 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, OF W. F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102, PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703. PARCEL ID. 232924-288000-005600.

AND

PARCEL 6

THE SW 1/4 OF THE SW 1/4 OF THE SW 1/4 IN SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST OR LOT 57 OF W. F. HALLAM & CO'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 102A, AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-288000-006700.

AND

PARCEL 7

THE SE 1/4 OF THE SW 1/4, LESS THE NE 1/4 OF SE 1/4 OF SW 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-000000-042020.

AND

PARCEL 8

LOT 58, IN SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, W. F. HALLAM & CO.'S CLUB COLONY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102 AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-288000-005801.

AND

PARCEL 9

THE NE 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST, ALL LYING IN POLK COUNTY, FLORIDA. PARCEL ID. 242926-000000-031030.

AND

PARCEL 10

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, LESS RIGHT-OF-WAY, LYING IN POLK COUNTY, FLORIDA. PARCEL ID. 242926-000000-024030.

AND

PARCEL 11

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, LESS ROAD RIGHT-OF-WAY, LYING IN POLK COUNTY, FLORIDA. PARCEL ID. 232924-000000-024050.

AND

PARCEL 12

LOTS 7 AND 8 OF W. F. HALLAM & CO'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 102A, ALSO DESCRIBED AS THE N 1/2 OF THE NW 1/4 OF THE NW 1/4 IN SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS THE NORTH 24.0 FEET OF THE WEST 65.0 FEET OF THE NW 1/4 OF THE NW 1/4 OF THE NW 1/4. PARCEL ID. 202924-288000-000072.

LESS AND EXCEPT

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26, THE SAME ALSO BEING THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26 AND ALSO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23 AND ALSO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE NORTH 89°43'16" EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 23, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, NORTH 00°39'14" WEST A DISTANCE OF 382.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1970.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 4°07'19" (CHORD = 141.70 FEET, CHORD BEARING = NORTH 01°24'26" EAST) FOR A DISTANCE OF 141.73 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2036.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 3°46'28" (CHORD = 133.71 FEET, CHORD BEARING = NORTH 01°34'51" EAST) FOR A DISTANCE OF 133.73 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH THE NORTH BOUNDARY OF THE FOREMENTIONED SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23; THENCE SOUTH 89°38'18" WEST ALONG SAID NORTH BOUNDARY AND ALONG THE NORTH BOUNDARY OF THE FOREMENTIONED SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, A DISTANCE OF 180.53 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, SOUTH 00°39'14" EAST, A DISTANCE OF 280.00 FEET; THENCE NORTH 89°20'48" EAST, A DISTANCE OF 110.39 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2030.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 0°44'18" (CHORD = 26.13 FEET, CHORD BEARING = SOUTH 00°17'07" EAST) FOR A DISTANCE OF 26.13 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°39'14" EAST, A DISTANCE OF 636.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 696.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 18°14'33" (CHORD = 188.86 FEET, CHORD BEARING = SOUTH 09°46'53" EAST) FOR A DISTANCE OF 188.46 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH THE EAST BOUNDARY OF THE FOREMENTIONED NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26; THENCE DEPARTING SAID CURVE AND ALONG THE SAID EAST BOUNDARY, NORTH 00°39'19" WEST A DISTANCE OF 342.78 FEET TO THE POINT OF BEGINNING.

SECTION C

**AGREEMENT BY AND BETWEEN THE YARBOROUGH LANE COMMUNITY
DEVELOPMENT DISTRICT AND CLAYTON PROPERTIES GROUP, INC.
REGARDING THE ACQUISITION OF WORK PRODUCT,
IMPROVEMENTS, AND REAL PROPERTY**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2022, by and between:

YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, with a mailing address of 219 East Livingston Street, Orlando Florida 32801 (the “District”), and

CLAYTON PROPERTIES GROUP, INC. DBA HIGHLAND HOMES, a Tennessee corporation, the primary developer and owner of certain lands within the District, with offices located at 3020 South Florida Avenue, Suite 101, Lakeland, Florida, 33803 and its successors and assigns (the “Landowner” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure, as authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of various infrastructure improvements, facilities, and services (the “Improvements”) within and adjacent to the District, and the anticipated cost thereof, as described in that certain *Engineer’s Report – Yarborough Lane Community Development District*, dated May 2022, as supplemented by that _____, dated _____, 2022 (the “Engineer’s Report”), attached hereto as **Composite Exhibit A** and incorporated herein by reference; and

WHEREAS, the Landowner is the owner and the primary developer of certain lands located within the boundaries of the District known as the Series 2022 Assessment Area in the Engineer’s Report and further described in **Exhibit B** (“Series 2022 Assessment Area”), within which a portion of the Improvements will be located (the “Series 2022 Project”); and

WHEREAS, the District intends to finance all or a portion of the Improvements through the anticipated issuance of its Yarborough Lane Community Development District Special Assessment Bonds, Series 2022 (Series 2022 Project) in the principal amount of \$ _____ (the “Series 2022 Bonds”); and

WHEREAS, because the Series 2022 Bonds have not yet been issued, the District has not had sufficient monies on hand to allow the District to fund the cost of preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related documents which

would allow the timely commencement and completion of construction of the Improvements (the “Work Product”); and

WHEREAS, the District acknowledges the Landowner’s need to have the Improvements constructed in an expeditious and timely manner in order to develop the District lands including the lands encompassing the Series 2022 Project; and

WHEREAS, the District agrees that it will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the Improvements described in **Composite Exhibit A** until such time as the District has closed on the sale of the Series 2022 Bonds; and

WHEREAS, to avoid a delay in the commencement of the construction of the Improvements, the Landowner has advanced, funded, commenced, completed and/or will complete certain work to enable the District to expeditiously provide the Improvements; and

WHEREAS, the District desires to commence the acquisition of certain Work Product and the Improvements, and accept assignment of certain agreements regarding the same; and

WHEREAS, in conjunction with the acquisition of the Work Product and/or Improvements, the Landowner desires to convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct or install the Improvements, if any such conveyances are appropriate, and such conveyances shall be in fee simple, perpetual easement or other interest as may be in the best interests of the District (the “Real Property”); and

WHEREAS, the Landowner and the District desire to enter into this Agreement to set forth the process by which the District may acquire the Work Product, Improvements, and/or Real Property.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

SECTION 2. WORK PRODUCT. The District agrees to pay the lesser of actual cost incurred by the Landowner or fair market value, for preparation of the Work Product in accordance with the provisions of this Agreement. The Landowner shall provide copies of any and all invoices, bills, receipts or other evidence of costs incurred by the Landowner for the Work Product. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date as the Parties may jointly agree upon (the “Acquisition Date”). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement. The District Engineer shall review all evidence of cost and shall certify to the

District's Board of Supervisors (the "Board") the total actual amount of cost, which, in the District Engineer's sole opinion, is reasonable for the Work Product. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the trustee for the Series 2022 Bonds (the "Trustee"). In the event that the Landowner disputes the District Engineer's opinion as to cost, the District and the Landowner agree to use good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third-party engineer whose decision as to any such dispute shall be binding upon the Parties. Such decision by a third-party engineer shall be set forth in an Engineer's Affidavit which shall accompany the requisition for the funds from the Trustee. The Parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction of the Improvements.

A. The Landowner agrees to convey to the District, and solely to the extent permitted by the terms of the Work Product, the Work Product upon payment of the sums determined to be acceptable by the District Engineer and approved by the District's Board pursuant to and as set forth in this Agreement.

B. The Landowner agrees to release to the District all right, title and interest which the Landowner may have in and to the above described Work Product, as well as all common law, statutory and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums and media, now known or hereinafter devised; provided, however, that the District agrees and acknowledges that the Landowner shall retain the right, title and interest to use the Work Product, and the District shall grant the Landowner a license to use the Work Product to the extent reasonably required by the Landowner in connection with the ownership, construction, development and management of the Series 2022 Project or other lands owned by Landowner to which such Work Product pertains. To the extent determined necessary by the District, the Landowner shall use commercially reasonable efforts to obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering or other professional services.

C. Except as otherwise separately agreed by the Parties with respect to any particular acquisition of Work Product, and without intending to modify any of the other terms of this Agreement, any conveyance of Work Product shall be on an "AS-IS" basis, and without any representation or warranty from the Landowner to the District in respect thereto.

D. The Landowner agrees to make reasonable good faith efforts, but without imposing any requirement on Landowner to pay for additional warranty rights on behalf of the District, to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the Parties hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report.

E. The District agrees to allow the Landowner access to and use of the Work Product without the payment of any fee by the Landowner. However, to the extent the Landowner's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Landowner agrees to pay such cost or expense.

SECTION 3. IMPROVEMENTS. The Landowner has expended certain funds on behalf of the District relating to the Improvements. The District agrees to acquire or otherwise reimburse the Landowner for those portions of the Improvements which have been commenced or completed prior to the issuance of the Series 2022 Bonds. When a portion of the Improvements is ready for conveyance by the Landowner to the District, the Landowner shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. Landowner agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid; (ii) instruments of conveyance such as special warranty bills of sale or such other instruments as may be reasonably requested by the District; and (iii) any other releases, indemnifications, or documentation as may be reasonably requested by the District. Any real property interests necessary for the functioning of the Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 5 herein. The District Engineer in consultation with District Counsel shall determine in writing whether the infrastructure to be conveyed is a part of the Improvements contemplated by the Engineer's Report, and if so, shall provide Landowner with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process described in Section 2 above. The District Manager shall determine, in writing, whether the District has, based on the Landowner's estimate of cost, sufficient unencumbered funds to acquire the improvement.

A. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third-party governmental entity, then the Landowner agrees to cooperate and provide such certifications, warranties, representations or other items as may be required by that governmental entity, if any.

B. The District Engineer shall certify as to the actual cost of any improvement built or constructed by or at the direction of the Landowner, and the District shall pay no more than the actual cost incurred, or the fair market value of the improvement, whichever is less, as determined by the District Engineer.

C. The Landowner agrees to cooperate in the transfer of any permits to the District or another governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.

D. Nothing herein shall require the District to accept any Work Product and/or Improvements unless the District Engineer, in his or her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are as set forth in the Engineer's Report; (ii) the price for such

Work Product and/or Improvements is equal to or less than each of (a) the cost actually paid to develop and/or install the Work Product and/or Improvements by the Landowner and (b) the reasonable fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

SECTION 4. ASSIGNMENT OF CONTRACTS. The District may accept the assignment of certain contracts. Such acceptance is predicated upon: (i) each contractor providing a bond in the form and manner required by Section 255.05, *Florida Statutes*, or the Landowner providing adequate alternative security in compliance with Section 255.05, *Florida Statutes*, if required; and (ii) receipt by the District of a release from each general contractor acknowledging each assignment and the validity thereof, acknowledging the furnishing of the bond or other security required by Section 255.05, *Florida Statutes*, if any, and waiving any and all claims against the District arising as a result of or connected with such assignment. Until such time as the Series 2022 Bonds are actually issued, the Landowner agrees to provide such funds as are needed by the District to make all payments for any such assigned contracts when and as needed by the District.

SECTION 5. CONVEYANCE OF REAL PROPERTY.

A. Conveyance. In the event that real property interests are to be conveyed by the Landowner and acquired by the District in connection with the acquisition of the Improvements, and as mutually agreed upon by the District and the Landowner, then in such event, the Landowner agrees that it will convey to the District at or prior to the Acquisition Date by a special warranty deed, or non-exclusive easement, as reasonably acceptable to the District together with a metes and bounds or other legal description, the Real Property upon which the Improvements are constructed or which are necessary for the operation and maintenance of, and access to the Improvements. The Parties agree that in no event shall the purchase price for the Real Property exceed the lesser of the actual cost to the Landowner or the value of an appraisal obtained by the District for this purpose. The Parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District. The District may determine in its reasonable discretion that fee title is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems reasonably acceptable. Such special warranty deed or other instrument shall be subject to a reservation by Landowner of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the development) not inconsistent with the District's use, occupation or enjoyment thereof. The Landowner shall pay the cost for recording fees and

documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Landowner shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Landowner conveys said lands to the District. At the time of conveyance, the District may require, at Landowner's expense, an owner's title insurance policy in a form satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such lands, the District shall not be required to accept such conveyance of Real Property and/or any related Improvements or Work Product.

B. *Boundary or Other Adjustments.* Landowner and the District agree that reasonable future boundary adjustments may be made as deemed necessary and approved by both Parties in order to accurately describe lands conveyed to the District and lands which remain in Landowner's ownership; provided, however, that such future boundary adjustments shall not affect the ability of the Landowner to have the lots developed. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs.

SECTION 6. TAXES, ASSESSMENTS, AND COSTS.

A. *Taxes and Assessments on Property Being Acquired.* The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Landowner agrees to place in escrow with the Polk County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Landowner agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.

2. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

B. *Notice.* The Parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in Subsection A above. The Landowner covenants to make any payments due hereunder in

a timely manner in accordance with Florida law. In the event that the Landowner fails to make timely payment of any such taxes or costs, the Landowner acknowledges the District's right to make such payment. If the District makes such payment, the Landowner agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

C. *Tax liability not created.* Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Landowner or the District. Furthermore, the Parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

SECTION 7. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS. The District and Landowner hereby agree that an acquisition by the District may be completed prior to the District obtaining proceeds from the Series 2022 Bonds (the "Prior Acquisitions"). The District agrees to pursue the issuance of the Series 2022 Bonds in good faith and, within thirty (30) days from the issuance of such Series 2022 Bonds, to make payment for any Prior Acquisitions completed pursuant to the terms of this Agreement; provided, however, that in the event Bond Counsel determines that any such Prior Acquisitions are not properly compensable for any reason, including, but not limited to, federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Prior Acquisitions. Interest shall not accrue on the amounts owed for any Prior Acquisitions. In the event the District does not or cannot issue the Series 2022 Bonds within five (5) years from the date of this Agreement, and, thus does not make payment to the Landowner for the Prior Acquisitions, the Parties agree that the District shall have no reimbursement obligation whatsoever. The Landowner acknowledges that the District intends to convey some or all of the Improvements to the State of Florida, the City of Davenport, Polk County and consents to the District's conveyance of such improvements prior to payment for any Prior Acquisitions.

SECTION 8. DEFAULT. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance, but excluding special, consequential or punitive damages.

SECTION 9. INDEMNIFICATION. For all actions or activities which occur prior to the date of the acquisition of the relevant Real Property, Improvement or Work Product hereunder, the Landowner agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, the use by the Landowner, its officers, agents, employees, invitees or affiliates, of the Real Property, Improvement or Work Product, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of

the claim, suit, etc.; provided, however, that the Landowner shall not indemnify the District for a default by the District under this Agreement or the use of such Real Property, Improvement or Work Product by the District, its engineers, employees, contractors or such persons' or entities' negligence.

SECTION 10. ENFORCEMENT OF AGREEMENT. In the event that any Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution or appellate proceedings.

SECTION 11. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the District and the Landowner relating to the subject matter of this Agreement.

SECTION 12. AMENDMENTS. This Agreement shall constitute the entire agreement between the Parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of all Parties, and with regards to material amendments, with the prior written consent of the Trustee for the Series 2022 Bonds acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2022 Bonds then outstanding.

SECTION 13. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Landowner. The District and the Landowner have complied with all the requirements of law. The District and the Landowner have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 14. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to the District: Yarborough Lane Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

B. If to Landowner: Clayton Properties Group, Inc.
c/o Highland Homes
3020 South Florida Avenue, Suite 101
Lakeland, Florida, 33803

Attn: D. Joel Adams

With a copy to:

Johnson Pope Bokor Ruppel & Burns, LLP
401 East Jackson Street, Suite 3100
Tampa, Florida 33602
Attn: T. Luke Markham

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner. Any Party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth in this Agreement.

SECTION 15. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Landowner as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party hereto.

SECTION 16. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Landowner any right, remedy or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors and assigns. Notwithstanding the foregoing, nothing in this paragraph shall be construed as impairing or modifying the rights of any bondholders of Series 2022 Bonds issued by the District for the purpose of acquiring any Work Product, Improvements and/or Real Property. Also notwithstanding anything herein to the contrary, the Trustee for the Series 2022 Bonds, on behalf of the owners of the Series 2022 Bonds, shall be a direct third-party beneficiary acting at the direction of the bondholders owning more than 50% of an aggregate principal amount of the applicable Series 2022 Bonds then outstanding, be entitled to cause the District to enforce the Landowner's obligations hereunder.

SECTION 17. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either Party only upon the written consent of the other, which consent shall not be unreasonably withheld, and the Trustee acting on behalf of the Bondholders owning a majority of the

aggregate principal amount of the Series 2022 Bonds then outstanding. Such consent shall not be required in the event of a sale of the majority of the Series 2022 Project then-owned by the Landowner pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Landowner under this Agreement. Upon the merger, amendment or name change of the District, the Agreement will be assumed by operation of law by the District's successor in interest and no consent to such assumption shall be required.

SECTION 18. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

SECTION 19. EFFECTIVE DATE. This Agreement shall be effective upon its execution by the District and the Landowner.

SECTION 20. TERMINATION. This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Series 2022 Bonds within five (5) years from the date of this Agreement.

SECTION 21. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

SECTION 22. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 23. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 24. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 25. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Parties execute this Agreement the date and year first written above.

ATTEST:

**YARBOROUGH LANE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Milton Andrade
Chairperson, Board of Supervisors

WITNESS:

**CLAYTON PROPERTIES GROUP,
INC.,** a Tennessee corporation

[Print Name]

By: D. Joel Adams
Its: Vice President

Comp. Exhibit A: *Engineer's Report – Yarborough Lane Community Development District, dated May 2022, as supplemented by that Supplemental Engineer's Report, dated January 29, 2021*

Exhibit B: Legal Description of Series 2022 Assessment Area

EXHIBIT A – ENGINEER’S REPORT

EXHIBIT B: LEGAL DESCRIPTION OF ASSESSMENT AREA ONE

SECTION D

**AGREEMENT BY AND BETWEEN THE YARBOROUGH LANE
COMMUNITY DEVELOPMENT DISTRICT AND
CLAYTON PROPERTIES GROUP, INC., REGARDING
THE COMPLETION OF CERTAIN IMPROVEMENTS**

(SERIES 2022 PROJECT)

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of ____, 2022, by and between:

YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Davenport, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the “District”), and

CLAYTON PROPERTIES GROUP, INC. DBA HIGHLAND HOMES, a Tennessee corporation, the primary developer and owner of certain lands within the District, with offices located at 3020 South Florida Avenue, Suite 101, Lakeland, Florida, 33803 and its successors and assigns (the “Landowner” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by the County Commission of Polk County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including stormwater management facilities, water and sewer utilities, roadways, irrigation, off-site improvements, landscape and hardscape, street lighting, parks and recreation and other infrastructure within or without the boundaries of the District, as described in that Engineer’s Report, as defined below (collectively, the “Improvements”); and

WHEREAS, Landowner is the owner and the primary developer of certain lands within the District (the “Series 2022 Assessment Area”), described in **Exhibit A**, which will be subject to the proposed issuance of the Series 2022 Bonds, defined herein; and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction and installation of certain infrastructure improvements, facilities and services as described in the *Engineer’s Report – Yarborough Lane Community Development District*, dated May 2022, as supplemented by that _____, dated _____, 2022, attached to this Agreement as **Composite Exhibit B** (together, the “Engineer’s Report”), which describes the first phase of the Improvements (the “Series 2022 Project”); and

WHEREAS, the District intends to finance all or a portion of the Series 2022 Project through the anticipated issuance of its Yarborough Lane Community Development District Special Assessment Bonds, Series 2022 (Series 2022 Project), in the principal amount of \$_____ (the “Series 2022 Bonds”); and

WHEREAS, the District intends to levy debt service special assessments (the “Series 2022 Special Assessments”) on the lands within the Series 2022 Assessment Area, to secure the Series 2022 Bonds, as described in **Composite Exhibit B**; and

WHEREAS, Landowner has requested that the District limit the amount of debt service special assessments imposed by allowing the Landowner to directly fund a portion of the Series 2022 Project; and

WHEREAS, Landowner has agreed to complete or cause funds to be provided to the District to complete the portion of the Series 2022 Project, as set forth in the Engineer’s Report, not funded by proceeds of the Series 2022 Bonds; and

WHEREAS, in consideration of the District limiting the amount of Series 2022 Special Assessments levied on the Series 2022 Assessment Area, Landowner has requested that the District enter into this Agreement and to provide the terms and conditions under which the Series 2022 Project shall be completed; and

WHEREAS, in order to ensure that the Series 2022 Project is completed and funding is available in a timely manner to provide for its completion, Landowner and the District hereby agree that the District will be obligated to issue no more than \$_____ in Series 2022 Bonds to fund the Series 2022 Project, and that Landowner will complete or will make provision for additional funds that may be needed in the future for the completion of the Series 2022 Project, over and above the amount of the Series 2022 Bonds including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs.

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

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

2. COMPLETION OF IMPROVEMENTS. Landowner and the District agree and acknowledge that the District’s proposed Series 2022 Bonds will provide only a portion of the funds necessary to complete the Series 2022 Project. Therefore, Landowner hereby agrees to complete the Series 2022 Project or cause such funds to be provided to the District in an amount sufficient to allow the District to complete those portions of the Series 2022 Project which may remain unfunded including, but not limited to, all administrative, legal, warranty, engineering,

permitting or other related soft costs (collectively, the “Remaining Improvements”), whether pursuant to existing contracts, including change orders thereto, or future contracts.

(a) Subject to Existing Contract. When all or any portion of the Remaining Improvements are subject to an existing District contract, the Landowner shall provide funds directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.

(b) Not Subject to Existing Contract. When any portion of the Remaining Improvements is not the subject of an existing District contract, the Landowner may choose to complete, cause to be completed, or provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements, subject to a formal determination by the District that the option selected by the Landowner will not materially and adversely impact the District.

Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements. The Parties hereby acknowledge and agree that the District’s execution of this Agreement constitutes the manner and means by which any and all portions of the Remaining Improvements are to be funded and completed. Notwithstanding the foregoing, in the event the Landowner, either jointly or individually, fails to timely provide funds or to complete the Remaining Improvements, the District may exercise its authority to issue additional bonds, notes or similar obligations, and certify for collection additional special assessments in an amount sufficient to complete the Remaining Improvements.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS.

(a) The District and Landowner agree and acknowledge that the exact location, size, configuration and composition of the Series 2022 Project may change from that described in the Engineer’s Report depending upon final design of the development, permitting or other regulatory requirements over time or other factors. Material changes to the Series 2022 Project shall be made by a written amendment to the Engineer’s Report, which shall include an estimate of the cost of the changes. Material changes to the Series 2022 Project shall require the prior written consent of the Trustee acting on behalf and at the direction of the bondholders owning more than 50% of an aggregate principal amount of the applicable Series 2022 Bonds then outstanding.

(b) The District and Landowner acknowledge and agree that the provision of funds under this Agreement or the completion of the Remaining Improvements will be considered a contribution in lieu of the imposition of debt special assessments upon Series 2022 Bonds benefitted by the Series 2022 Project.

(c) (i) The Landowner agrees that all developable lands within Series 2022 Assessment Area, including Landowner’s property, benefit from the timely design, construction, or acquisition of the Series 2022 Project.

(ii) Landowner agrees that the Series 2022 Special Assessments which were imposed on the lands within the Series 2022 Assessment Area, have been validly imposed and constitute valid, legal and binding liens upon the Series 2022 Assessment Area, which Series 2022 Special Assessments remain unsatisfied.

(d) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by Landowner of its obligations hereunder are expressly subject to, dependent and conditioned upon (a) the issuance of \$_____ par amount of Series 2022 Bonds and use of the proceeds thereof to fund a portion of the Series 2022 Project, and (b) the scope, configuration, size and/or composition of the Series 2022 Project not materially changing without the consent of Landowner. Such consent is not necessary, and Landowner must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the Series 2022 Project is materially changed in response to a requirement imposed by a regulatory agency.

4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by any Party under this Agreement shall entitle the others to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance, but excluding special, consequential or punitive damages. Except as expressly otherwise provided in this Agreement, the District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Except as expressly otherwise provided in this Agreement, nothing contained in this Agreement shall limit or impair the District's right to protect its rights under this Agreement from interference by a third party.

5. ENFORCEMENT OF AGREEMENT. If any Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

6. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all Parties hereto, but only with the written consent of the Trustee acting at the direction of the bondholders owning more than 50% of an aggregate principal amount of the Series 2022 Bonds then outstanding, with respect to material amendments.

7. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Landowner, both the District and Landowner have complied with all the requirements of law, and both the District and Landowner have full power and authority to comply with the terms and provisions of this Agreement.

8. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

(a) If to the District: Yarborough Lane Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

(b) If to Landowner: Clayton Properties Group, Inc.
c/o Highland Homes
3020 South Florida Avenue, Suite 101
Lakeland, Florida, 33803
Attn: D. Joel Adams

With a copy to: Johnson Pope Bokor Ruppel & Burns, LLP
401 East Jackson Street, Suite 3100
Tampa, Florida 33602
Attn: T. Luke Markham

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for each Party may deliver Notice on behalf of such Party. Any Party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

9. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and Landowner as an arm's length transaction. Both Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either Party.

10. THIRD-PARTY BENEFICIARIES. Except as otherwise provided in this Section 10 with respect to Trustee, this Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Except as otherwise provided in this Section 10 with respect to Trustee, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the Parties hereto any right, remedy or claim under or by reason of

this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Landowner and the respective representatives, successors and assigns of each. Notwithstanding anything herein to the contrary, the Trustee for the Series 2022 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce the obligations of Landowner hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

11. ASSIGNMENT. No Party hereto may assign this Agreement or any monies to become due hereunder without the prior written approval of the other Parties and the Trustee acting on behalf and at the direction of the bondholders owning more than 50% of an aggregate principal amount of the applicable Series 2022 Bonds then outstanding.

12. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

13. EFFECTIVE DATE. This Agreement shall be effective upon execution by all Parties hereto.

14. PUBLIC RECORDS. Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

15. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

16. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the Parties execute this Agreement on the date and year first written above.

ATTEST:

**YARBOROUGH LANE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Milton Andrade
Chairperson, Board of Supervisors

WITNESS:

**CLAYTON PROPERTIES GROUP,
INC.,** a Tennessee corporation

[Print Name]

By: D. Joel Adams
Its: Vice President

Exhibit A: Legal Description of Series 2022 Assessment Area
Comp. Exhibit B: *Engineer's Report – Yarborough Lane Community Development District,
dated May 2022, as supplemented by that _____*

EXHIBIT A - LEGAL DESCRIPTION OF SERIES 2022 ASSESSMENT AREA

LEGAL DESCRIPTION:

PARCEL 1

LOT 40 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, W. F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, FLORIDA, SAID LOT BEING EQUIVALENT TO THE NW 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION, TOWNSHIP AND RANGE. PARCEL ID. 232924-288000-004001 AND 232924-288000-004002.

AND

PARCEL 2

LOT 39 OF W.F. HALLAM & COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, LESS THAT PORTION OF ADDITIONAL ROAD RIGHT-OF-WAY RECORDED FOR CREWS LAKE DRIVE. PARCEL ID. 232924-288000-003900.

AND

PARCEL 3

LOT 41 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, OF W. F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-288000-004100.

AND

PARCEL 4

THE SE 1/4 OF NW 1/4 OF SW 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, ALSO KNOWN AS LOT 42 OF W. F. HALLAM & CO'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 102A OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703. PARCEL ID. 232924-288000-004200.

AND

PARCEL 5

LOTS 55 AND 56 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, OF W. F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102, PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703. PARCEL ID. 232924-288000-005600.

AND

PARCEL 6

THE SW 1/4 OF THE SW 1/4 OF THE SW 1/4 IN SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST OR LOT 57 OF W. F. HALLAM & CO'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 102A, AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-288000-006700.

AND

PARCEL 7

THE SE 1/4 OF THE SW 1/4, LESS THE NE 1/4 OF SE 1/4 OF SW 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-000000-042020.

AND

PARCEL 8

LOT 58, IN SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, W. F. HALLAM & CO'S CLUB COLONY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102 AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-288000-005801.

AND

PARCEL 9

THE NE 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST, ALL LYING IN POLK COUNTY, FLORIDA. PARCEL ID. 242926-000000-031030.

AND

PARCEL 10

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, LESS RIGHT-OF-WAY, LYING IN POLK COUNTY, FLORIDA. PARCEL ID. 242926-000000-024030.

AND

PARCEL 11

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, LESS ROAD RIGHT-OF-WAY, LYING IN POLK COUNTY, FLORIDA. PARCEL ID. 232924-000000-024050.

AND

PARCEL 12

LOTS 7 AND 8 OF W. F. HALLAM & CO'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 102A, ALSO DESCRIBED AS THE N 1/2 OF THE NW 1/4 OF THE NW 1/4 IN SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS THE NORTH 24.0 FEET OF THE WEST 66.0 FEET OF THE NW 1/4 OF THE NW 1/4 OF THE NW 1/4. PARCEL ID. 202924-288000-000072.

LESS AND EXCEPT

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26, THE SAME ALSO BEING THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26 AND ALSO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23 AND ALSO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE NORTH 89°43'16" EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 23, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, NORTH 00°39'14" WEST A DISTANCE OF 382.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1970.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 4°07'19" (CHORD = 141.70 FEET, CHORD BEARING = NORTH 01°24'26" EAST) FOR A DISTANCE OF 141.73 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2036.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 3°46'28" (CHORD = 133.71 FEET, CHORD BEARING = NORTH 01°34'51" EAST) FOR A DISTANCE OF 133.73 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH THE NORTH BOUNDARY OF THE FOREMENTIONED SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23; THENCE SOUTH 89°38'18" WEST ALONG SAID NORTH BOUNDARY AND ALONG THE NORTH BOUNDARY OF THE FOREMENTIONED SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, A DISTANCE OF 180.53 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, SOUTH 00°39'14" EAST, A DISTANCE OF 280.00 FEET; THENCE NORTH 89°20'48" EAST, A DISTANCE OF 110.39 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2030.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 0°44'18" (CHORD = 26.13 FEET, CHORD BEARING = SOUTH 00°17'07" EAST) FOR A DISTANCE OF 26.13 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°39'14" EAST, A DISTANCE OF 636.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 696.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 18°14'33" (CHORD = 188.86 FEET, CHORD BEARING = SOUTH 09°46'53" EAST) FOR A DISTANCE OF 188.46 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH THE EAST BOUNDARY OF THE FOREMENTIONED NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26; THENCE DEPARTING SAID CURVE AND ALONG THE SAID EAST BOUNDARY, NORTH 00°39'19" WEST A DISTANCE OF 342.78 FEET TO THE POINT OF BEGINNING.

SECTION E

This instrument was prepared by and
upon recording should be returned to:

Lauren Gentry, Esq.
KE Law Group, PLLC
PO Box 6386
Tallahassee, Florida 32314

**DECLARATION OF CONSENT TO JURISDICTION OF
YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT
AND TO IMPOSITION OF SERIES 2022 SPECIAL ASSESSMENTS**

CLAYTON PROPERTIES GROUP, INC. DBA HIGHLAND HOMES, a Tennessee corporation (the “Landowner”), is the owner of those lands as more particularly described in **Exhibit A** attached hereto (the “Property,” also known as the “Series 2022 Assessment Area”), located within the boundaries of the Yarborough Lane Community Development District (the “District”). The Landowner, intending that it and its successors in interest and assigns shall be legally bound by this Declaration and Consent, hereby declares, acknowledges and agrees as follows:

1. The District is, and has been at all times, on and after May 3, 2022, a legally created duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (the “Act”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the County Commission of Polk County, Florida (the “County”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance No. 2022-031, enacted by the County and effective as of May 3, 2022, was duly and properly adopted by the County in compliance with all applicable requirements of law; (c) the members of the Board of Supervisors of the District (the “Board”) were and are duly and properly designated and/or elected pursuant to the Act to serve in their official capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from May 3, 2022, to and including the date of this Declaration.

2. The Landowner, for itself and its heirs, successors and assigns, hereby confirms and agrees, that the debt special assessments (the “Series 2022 Special Assessments”) imposed by, but not limited to, Resolutions 2022-27, 2022-28, 2022-36, and 2022-__ (collectively, the “Assessment Resolutions”) have been duly adopted by the Board, and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, that the District has taken all action necessary to levy and impose the Series 2022 Special Assessments, and the Series 2022 Special Assessments are legal, valid and binding first liens upon the Property co-equal with the lien of all state, county, city, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner, for itself and its heirs, successors and assigns, hereby waives the right granted in Chapter 170.09, *Florida Statutes*, to prepay the Series 2022 Special Assessments without interest within thirty (30) days after the improvements are completed, in consideration of the rights granted by the District to prepay the Series 2022 Special Assessments in full at any time or in part one time, but with interest, under the circumstances set forth in the Assessment Resolutions of the District levying the Series 2022 Special Assessments.

4. The Landowner hereby expressly acknowledges, represents and agrees that (i) the Series 2022 Special Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of the Yarborough Lane Community Development District Special Assessment Bonds, Series 2021 (Series 2022 Project), in the principal amount of \$ _____ (the "Series 2022 Bonds"), or securing payment thereof and all other documents and certifications relating to the issuance of the Series 2022 Bonds (the "Financing Documents"), are valid and binding obligations enforceable in accordance with their terms; (ii) there are no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Series 2022 Special Assessments or claims of invalidity, deficiency or unenforceability of the Series 2022 Special Assessments and Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); (iii) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (iv) to the extent Landowner fails to timely pay any Series 2022 Special Assessments collected by mailed notice of the District, such unpaid Series 2022 Special Assessments and future Series 2022 Special Assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the Series 2022 Special Assessments is available from the District Manager (Governmental Management Services – Central Florida, LLC), 219 E. Livingston Street, Orlando, Florida 32801.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

EFFECTIVE THIS ____ day of _____, 2022.

IN WITNESS WHEREOF, Landowner and the District have caused this Declaration and Consent to be executed and delivered on the date and year first written above.

WITNESS:

**CLAYTON PROPERTIES GROUP,
INC.,** a Tennessee corporation

[Print Name]

By: D. Joel Adams
Its: Vice President

[Print Name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by D. Joel Adams, as Vice President of Clayton Properties Group, Inc., on behalf of the company.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT A – LEGAL DESCRIPTION OF SERIES 2022 ASSESSMENT AREA

LEGAL DESCRIPTION:

PARCEL 1

LOT 40 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, W. F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, FLORIDA, SAID LOT BEING EQUIVALENT TO THE NW 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION, TOWNSHIP AND RANGE. PARCEL ID. 232924-288000-004001 AND 232924-288000-004002.

AND

PARCEL 2

LOT 39 OF W.F. HALLAM & COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, LESS THAT PORTION OF ADDITIONAL ROAD RIGHT-OF-WAY RECORDED FOR CREWS LAKE DRIVE. PARCEL ID. 232924-288000-003900.

AND

PARCEL 3

LOT 41 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, OF W. F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-288000-004100.

AND

PARCEL 4

THE SE 1/4 OF NW 1/4 OF SW 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, ALSO KNOWN AS LOT 42 OF W. F. HALLAM & CO'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 102A OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703. PARCEL ID. 232924-288000-004200.

AND

PARCEL 5

LOTS 55 AND 56 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, OF W. F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102, PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703. PARCEL ID. 232924-288000-005600.

AND

PARCEL 6

THE SW 1/4 OF THE SW 1/4 OF THE SW 1/4 IN SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST OR LOT 57 OF W. F. HALLAM & CO'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 102A, AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-288000-006700.

AND

PARCEL 7

THE SE 1/4 OF THE SW 1/4, LESS THE NE 1/4 OF SE 1/4 OF SW 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-000000-042020.

AND

PARCEL 8

LOT 58, IN SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, W. F. HALLAM & CO.'S CLUB COLONY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102 AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-288000-005801.

AND

PARCEL 9

THE NE 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST, ALL LYING IN POLK COUNTY, FLORIDA. PARCEL ID. 242926-000000-031030.

AND

PARCEL 10

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, LESS RIGHT-OF-WAY, LYING IN POLK COUNTY, FLORIDA. PARCEL ID. 242926-000000-024030.

AND

PARCEL 11

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, LESS ROAD RIGHT-OF-WAY, LYING IN POLK COUNTY, FLORIDA. PARCEL ID. 232924-000000-024050.

AND

PARCEL 12

LOTS 7 AND 8 OF W. F. HALLAM & CO'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 102A, ALSO DESCRIBED AS THE N 1/2 OF THE NW 1/4 OF THE NW 1/4 IN SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS THE NORTH 24.0 FEET OF THE WEST 65.0 FEET OF THE NW 1/4 OF THE NW 1/4 OF THE NW 1/4. PARCEL ID. 202924-288000-000072.

LESS AND EXCEPT

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26, THE SAME ALSO BEING THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26 AND ALSO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23 AND ALSO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE NORTH 89°43'16" EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 23, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, NORTH 00°39'14" WEST A DISTANCE OF 382.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1970.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 4°07'19" (CHORD = 141.70 FEET, CHORD BEARING = NORTH 01°24'26" EAST) FOR A DISTANCE OF 141.73 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2036.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 3°46'28" (CHORD = 133.71 FEET, CHORD BEARING = NORTH 01°34'51" EAST) FOR A DISTANCE OF 133.73 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH THE NORTH BOUNDARY OF THE FOREMENTIONED SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23; THENCE SOUTH 89°38'18" WEST ALONG SAID NORTH BOUNDARY AND ALONG THE NORTH BOUNDARY OF THE FOREMENTIONED SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, A DISTANCE OF 180.53 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, SOUTH 00°39'14" EAST, A DISTANCE OF 280.00 FEET; THENCE NORTH 89°20'48" EAST, A DISTANCE OF 110.39 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2030.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 0°44'18" (CHORD = 26.13 FEET, CHORD BEARING = SOUTH 00°17'07" EAST) FOR A DISTANCE OF 26.13 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°39'14" EAST, A DISTANCE OF 636.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 696.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 18°14'33" (CHORD = 188.86 FEET, CHORD BEARING = SOUTH 09°46'53" EAST) FOR A DISTANCE OF 188.46 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH THE EAST BOUNDARY OF THE FOREMENTIONED NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26; THENCE DEPARTING SAID CURVE AND ALONG THE SAID EAST BOUNDARY, NORTH 00°39'19" WEST A DISTANCE OF 342.78 FEET TO THE POINT OF BEGINNING.

SECTION F

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Roy Van Wyk, Esq.
HOPPING GREEN & SAMS, PA
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

**YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF LIEN OF SPECIAL ASSESSMENTS FOR
SPECIAL ASSESSMENT BONDS, SERIES 2021
(SERIES 2022 PROJECT)**

PLEASE TAKE NOTICE that the Board of Supervisors of the Yarborough Lane Community Development District (the “District”) in accordance with Chapters 170, 190, and 197, *Florida Statutes*, adopted Resolution Numbers 2022-27, 2022-28, 2022-36, and 2022-___ (the “Assessment Resolutions”), confirming and certifying the lien of non ad-valorem special assessments on certain real property located within the boundaries of the District that will be specially benefitted by the Series 2022 Project described in such Assessment Resolutions. Said assessments are pledged to secure the Yarborough Lane Community Development District Special Assessment Bonds, Series 2021 (Series 2022 Project) (“Series 2022 Bonds”). The legal description of the lands on which said special assessments are imposed is attached to this Notice (“Notice”), as **Exhibit A**. The special assessments are imposed on benefitted property within the District as described in the *Master Assessment Methodology for Yarborough Lane Community Development District*, dated May 12, 2022, (“Master Report”), as supplemented by the _____, dated _____ (the “Supplemental Report” and together with Master Report, the “Assessment Report”), approved by the District. A copy of the Assessment Report and the Assessment Resolutions may be obtained by contacting the District at: Yarborough Lane Community Development District, c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801; Ph: (407) 841-5524. The non ad-valorem special assessments provided for in the Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and these non-ad valorem special assessments constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to

all other liens, titles, and claims. The District may collect assessments on any of the lands described in the attached **Exhibit A** by any method authorized by law, which method may change from year to year.

The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

THE LIEN FOR THE SPECIAL ASSESSMENTS IS STATUTORY AND NO FILING IS NECESSARY IN ORDER TO PERFECT OR PROVIDE RECORD NOTICE THEREOF. THIS NOTICE IS FOR INFORMATION PURPOSES. IN ADDITION TO THE MINUTES, RECORDS AND OTHER MATERIAL OF THE DISTRICT AVAILABLE FROM THE DISTRICT, THIS ALSO CONSTITUTES A LIEN OF RECORD FOR PURPOSES OF SECTION 197.573 OF THE FLORIDA STATUTES AND ALL OTHER APPLICABLE PROVISIONS OF THE FLORIDA STATUTES AND ANY OTHER APPLICABLE LAW.

[Signature Page Follows]

IN WITNESS WHEREOF, this Notice has been executed and effective as of the _____ day of _____, 2022, and recorded in the Official Records of Polk County, Florida.

Attest:

**YARBOROUGH LANE
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Milton Andrade
Chairperson, Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, by Milton Andrade as Chairperson of Yarborough Lane Community Development District.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT A: Legal Description of Series 2022 Assessment Area

EXHIBIT A
Legal Description of Series 2022 Assessment Area

LEGAL DESCRIPTION:

PARCEL 1

LOT 40 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, W. F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, FLORIDA, SAID LOT BEING EQUIVALENT TO THE NW 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION, TOWNSHIP AND RANGE. PARCEL ID. 232924-288000-004001 AND 232924-288000-004002.

AND

PARCEL 2

LOT 39 OF W.F. HALLAM & COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, LESS THAT PORTION OF ADDITIONAL ROAD RIGHT-OF-WAY RECORDED FOR CREWS LAKE DRIVE. PARCEL ID. 232924-288000-003900.

AND

PARCEL 3

LOT 41 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, OF W. F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-288000-004100.

AND

PARCEL 4

THE SE 1/4 OF NW 1/4 OF SW 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, ALSO KNOWN AS LOT 42 OF W. F. HALLAM & CO'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 102A OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703. PARCEL ID. 232924-288000-004200.

AND

PARCEL 5

LOTS 55 AND 56 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, OF W. F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102, PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703. PARCEL ID. 232924-288000-005600.

AND

PARCEL 6

THE SW 1/4 OF THE SW 1/4 OF THE SW 1/4 IN SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST OR LOT 57 OF W. F. HALLAM & CO'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 102A, AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-288000-006700.

AND

PARCEL 7

THE SE 1/4 OF THE SW 1/4, LESS THE NE 1/4 OF SE 1/4 OF SW 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-000000-042020.

AND

PARCEL 8

LOT 58, IN SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, W. F. HALLAM & CO.'S CLUB COLONY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102 AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-288000-005801.

AND

PARCEL 9

THE NE 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST, ALL LYING IN POLK COUNTY, FLORIDA. PARCEL ID. 242926-000000-031030.

AND

PARCEL 10

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, LESS RIGHT-OF-WAY, LYING IN POLK COUNTY, FLORIDA. PARCEL ID. 242926-000000-024030.

AND

PARCEL 11

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, LESS ROAD RIGHT-OF-WAY, LYING IN POLK COUNTY, FLORIDA. PARCEL ID. 232924-000000-024050.

AND

PARCEL 12

LOTS 7 AND 8 OF W. F. HALLAM & CO'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 102A, ALSO DESCRIBED AS THE N 1/2 OF THE NW 1/4 OF THE NW 1/4 IN SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS THE NORTH 24.0 FEET OF THE WEST 66.0 FEET OF THE NW 1/4 OF THE NW 1/4 OF THE NW 1/4. PARCEL ID. 202924-288000-000072.

LESS AND EXCEPT

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26, THE SAME ALSO BEING THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26 AND ALSO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23 AND ALSO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE NORTH 89°43'16" EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 23, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, NORTH 00°39'14" WEST A DISTANCE OF 382.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1970.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 4°07'19" (CHORD = 141.70 FEET, CHORD BEARING = NORTH 01°24'26" EAST) FOR A DISTANCE OF 141.73 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2036.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 3°46'28" (CHORD = 133.71 FEET, CHORD BEARING = NORTH 01°34'51" EAST) FOR A DISTANCE OF 133.73 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH THE NORTH BOUNDARY OF THE FOREMENTIONED SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23; THENCE SOUTH 89°38'18" WEST ALONG SAID NORTH BOUNDARY AND ALONG THE NORTH BOUNDARY OF THE FOREMENTIONED SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, A DISTANCE OF 180.53 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, SOUTH 00°39'14" EAST, A DISTANCE OF 280.00 FEET; THENCE NORTH 89°20'48" EAST, A DISTANCE OF 110.39 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2030.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 0°44'18" (CHORD = 26.13 FEET, CHORD BEARING = SOUTH 00°17'07" EAST) FOR A DISTANCE OF 26.13 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°39'14" EAST, A DISTANCE OF 636.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 696.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 18°14'33" (CHORD = 188.86 FEET, CHORD BEARING = SOUTH 09°46'53" EAST) FOR A DISTANCE OF 188.46 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH THE EAST BOUNDARY OF THE FOREMENTIONED NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26; THENCE DEPARTING SAID CURVE AND ALONG THE SAID EAST BOUNDARY, NORTH 00°39'19" WEST A DISTANCE OF 342.78 FEET TO THE POINT OF BEGINNING.

SECTION G

RESOLUTION 2022-41

[2022 BONDS] [SUPPLEMENTAL ASSESSMENT RESOLUTION, WITH DELEGATION OF AUTHORITY]

A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (SERIES 2022 PROJECT) ("2022 BONDS"); MAKING CERTAIN ADDITIONAL FINDINGS AND CONFIRMING AND/OR ADOPTING A ENGINEER'S REPORT AND A SUPPLEMENTAL ASSESSMENT REPORT; DELEGATING AUTHORITY TO PREPARE FINAL REPORTS AND UPDATE THIS RESOLUTION; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE BONDS; ADDRESSING THE ALLOCATION AND COLLECTION OF THE ASSESSMENTS SECURING THE 2022 BONDS; ADDRESSING PREPAYMENTS; ADDRESSING TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Yarborough Lane Community Development District ("**District**") has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the issuance of bonds secured by the imposition of special assessments on benefited property within the District; and

WHEREAS, the District's Board of Supervisors ("**Board**") has previously adopted, after proper notice and public hearing, Resolution No. 2022-36 ("**Master Assessment Resolution**"), relating to the imposition, levy, collection and enforcement of such special assessments, and establishing a master lien over the property within the District, which lien remains inchoate until the District issues bonds, as provided in the Master Assessment Resolution; and

WHEREAS, the Master Assessment Resolution provides that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution may be adopted to set forth the specific terms of the bonds and certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, and the application of receipt of any true-up proceeds; and

WHEREAS, on August 11, 2022, and in order to finance all or a portion of what is known as the Series 2022 Project, as defined herein, the District adopted Resolution 2022-__ ("**Delegated Award Resolution**"), which authorized the District to enter into a *Bond Purchase Contract* and sell its Special Assessment Revenue Bonds, Series 2022 (Series 2022 Project) ("**2022 Bonds**") within certain parameters set forth in the Delegated Award Resolution; and

WHEREAS, the District intends to secure the 2022 Bonds by levying debt service special assessments ("**2022 Assessments**") pursuant to the terms of the Master Assessment Resolution, and in accordance with the supplemental trust indenture applicable to the 2022 Bonds; and

WHEREAS, pursuant to and consistent with the Master Assessment Resolution and Delegated Award Resolution, the District desires to authorize the finalization of its 2022 Assessments, among other actions.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

1. **INCORPORATION OF RECITALS.** All of the above representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

2. **AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, *Florida Statutes*, and the Master Assessment Resolution.

3. **ADDITIONAL FINDINGS; ADOPTION OF ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT.** The Board hereby finds and determines as follows:

- a. The *Engineer's Report*, dated May, 2022, as further amended and supplemented from time to time, attached to this Resolution as **Exhibit A ("Engineer's Report")**, identifies and describes, among other things, the presently expected components and estimated costs of the District's master Capital Improvement Plan (the portion to be financed with the 2022 Bonds being the "**Series 2022 Project**"). The District hereby confirms that the Series 2022 Project serves a proper, essential and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed in substantial form. The District authorizes and ratifies its use in connection with the sale of the 2022 Bonds, subject to any changes deemed necessary under Section 4.a herein.
- b. The *First Supplemental Assessment Methodology (Assessment Area One) for Yarborough Lane Community Development District*, dated _____, attached to this Resolution as **Exhibit B ("Supplemental Assessment Report")**, applies the *Master Assessment Methodology for Yarborough Lane Community Development District*, dated May 12, 2022, ("**Master Assessment Report**") to the Series 2022 Project and the actual terms of the 2022 Bonds. The Supplemental Assessment Report is hereby approved, adopted and confirmed in substantial form. The District authorizes and ratifies its use in connection with the sale of the 2022 Bonds, subject to any changes deemed necessary under Section 4.a. herein.
- c. Generally speaking, and subject to the terms of **Exhibit A** and **Exhibit B**, the Series 2022 Project benefits all developable property within the Series 2022 Assessment Area, as further described in **Exhibit C** attached hereto ("**Assessment Area**"). Moreover, the benefits from the Series 2022 Project funded by the 2022 Bonds equal or exceed the amount of the special assessments ("**2022 Assessments**"), as described in **Exhibit B**, and such the 2022 Assessments are fairly and reasonably allocated across the Series 2022 Assessment Area . It is reasonable, proper, just and right to assess the portion of the costs of the Series 2022 Project to be financed with the 2022 Bonds to the specially

benefited properties within the Assessment Area as set forth in Master Assessment Resolution and this Resolution.

4. **CONFIRMATION OF MAXIMUM ASSESSMENT LIEN SECURING THE 2022 BONDS; DELEGATION OF AUTHORITY FOR DISTRICT STAFF TO ISSUE FINAL REPORTS AND UPDATE THIS RESOLUTION.** As provided in the Master Assessment Resolution, this Resolution is intended to set forth the terms of the 2022 Bonds and the final amount of the lien of the 2022 Assessments. In connection with the closing on the sale of the 2022 Bonds, District Staff is authorized to:

- a. Prepare final versions of the Engineer's Report and Supplemental Assessment Report attached hereto as **Exhibit A** and **Exhibit B**, respectively, to incorporate final pricing terms and make such other revisions as may be deemed necessary, provided however that:
 - i. the 2022 Assessments shall be levied and imposed within the parameters of the Master Assessment Resolution and Delegated Award Resolution,
 - ii. the final versions shall be approved by the Chairperson or, in the Chairperson's absence, the Vice Chairperson, and in the absence or unavailability of the Vice Chairman, any other member of the Board, and
 - iii. the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of assessments pledged to the issuance of the 2022 Bonds, which amount shall be consistent with the lien imposed by the Master Assessment Resolution, shall all be as set forth in the final Supplemental Assessment Report.
- b. After pricing, attach a **Composite Exhibit D** to this Resolution showing: (i) Maturities and Coupon of 2022 Bonds, (ii) Sources and Uses of Funds for 2022 Bonds, and (iii) Annual Debt Service Payment Due on 2022 Bonds; and
- c. Upon closing on the District's 2022 Bonds, the District's Secretary is hereby authorized and directed to record a Notice of 2022 Assessments in the Official Records of Polk County, Florida, or such other instrument evidencing the actions taken by the District. The lien of the 2022 Assessments shall be the principal amount due on the 2022 Bonds, together with interest and collection costs, and other pledged revenues as set forth in the applicable indenture(s), and shall cover all developable acreage within the Assessment Area, as further provided in the Series 2022 Assessment Roll included in the Supplemental Assessment Report, and as such land is ultimately defined and set forth in site plans or other designations of developable acreage. To the extent that land is added to the District and made subject to the master assessment lien described in the Master Assessment Report, the District may, by supplemental resolution at a regularly noticed meeting and without the need for a public hearing on reallocation, determine such land to be benefitted by the Series 2022 Project and reallocate the 2022 Assessments securing the 2022 Bonds in order to impose 2022 Assessments on the newly added and benefitted property.

5. **ALLOCATION AND COLLECTION OF THE 2022 ASSESSMENTS.**

- a. The 2022 Assessments shall be allocated in accordance with **Exhibit B** and the Master Assessment Report. The final Supplemental Assessment Report shall reflect the actual terms of the issuance of the 2022 Bonds. The 2022 Assessments shall be paid in not more than thirty (30) years of installments of principal and interest.
- b. The District hereby certifies the 2022 Assessments for collection and authorizes and directs staff to take all actions necessary to meet the time and other deadlines imposed for collection by Polk County and other Florida law. The District's Board each year shall adopt a resolution addressing the manner in which the 2022 Assessments shall be collected for the upcoming fiscal year. The decision to collect 2022 Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect the 2022 Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

6. **IMPACT FEE CREDITS.** In lieu of receiving impact fee credits (if any) from any public improvements financed by the District, the District may elect to receive a contribution of infrastructure, reduce the cost of acquiring the improvements, or otherwise address the credits, as set forth in any applicable *Acquisition Agreement* between the District and the project developer.

7. **PREPAYMENT OF 2022 ASSESSMENTS.** Any owner of property subject to the 2022 Assessments may, at its option, pre-pay the entire amount of the 2022 Assessments any time, or a portion of the amount of the 2022 Assessments up to two (2) times (or as otherwise provided by the Supplemental Indenture for the 2022 Bonds), plus any applicable interest (as provided for in the Supplemental Indenture for the 2022 Bonds), attributable to the property subject to the 2022 Assessments owned by such owner. In connection with any prepayment of 2022 Assessments, the District may grant a discount equal to all or part of the payee's proportionate share of financing costs (e.g., reserves) to the extent such discounts are provided for under the applicable trust indenture. Except as otherwise set forth herein, The terms of the Master Assessment Resolution addressing prepayment of assessments shall continue to apply in full force and effect.

8. **APPLICATION OF TRUE-UP PAYMENTS.** The terms of the Master Assessment Resolution addressing True-Up Payments, as defined therein, shall continue to apply in full force and effect.

9. **IMPROVEMENT LIEN BOOK.** Immediately following the closing on the District's 2022 Bonds, the 2022 Assessments as reflected herein shall be recorded by the Secretary of the Board in the District's Improvement Lien Book. The 2022 Assessments shall be and shall remain a legal, valid and binding first lien against all benefitted property as described in **Exhibit B** until paid and such lien shall be coequal with the lien of all state, Brevard, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

10. **ADDITIONAL AUTHORIZATION.** The Chairman, the Secretary, and all other Supervisors, officers and staff of the District are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the 2022 Bonds, and final levy of the 2022 Assessments, and the consummation of all transactions in connection therewith, including

the execution of all certificates, documents, papers, notices, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the this Resolution. The Vice Chairman is hereby authorized to act in the stead of the Chairman in any undertaking authorized or required of the Chairman hereunder, and in the absence of the Chairman and Vice Chairman, any other member of the District's Board of Supervisors is so authorized, and any Assistant Secretary is hereby authorized to act in the stead of the Secretary in any undertaking authorized or required of the Secretary hereunder.

11. **CONFLICTS.** This Resolution is intended to supplement the Master Assessment Resolution, which remains in full force and effect and is applicable to the 2022 Bonds except as modified herein. This Resolution and the Master Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution, provided however that to the extent of any conflict, this Resolution shall control. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

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

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

APPROVED and **ADOPTED** this 11th day of August, 2022.

ATTEST:

**YARBOROUGH LANE
COMMUNITY DEVELOPMENT DISTRICT**

Secretary

Chairperson

Exhibit A: *Engineer's Report, dated May, 2022*
Exhibit B: *First Supplemental Assessment Methodology (Assessment Area One) for Yarrowborough Lane Community Development District, dated August 11, 2022*
Exhibit C: Legal Description of the Assessment Area
Comp. Exhibit D: Maturities and Coupon of 2022 Bonds
Sources and Uses of Funds for 2022 Bonds
Annual Debt Service Payment Due on 2022 Bonds

EXHIBIT A

Engineer's Report

Yarborough Lane Community Development District

Polk County/ Crews Lake Drive and Yarborough Lane

May 2022

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Kimley»Horn

A series of overlapping, rounded geometric shapes in shades of gray, dark gray, and maroon, arranged in a fan-like pattern pointing towards the bottom right corner of the page.

Yarborough Lane Community Development District

Engineer's Report

1. Introduction

A. Description of the Yarborough Lane Community Development District

The Yarborough Lane Planned Development is proposed to be served by the Yarborough Lane Community Development District (the "District") and is located within portions of Sections 23 and 26, Township 29 South, Range 24 East in Polk County, Florida. The District is bounded on the North by Crews Lake Drive on the West by the proposed Yarborough Lane extension and undeveloped lands, on the East by existing subdivisions and undeveloped lands, and on the South by Windmeadows South subdivision. A location map is included as Exhibit "A" along with the District boundary as Exhibit "B". The proposed capital improvement plan for the District includes various community infrastructure improvements necessary to serve development of residential and open areas within the District and includes drainage facilities, conservation areas, amenities and related improvements as indicated in Tables 2 and 3 (together, the "Master Project"). Unit 1 provides the land use category breakdowns.

The Planned Development was approved for a 558 lot residential community to include open areas, conservation area, community clubhouse area and open space recreation area. The project will contain 558 single family lots with 154-40 feet wide lots, 320-50 feet wide lots, and 84-60 feet wide lots. See Exhibit "C" for phasing breakdown of lots and lot sizes.

Table 1

Summary of Land Uses Proposed Yarborough Lane Community Development District

Land Use	Gross Acres (Phases I & II)	Percentage (Phases I & II)
Single Family	86.8	55.2%
Wetlands	8.2	5.2%
Recreation/Buffer	26.4	16.5%
Right of Way	24.8	15.8%
Drainage Facilities	10.8	7.3%
Total	157.0	100%

B. Purpose and Scope of Report

The purpose and scope of this report is to provide a description of the District and capital improvements to be constructed and financed by the District. The District's financial advisor will develop the financing and assessment methodology.

District Boundary And Property

A. District Boundary

Exhibit "B" delineates the proposed District, which consists of approximately 157 acres. The District is bounded by Polk County roadways on the North and Northeast and a combination of developed subdivisions and undeveloped lands on the South and East.

B. Description of Property

The District property is located within Polk County in Sections 23 and 26, Township 29 South, Range 24 East. The District falls within the Touchstone Planned Development approved by the County, and is zoned residential.

The existing land slopes to the south and southeast towards various existing wetlands within and bounding the District. The remaining undeveloped areas are former citrus groves and grass-covered areas with soils ranging from very poorly drained to excessively drained. Existing water table levels range from being above ground to depths greater than 10 feet.

C. Existing Infrastructure

The District is located within the Polk County Utilities (PCU) service area. On Ronald Reagan Parkway, PCU has an existing 12-inch potable water main and is currently constructing a 30-inch wastewater force main as part of their capital improvements plan. Connection for these services for the Phase I portion of the project has been approved through the normal permitting process with PCU.

Polk County's Northeast Regional Wastewater Treatment Facility will provide sewage treatment to the District.

Ronald Reagan Parkway is an existing two lane paved County roadway. The District's existing access point will be relocated to the west and will include turn and deceleration lanes consistent with Polk County criteria.

The District is located within the franchise areas of Progress Energy, Bright House Networks Cable, and Verizon. Service is available from these providers and they are expected to serve the District throughout development.

2. Proposed District Infrastructure

Summary of Proposed District Infrastructure

The District Master Project will be completed as indicated in Exhibit C and will generally consist of the following categories:

- Roadways
- Utilities
- Earthwork/Demolition
- Storm Water Management
- Landscaping/Pedestrian Improvements
- Signage/Lighting
- Conservation

A. Roadways

The roadways within the District will consist of two-lane sections constructed to provide access to all of the proposed land uses within the District's boundaries. Construction will include the addition of turn lanes on Crews Lake Drive, as required by Polk County as conditions of approval of the project. The roads will be constructed by the District and dedicated as public right of way. All roads within the District will be open and available to the general public.

Yarborough Lane will be constructed with a cross-section consistent with the County's requirements for a collector road and extend along the District's western boundary.

The roadways will be constructed in accordance with Polk County and Florida Department of Transportation standards. Typically, the roads will consist of asphalt, limerock and stabilized subbase with curb. The right of way design will include sidewalks, lighting, landscaping and utilities such as water, sewer and drainage. It is anticipated that the roadways will provide ingress and egress for the entire District and the residents within the District will generate the vast majority of the trips anticipated for the roadways.

Site grading including preparation of roadway areas for installation of paving construction has been partially completed. Construction of limerock roadway sub-base and asphalt paving will be initiated once all grading work has been completed.

B. Utilities

The utilities within the District will consist of potable water, wastewater collection and transmission, reclaimed water, irrigation system and conduit. Costs for conduit to be used by private utilities such as electric, cable, gas and communication lines have not been included as CDD costs. The utility systems will be designed in accordance with the applicable standards of each type of system. Potable water will be designed to Polk County Utilities (PCU) specifications as well as the Polk County Health Department, and the wastewater system will be designed to Polk County Utilities standards as well as the Florida Department of Environmental Protection. Polk County Utilities has allocated the capacity to provide water and wastewater treatment services to the District, with the PD approval and with the final construction plan approval that is pending.

The potable water lines will typically run within the right of way of all the roadways and at build out will provide a complete interconnected network of water lines. At build out the water lines will connect along Crews Lake Drive. Fire hydrants will be installed according to Polk County Fire Codes at one thousand-foot intervals or four hundred feet to each structure.

The wastewater lines will consist of manholes and gravity PVC lines within the roadway rights-of-way. These will convey sewage flow to a lift station. The pump station will then pump the wastewater via PVC force main to the existing Polk County Utilities force main/sewage collection system on Crews Lake Drive. When constructed the wastewater lines will provide service to lots and parcels within the District. Polk County is working on force main upgrades along Crews Lake Drive that will likely require Developer participation prior to the final phase.

C. Earthwork

The District consists of undulating and rolling terrain which will require earthwork moving operations in order to construct roadways and storm water management facilities. The material excavated will be moved and shaped to allow for controlled slopes within the District boundaries.

D. Storm Water Management

The District storm water management system will consist of detention ponds, inlets, pipes, swales, berms, and control structures. The storm water management system will be designed in accordance with standards set by Polk County and the SWFWMD. A system of inlets, pipes, swales and berms will convey the runoff into detention ponds throughout the District's boundaries. The detention ponds will treat and attenuate the runoff to required standards prior to discharging to offsite properties and conveyance systems. Surface water permitting is required for the District through Polk County Engineering and SWFWMD. As described in Section 5 below, the Southwest Florida Water Management District will issue an Environmental Resource Permit for the construction.

E. Landscaping/Pedestrian Improvements/Amenities

Landscaping is proposed throughout the District boundaries in right of ways, open space areas, and boundary buffers. The landscaping will consist of shrub and tree planting as well as a variety of plants and material. Incorporated with the landscape improvements will also be pedestrian improvements such as sidewalks. Construction of sidewalks and other pedestrian improvements will be performed after the roadways are complete, and installation of landscape improvements will occur near the time of project construction completion. Amenities are to include recreation area with clubhouse and activities within open space area.

F. Signage and Lighting

Signage and lighting improvements will be needed within the District's boundaries marking the entrance way, roadways and points of interest. Lighting will be constructed in pedestrian and parking areas and will be maintained by the District or by agreement with Lakeland Electric. No construction has begun on the signage and lighting systems.

G. Conservation and Mitigation

Conservation of wetland areas and associated upland buffers have been approved for specified areas throughout the District as part of the SWFWMD permitting process. Additionally, relocation of gopher tortoises will be permitted prior to construction and relocated accordingly. These areas are proposed for passive use and will be maintained by the District; all such areas will be open and available to the general public.

A description of the ownership and maintenance of the proposed infrastructure is provided in Table 2 below.

Table 2
Infrastructure Ownership & Maintenance

Infrastructure	Ownership	Maintenance
Roadways	Yarborough Lane CDD	Yarborough Lane CDD
Roadways	Polk County/CDD	Polk County/CDD
Drainage Structures and Retention Ponds	Yarborough Lane CDD	Yarborough Lane CDD
Water and Sewer	Polk Co. Utilities	Polk Co. Utilities
Street Lighting	Yarborough Lane CDD	Yarborough Lane CDD/ Lakeland Electric
Landscape, Open Space, and Irrigation	Yarborough Lane CDD	Yarborough Lane CDD
Amenities/Recreation	Yarborough Lane CDD	Yarborough Lane CDD

3. Opinion of Preliminary Probable Construction Costs

A summary of the opinion of the probable costs for the District infrastructure is noted in Table 3. The opinion of costs has assumed 2021 fees for design and construction of the anticipated improvements. Fluctuations do occur with material costs, permitting and design constraints that could impact the estimates. The costs do not include legal, administrative or financial services necessary to operate and maintain the District. Earthwork costs

included in this report are those costs associated with earthmoving on CDD land, utilities and for storm water management purposes and not for private development or lot purposes.

It is the professional opinion of Kimley-Horn and Associates, Inc. that the preliminary probable costs are reasonable based on the information available and the anticipated quality and quantity of work described.

Table 3
Summary of Preliminary Probable Capital Costs for Master Project of the Proposed Yarborough Lane Community Development District

Category	Cost
Stormwater Management System	\$ 3,500,000
Roadways	\$ 7,500,000
Water & Wastewater Systems	\$ 4,000,000
Street Lighting and Conduit	\$ 800,000
Entry Feature, Landscape, Irrigation	\$ 800,000
Parks and Amenities	\$ 2,500,000
Offsite Improvements*	\$ 1,800,000
Professional Services	\$ 750,000
Contingency	\$ 3,350,000
Total	\$ 25,000,000

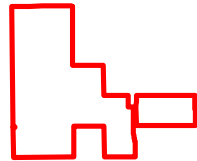
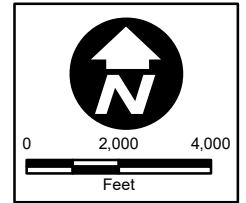
4. List of Approvals to Date

For Entire Project:

- Polk County Board of County Commissioners approved the establishment of the Community Development District on May of 2022.
- Polk County Board of County Commissioners approved LDPD-2021-17, Planned Development on September 22, 2021.
- National Pollutant Discharge Elimination System (NPDES) permit pertaining to methods that attempt to reduce the transmission of construction related silt to adjacent properties. Application has not been made for this permit.
- Southwest Florida Water Management District Environmental Resource Permit pertaining to the proposed storm water management systems. Application is pending for this permit.

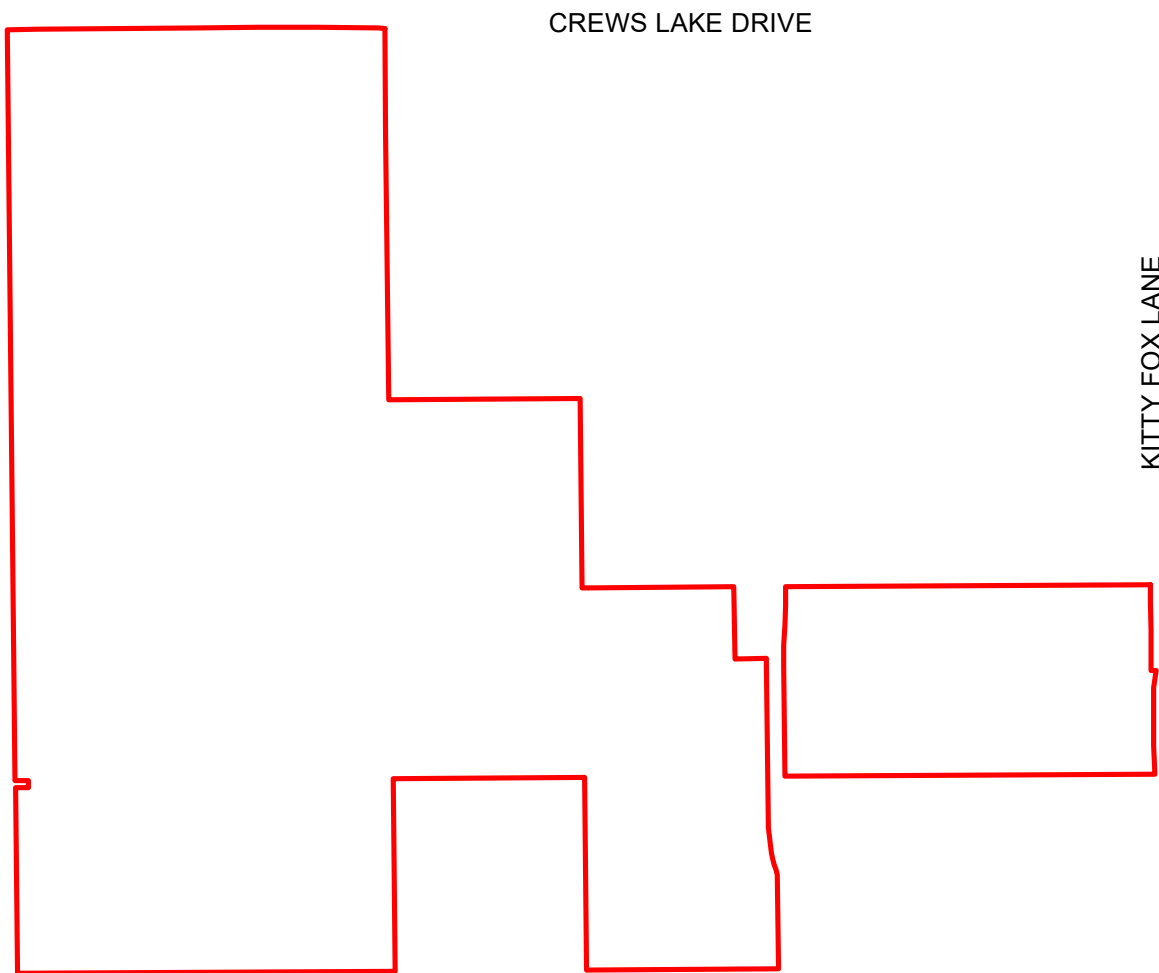
- Polk County Utilities construction permit to allow the construction of domestic wastewater and public water systems. Application is pending for this permit.
- Polk County Development Review Committee construction permit which grants permission for construction of improvements under County jurisdiction. Application is pending for this permit.
- Florida Department of Environmental Protection permit for a domestic wastewater collection/transmission system. Application is pending for this permit.
- Polk County Health Department permit for the construction of public water systems. Application is pending for this permit.

Note that all permits noted as not yet applied for or otherwise pending are expected to be obtained in the ordinary course of development.



Legend

 Project Boundary



 District Boundary 157 Acres

PHASE 1
 40' LOTS=75
 50' LOTS=177
 60' LOTS=29
 PHASE 2
 40' LOTS=79
 50' LOTS=143
 60' LOTS=55

TOTAL 40' LOTS=154 (28%)
 TOTAL 50' LOTS=320 (57%)
 TOTAL 60' LOTS=84 (15%)

TOTAL NUMBER OF LOTS = 558 (100%)

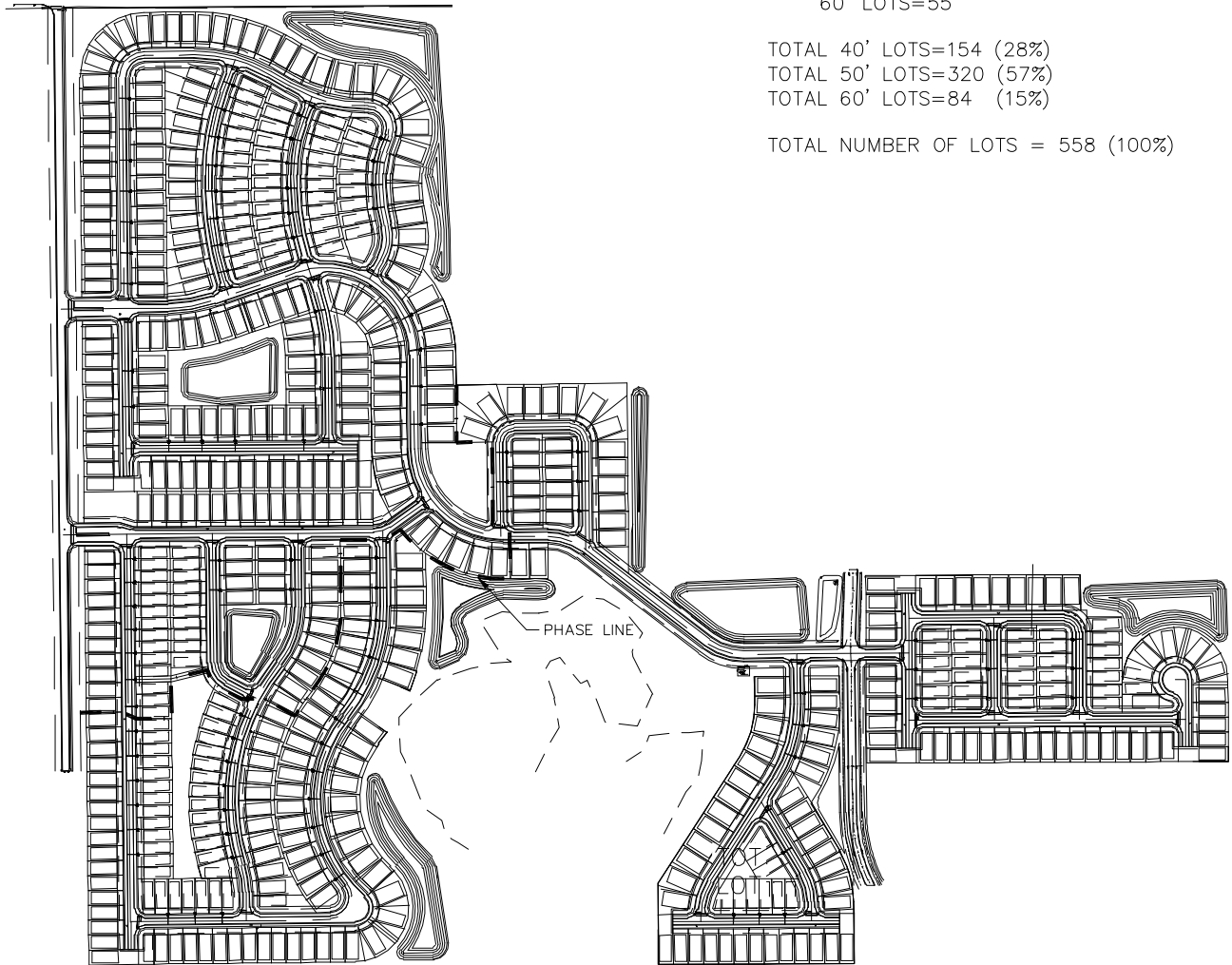


EXHIBIT B

**FIRST SUPPLEMENTAL
ASSESSMENT METHODOLOGY
(ASSESSMENT AREA ONE)**

FOR

**YARBOROUGH LANE
COMMUNITY DEVELOPMENT DISTRICT**

Date: August 11, 2022

Prepared by

**Governmental Management Services - Central Florida, LLC
219 E. Livingston Street
Orlando, FL 32801**



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GMS-CF, LLC does not represent the Yarborough Lane Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Yarborough Lane Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

The Yarborough Lane Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes (the “District”), as amended. The District plans to issue up to \$5,925,000 of tax exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements within the District, more specifically described in the Master Engineer’s Report dated May 12, 2022 prepared by Kimley-Horn and Associates, Inc. as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of public infrastructure improvements consisting of improvements that benefit property owners within the District.

1.1 Purpose

This First Supplemental Assessment Methodology Report (the “Assessment Report”) supplements the Master Assessment Methodology dated May 12, 2022 (“Master Methodology”). This Assessment Report provides for an assessment methodology for allocating the debt to be incurred by the District to benefiting properties within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the District’s capital improvement plan which improvements are generally described in the Engineer’s Report (“CIP”). This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

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

1.2 Background

The District currently includes approximately 157 acres and envisions 558 residential units within unincorporated Polk County, Florida. The development program for the District’s Assessment Area One currently envisions 281 residential units. The proposed development program for Assessment Area One is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified accordingly.

The public improvements contemplated by the District in the CIP will provide facilities that benefit certain property within the District. The CIP is delineated in the Engineer's Report. Specifically, the District will construct and/or acquire certain stormwater management system, roadways, water & wastewater systems, street lighting and conduit, entry feature, landscape & irrigation, parks and amenities, offsite improvements, professional fees, and contingency. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

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

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the assessable property, 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 Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to the assessable property within the District. The implementation of the CIP enables properties within its boundaries to be developed. Without the District's CIP, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

There is no doubt that the general public and property owners outside the District will benefit from the provision of the District's CIP. However, these benefits will be incidental to the District's CIP, which is designed solely to meet the needs of property within the District. Properties outside the District boundaries do not depend upon the District's CIP. The property owners within the District are therefore receiving special benefits not received by those outside the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

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

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated to the properties being assessed.

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

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District are greater than the costs associated with providing these benefits. The District Engineer estimates that the District's CIP that is necessary to support full development of property will cost approximately \$25,000,000. The District's Underwriter projects that financing costs required to fund a portion of the infrastructure improvements, including project costs, the cost of issuance of the Bonds, the funding of debt service reserves and capitalized interest, will be approximately \$5,925,000. Additionally, funding required to complete the CIP, which is not financed with Bonds, will all or a portion of be funded by Developer. Without the CIP, the property would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District is planning to issue up to \$5,925,000 in Bonds to fund a portion of the District's CIP, provide for capitalized interest, a debt service reserve account and cost of issuance. It is the purpose of this Assessment Report to allocate the \$5,925,000 in debt to the properties benefiting from the CIP.

Table 1 identifies the proposed land uses as identified by the Developer and current landowners of the land within the District. The District has relied on the Engineer's Report to develop the costs of the CIP needed to support the Development, these construction costs are outlined in Table 2. The improvements needed to support the Development are described in detail in the Engineer's Report and are estimated to cost \$25,000,000. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate funds to pay for a portion of the CIP and related costs was determined by the District's Underwriter to total approximately \$5,925,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan is completed. The CIP funded by District Bonds benefits all developable acres within the District.

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

Once platting or the recording of declaration of condominium, ("Assigned Properties") has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive on a first platted, first assigned basis. The Unassigned Properties, defined as property that has not been platted, assigned development rights or subjected to a declaration of condominium, will continue to be assessed on a per acre basis ("Unassigned Properties"). Eventually the development plan for Assessment Area One will be completed and the debt relating to the Bonds will be allocated to the planned 281 residential units, which benefit from the CIP, as depicted in Table 5 and Table 6. If there are changes to the development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0

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

2.3 Allocation of Benefit

The CIP consists of stormwater management system, roadways, water & wastewater systems, street lighting and conduit, entry feature, landscape & irrigation, parks and amenities, offsite improvements, professional fees, and contingency. There are three residential product type(s) within the planned development. The Single Family 50' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the improvements on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed CIP will provide several types of systems, facilities and services for its residents. These include stormwater management system, roadways, water & wastewater systems, street lighting and conduit, entry feature, landscape & irrigation, parks and amenities, offsite improvements, professional fees, and contingency. These improvements accrue in

differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

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

For the provision of CIP, the special and peculiar benefits are:

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

These special and peculiar benefits are real and ascertainable, but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

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

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the District's CIP have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

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

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed CIP is developed or acquired and financed by the District.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the Developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Property. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, at the time Unassigned Properties become Assigned Properties, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the proposed plat, or site plan approval. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no adjustment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding Bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

4.0 Assessment Roll

The District will initially distribute the liens across the property within the District boundaries on a gross acreage basis. As Assigned Property becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit first platted, first assigned basis, as shown in Table 6. If the land use plan changes, then the District will update Table 6 to reflect the changes. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. At this time the debt associated with the District's CIP will be distributed evenly across the acres of the District. As the development process occurs, the debt will be distributed against the Assigned Property in the manner described in this Assessment Report. The current assessment roll is depicted in Table 7.

TABLE 1
YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
FIRST SUPPLEMENTAL ASSESSMENT METHODOLOGY (ASSESSMENT AREA ONE)

Product Types	Phase 1	ERUs per Unit (1)	Total ERUs	ERU % Per Product Type
Single Family 40'	75	0.8	60	22.08%
Single Family 50'	177	1.0	177	65.12%
Single Family 60'	29	1.2	35	12.80%
Total Units	281		272	

(1) Benefit is allocated on an ERU basis; based on density of planned development, with a Single Family 50' unit equal to 1 ERU

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 2
YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT
INFRASTRUCTURE COST ESTIMATES
FIRST SUPPLEMENTAL ASSESSMENT METHODOLOGY (ASSESSMENT AREA ONE)

Capital Improvement Plan ("CIP") (1)	Total Cost Estimate
Stormwater Management System	\$3,500,000
Roadways	\$7,500,000
Water & Wastewater Systems	\$4,000,000
Street Lighting and Conduit	\$800,000
Entry Feature, Landscape, Irrigation	\$800,000
Parks and Amenities	\$2,500,000
Offsite Improvements	\$1,800,000
Professional Services	\$750,000
Contingency	\$3,350,000
Total	\$25,000,000

(1) A detailed description of these improvements is provided in the Master Engineer's Report dated May 12, 2022

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
FIRST SUPPLEMENTAL ASSESSMENT METHODOLOGY (ASSESSMENT AREA ONE)

Description	Total
Construction Funds	\$5,321,181
Debt Service Reserve	\$203,850
Capitalized Interest	\$81,469
Underwriters Discount	\$118,500
Cost of Issuance	\$200,000
Par Amount*	\$5,925,000

Bond Assumptions:

Average Coupon	5.50%
Amortization	30 years
Capitalized Interest	3 Months
Debt Service Reserve	50% of Max Annual D/S
Underwriters Discount	2%

* Par amount is subject to change based on the actual terms at the sale of the Bonds

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF BENEFIT
FIRST SUPPLEMENTAL ASSESSMENT METHODOLOGY (ASSESSMENT AREA ONE)

Allocation of Benefit**

Product Types	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product	Improvement Costs Per Unit
					Type	
Single Family 40'	154	0.8	123	22.65%	\$5,661,765	\$36,765
Single Family 50'	320	1.0	320	58.82%	\$14,705,882	\$45,956
Single Family 60'	84	1.2	101	18.53%	\$4,632,353	\$55,147
Totals	558		544	100.00%	\$25,000,000	

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

**Referenced in the Master Assessment Methodology Report dated May 12, 2022

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5
YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL BENEFIT/PAR DEBT TO EACH PRODUCT TYPE
FIRST SUPPLEMENTAL ASSESSMENT METHODOLOGY (ASSESSMENT AREA ONE)

Product Types	No. of Units *	Total Improvements	Allocation of Par	Par Debt Per Unit
		Costs Per Product Type	Debt Per Product Type	
Single Family 40'	75	\$2,757,353	\$1,307,947	\$17,439
Single Family 50'	177	\$8,134,191	\$3,858,444	\$21,799
Single Family 60'	29	\$1,599,265	\$758,609	\$26,159
Totals	281	\$12,490,809	\$5,925,000	

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6
YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
FIRST SUPPLEMENTAL ASSESSMENT METHODOLOGY (ASSESSMENT AREA ONE)

Product Types	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Single Family 40	75	\$1,307,947	\$17,439	\$90,000	\$1,200.00	\$1,290.32
Single Family 50	177	\$3,858,444	\$21,799	\$265,500	\$1,500.00	\$1,612.90
Single Family 60	29	\$758,609	\$26,159	\$52,200	\$1,800.00	\$1,935.48
Totals	281	\$5,925,000		\$407,700		

(1) This amount includes collection fees and early payment discounts when collected on the County Tax Bill

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 7
YARBOROUGH LANE COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
FIRST SUPPLEMENTAL ASSESSMENT METHODOLOGY (ASSESSMENT AREA ONE)

Owner	Property*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Clayton Properties Group, Inc.	Yarborough Lane CDD	157	\$37,739	\$5,925,000	\$407,700	\$438,387
Totals		157		\$5,925,000	\$407,700	\$438,387

(1) This amount includes collection fees and early payment discounts when collected on the County Tax Bill

Annual Assessment Periods	30
Average Coupon Rate (%)	5.50%
Maximum Annual Debt Service	\$407,700

* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

Exhibit A

LEGAL DESCRIPTION:

PARCEL 1

LOT 40 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, W. F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, FLORIDA, SAID LOT BEING EQUIVALENT TO THE NW 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION, TOWNSHIP AND RANGE. PARCEL ID. 232924-288000-004001 AND 232924-288000-004002.

AND

PARCEL 2

LOT 39 OF W.F. HALLAM & COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, LESS THAT PORTION OF ADDITIONAL ROAD RIGHT-OF-WAY RECORDED FOR CREWS LAKE DRIVE. PARCEL ID. 232924-288000-003900.

AND

PARCEL 3

LOT 41 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, OF W. F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-288000-004100.

AND

PARCEL 4

THE SE 1/4 OF NW 1/4 OF SW 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, ALSO KNOWN AS LOT 42 OF W. F. HALLAM & CO'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 102A OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703. PARCEL ID. 232924-288000-004200.

AND

PARCEL 5

LOTS 55 AND 56 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, OF W. F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102, PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703. PARCEL ID. 232924-288000-005500.

AND

PARCEL 6

THE SW 1/4 OF THE SW 1/4 OF THE SW 1/4 IN SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST OR LOT 57 OF W. F. HALLAM & CO'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 102A, AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-288000-006700.

AND

PARCEL 7

THE SE 1/4 OF THE SW 1/4, LESS THE NE 1/4 OF SE 1/4 OF SW 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-000000-042020.

AND

PARCEL 8

LOT 58, IN SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, W. F. HALLAM & CO.'S CLUB COLONY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102 AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-288000-005801.

AND

PARCEL 9

THE NE 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST, ALL LYING IN POLK COUNTY, FLORIDA. PARCEL ID. 242928-000000-031030.

AND

PARCEL 10

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, LESS RIGHT-OF-WAY, LYING IN POLK COUNTY, FLORIDA. PARCEL ID. 242928-000000-024030.

AND

PARCEL 11

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, LESS ROAD RIGHT-OF-WAY, LYING IN POLK COUNTY, FLORIDA. PARCEL ID. 232924-000000-024050.

AND

PARCEL 12

LOTS 7 AND 8 OF W. F. HALLAM & CO'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 102A, ALSO DESCRIBED AS THE N 1/2 OF THE NW 1/4 OF THE NW 1/4 IN SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS THE NORTH 24.0 FEET OF THE WEST 65.0 FEET OF THE NW 1/4 OF THE NW 1/4 OF THE NW 1/4. PARCEL ID. 282924-288500-000072.

LESS AND EXCEPT

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26, THE SAME ALSO BEING THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26 AND ALSO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23 AND ALSO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE NORTH 89°43'16" EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 23, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, NORTH 00°39'14" WEST A DISTANCE OF 382.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1970.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 4°07'19" (CHORD = 141.70 FEET, CHORD BEARING = NORTH 01°24'26" EAST) FOR A DISTANCE OF 141.73 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2030.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 3°45'28" (CHORD = 133.71 FEET, CHORD BEARING = NORTH 01°34'51" EAST) FOR A DISTANCE OF 133.73 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH THE NORTH BOUNDARY OF THE AFOREMENTIONED SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23; THENCE SOUTH 89°39'18" WEST ALONG SAID NORTH BOUNDARY AND ALONG THE NORTH BOUNDARY OF THE AFOREMENTIONED SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, A DISTANCE OF 180.53 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, SOUTH 00°39'14" EAST, A DISTANCE OF 260.00 FEET; THENCE NORTH 89°20'46" EAST, A DISTANCE OF 110.39 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2030.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 0°44'15" (CHORD = 26.13 FEET, CHORD BEARING = SOUTH 09°17'07" EAST) FOR A DISTANCE OF 26.13 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°39'14" EAST, A DISTANCE OF 558.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 595.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 18°14'38" (CHORD = 188.86 FEET, CHORD BEARING = SOUTH 09°46'53" EAST) FOR A DISTANCE OF 188.46 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH THE EAST BOUNDARY OF THE AFOREMENTIONED NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26; THENCE DEPARTING SAID CURVE AND ALONG THE SAID EAST BOUNDARY, NORTH 00°38'19" WEST A DISTANCE OF 342.78 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

LEGAL DESCRIPTION:

PARCEL 1

LOT 40 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, W. F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, FLORIDA, SAID LOT BEING EQUIVALENT TO THE NW 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION, TOWNSHIP AND RANGE. PARCEL ID. 232924-288000-004001 AND 232924-288000-004002.

AND

PARCEL 2

LOT 39 OF W.F. HALLAM & COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, LESS THAT PORTION OF ADDITIONAL ROAD RIGHT-OF-WAY RECORDED FOR CREWS LAKE DRIVE. PARCEL ID. 232924-288000-003900.

AND

PARCEL 3

LOT 41 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, OF W. F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-288000-004100.

AND

PARCEL 4

THE SE 1/4 OF NW 1/4 OF SW 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, ALSO KNOWN AS LOT 42 OF W. F. HALLAM & CO'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 102A OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703. PARCEL ID. 232924-288000-004200.

AND

PARCEL 5

LOTS 55 AND 56 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, OF W. F. HALLAM AND COMPANY'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102, PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703. PARCEL ID. 232924-288000-005600.

AND

PARCEL 6

THE SW 1/4 OF THE SW 1/4 OF THE SW 1/4 IN SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST OR LOT 57 OF W. F. HALLAM & CO'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 102A, AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-288000-006700.

AND

PARCEL 7

THE SE 1/4 OF THE SW 1/4, LESS THE NE 1/4 OF SE 1/4 OF SW 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-000000-042020.

AND

PARCEL 8

LOT 58, IN SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, W. F. HALLAM & CO.'S CLUB COLONY TRACT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 102 AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. PARCEL ID. 232924-288000-005801.

AND

PARCEL 9

THE NE 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST, ALL LYING IN POLK COUNTY, FLORIDA. PARCEL ID. 242926-000000-031030.

AND

PARCEL 10

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, LESS RIGHT-OF-WAY, LYING IN POLK COUNTY, FLORIDA. PARCEL ID. 242926-000000-024030.

AND

PARCEL 11

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST, AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, LESS ROAD RIGHT-OF-WAY, LYING IN POLK COUNTY, FLORIDA. PARCEL ID. 232924-000000-024050.

AND

PARCEL 12

LOTS 7 AND 8 OF W. F. HALLAM & CO'S CLUB COLONY TRACT OF LAKE LAND HIGHLANDS FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 102A, ALSO DESCRIBED AS THE N 1/2 OF THE NW 1/4 OF THE NW 1/4 IN SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF VACATED ROAD RECORDED DECEMBER 21, 2007 IN OFFICIAL RECORDS BOOK 10348, PAGE 703, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS THE NORTH 24.0 FEET OF THE WEST 65.0 FEET OF THE NW 1/4 OF THE NW 1/4 OF THE NW 1/4. PARCEL ID. 202924-288000-000072.

LESS AND EXCEPT

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 24 EAST AND THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26, THE SAME ALSO BEING THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26 AND ALSO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23 AND ALSO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE NORTH 89°43'16" EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 23, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, NORTH 00°39'14" WEST A DISTANCE OF 382.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1970.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 4°07'19" (CHORD = 141.70 FEET, CHORD BEARING = NORTH 01°24'26" EAST) FOR A DISTANCE OF 141.73 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2036.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 3°46'28" (CHORD = 133.71 FEET, CHORD BEARING = NORTH 01°34'51" EAST) FOR A DISTANCE OF 133.73 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH THE NORTH BOUNDARY OF THE FOREMENTIONED SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23; THENCE SOUTH 89°38'18" WEST ALONG SAID NORTH BOUNDARY AND ALONG THE NORTH BOUNDARY OF THE FOREMENTIONED SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, A DISTANCE OF 180.53 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, SOUTH 00°39'14" EAST, A DISTANCE OF 280.00 FEET; THENCE NORTH 89°20'48" EAST, A DISTANCE OF 110.39 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2030.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 0°44'18" (CHORD = 26.13 FEET, CHORD BEARING = SOUTH 00°17'07" EAST) FOR A DISTANCE OF 26.13 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°39'14" EAST, A DISTANCE OF 636.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 696.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 18°14'33" (CHORD = 188.86 FEET, CHORD BEARING = SOUTH 09°46'53" EAST) FOR A DISTANCE OF 188.46 FEET TO THE NON-TANGENT, NON-RADIAL INTERSECTION WITH THE EAST BOUNDARY OF THE FOREMENTIONED NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26; THENCE DEPARTING SAID CURVE AND ALONG THE SAID EAST BOUNDARY, NORTH 00°39'19" WEST A DISTANCE OF 342.78 FEET TO THE POINT OF BEGINNING.

COMPOSITE EXHIBIT D

SECTION VII

REQUEST FOR QUALIFICATIONS

ENGINEERING SERVICES

Yarborough Lane Community Development District

AUGUST 4, 2022



SUBMITTED BY

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

SUBMITTED TO

Attention: Governmental Management Services - Central
Florida LLC, c/o Jill Burns
219 E. Livingston Street
Orlando, Florida 32801



Dewberry Engineers Inc.
800 N. Magnolia Ave, Suite 1000
Orlando, FL 32803

407.843.5120
407.649.8664 fax
www.dewberry.com

August 4, 2022

Attn: Governmental Management Services -
Central Florida LLC
c/o Jill Burns (District Manager's Office)
219 E. Livingston Street
Orlando, Florida 32801

RE: Request for Qualifications (RFQ) for Engineering Services for Yarborough Lane Community Development District

Dear Ms. Burns,

Our firm has put together a strong, focused, and experienced team to deliver each task under this contract efficiently and effectively. Dewberry has served as the District Engineer for over 50 Community Development Districts (CDDs) in Florida, which allows us to provide Yarborough Lane with the unique experience, familiarity, and understanding of the type of services that will be requested.

Dewberry's Florida operation is backed by the resources and stability of a national firm and specializes in site/civil, environmental, utility infrastructure, transportation engineering, surveying, and land development services. Dewberry has 15 office locations and over 300 employees in Florida, allowing us to bring expertise, qualifications, and resources to clients throughout the state. Dewberry's depth of professional resources and expertise touches every aspect of the District's ongoing needs. From 200 acres to close to 10,000 acres, we offer the District a solid team built on past experience to efficiently address the associated scope of work, as well as the added depth of services involving engineering, environmental, surveying, and construction management for a full service approach.

We have extensive knowledge and understanding of Yarborough Lane and are able to provide the specific assignments noted in your RFQ. We understand the needs of the District because we are currently the Interim District Engineers.

Dewberry currently has no conflicts with any homebuilder within Yarborough Lane. Although our past history with numerous CDDs speaks for itself, we are committed to proving ourselves as a valuable partner to provide engineering services to Yarborough Lane.

It would be our privilege to serve as the District Engineer. We appreciate this opportunity to provide information about our capabilities and welcome the possibility to personally expand upon them.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rey Malave", with a long horizontal flourish extending to the right.

Rey Malave, PE

Associate Vice President
321.354.9656 | rmalave@dewberry.com

SECTION 1: Standard Form 330



ARCHITECT – ENGINEER QUALIFICATIONS

PART I – CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

Request for Qualifications for Engineering Services for Yarborough Lane CDD (Polk County, FL)

2. PUBLIC NOTICE DATE

July 21, 2022

3. SOLICITATION OR PROJECT NUMBER

7544364

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Rey Malavé, PE, Associate Vice President

5. NAME OF FIRM

Dewberry Engineers Inc.

6. TELEPHONE NUMBER

321.354.9656

7. FAX NUMBER

407.649.8664

8. EMAIL ADDRESS

rmalave@dewberry.com

C. PROPOSED TEAM

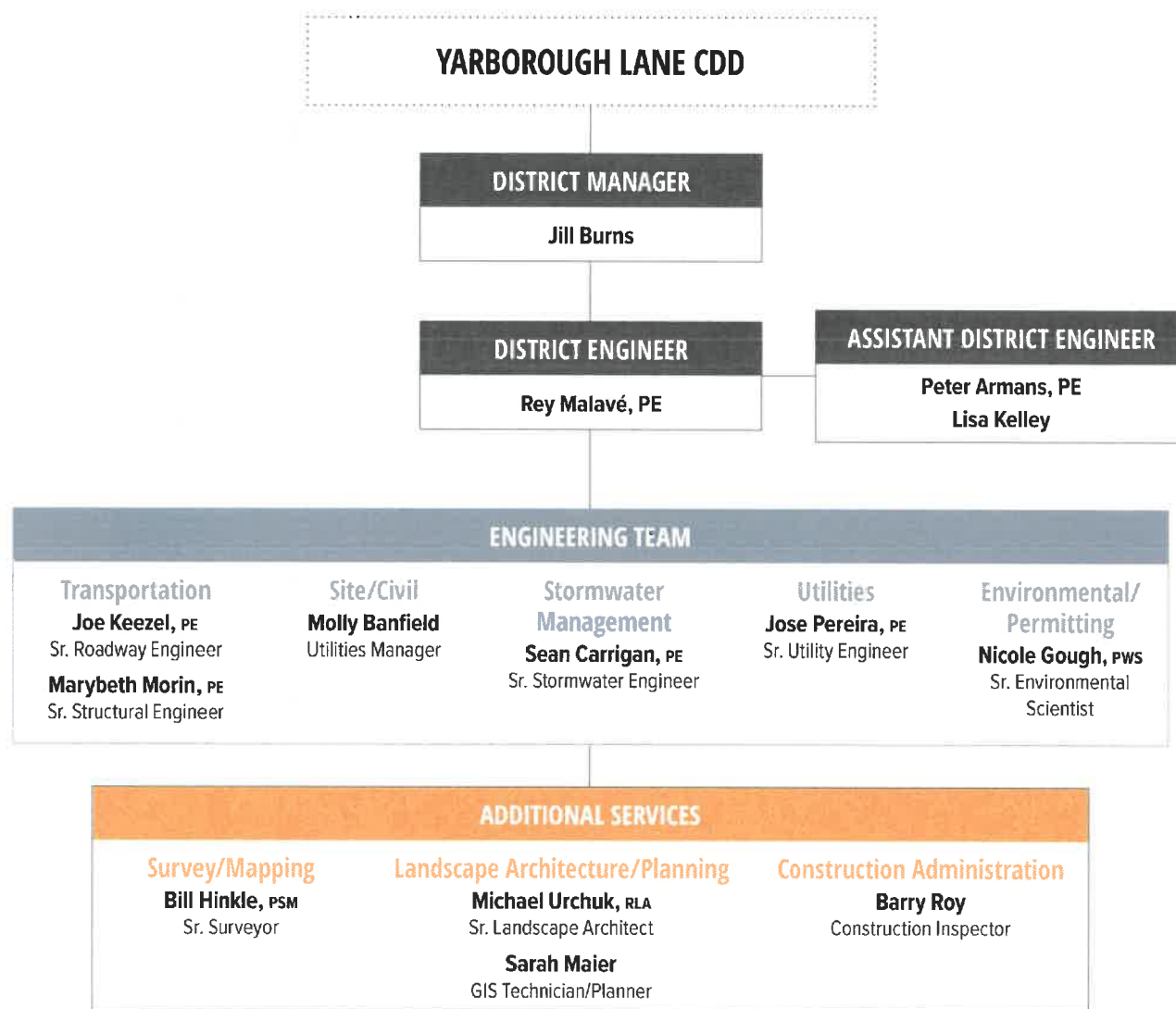
(Complete this section for the prime contractor and all key subcontractors.)

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCON- TRACTOR			
a.	X			Dewberry Engineers Inc. <div style="border: 1px solid black; padding: 2px; display: inline-block;"> X CHECK IF BRANCH OFFICE </div>	800 North Magnolia Avenue, Suite 1000 Orlando, FL 32803	District Engineer; Assistant District Engineer; Transportation; Stormwater Management; Water/ Wastewater; Environmental Permitting; Surveying and Mapping; Landscape Architecture/ Planning; Construction Administration

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ (Attached)

D. ORGANIZATIONAL CHART OF PROPOSED TEAM



"OUR TEAM'S EXPERIENCE AND COMMITMENT WILL PROVIDE YARBOROUGH LANE CDD WITH THE CONSISTENT, QUALITY SERVICES REQUIRED TO SUCCESSFULLY SERVE THIS CONTRACT."

- REY MALAVE, PE
DISTRICT ENGINEER

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Rey Malavé, PE	13. ROLE IN THIS CONTRACT District Engineer	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">a. TOTAL 43</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">b. WITH CURRENT FIRM 43</td> </tr> </table>		a. TOTAL 43	b. WITH CURRENT FIRM 43
a. TOTAL 43	b. WITH CURRENT FIRM 43				
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)					
16. EDUCATION (Degree and Specialization) MBA/Business Administration; BS/Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) FL Professional Engineer #31588			

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Rey Malavé has 43 years of experience in civil engineering design and a diversified background in the design and permitting of municipal infrastructure systems. His areas of expertise include stormwater management systems, sanitary sewage collection systems, water distribution systems, and site development. He has managed and participated in the planning and design of numerous large, complex projects for both public and private clients. He has extensive knowledge of permitting requirements and has developed a rapport with permitting agencies, including the Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), Southwest Florida Water Management District (SWFWMD), and other local agencies.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State) Dowden West CDD (Orlando, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (If applicable) N/A</td> </tr> </table>		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A				
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE District Engineer. Dowden West is a 736-acre master planned, residential community, consisting of 1,446 residential units and divided into 10 villages. As District Engineer, our services include water distribution, sanitary sewer collection, reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and survey.	<input checked="" type="checkbox"/> Check if project performed with current firm			
b.	(1) TITLE AND LOCATION (City and State) Westside Haines City CDD (Winter Haven, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (If applicable) Ongoing</td> </tr> </table>		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing				
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE District Engineer. The Westside Haines City CDD is 613.43 acres located in Winter Haven, Florida is expected to consist of 2,752 residential lots of various sizes for single-family lots and townhome lots with recreation/amenity areas, parks, and associated infrastructure for the various villages. Dewberry is the CDD Engineer for this project. Our services include civil engineering, permitting, roadway design, stormwater monitoring, permitting, recreational facilities, and infrastructure review reports.	<input checked="" type="checkbox"/> Check if project performed with current firm			
c.	(1) TITLE AND LOCATION (City and State) Deer Run CDD (Bunnell, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (If applicable) Ongoing</td> </tr> </table>		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing				
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE District Engineer. Dewberry serves as the current District Engineer for this +/- 602-acre Master Planned Golf Community with 749 units. Our services have included attending monthly District Board meetings, processing pay requisitions and construction pay applications, and providing general consulting services and input to the Board of Directors. Specific assignments include planning, preparing reports and plans, surveying designs, and specifications for water management systems and facilities, water and sewer systems and facilities, roads, landscaping, recreational facilities, and street lighting.	<input checked="" type="checkbox"/> Check if project performed with current firm			
d.	(1) TITLE AND LOCATION (City and State) Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Sarasota and Manatee County, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (If applicable) Ongoing</td> </tr> </table>		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing				
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE District Engineer. Lakewood Ranch is an unincorporated 17,500-acre community in Sarasota and Manatee County. Established in 1995, there is an 8,500-acre master planned community within the ranch, consisting of seven villages with a variety of housing types and five CDDs. It contains A-rated schools, shopping, business parks, hospital and medical center, three different golf courses, as well as an athletic center with fitness, aquatics, and lighted tennis courts. Lakewood Ranch has over 150 miles of sidewalks and trail, community parks, lakes, and nature preserves abundant with native wildlife. As District Engineer, our services include engineering, planning, surveying, permitting, landscape architecture, owner coordination with City/County, and approval of all development and construction activities.	<input checked="" type="checkbox"/> Check if project performed with current firm			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Peter Armans, PE	13. ROLE IN THIS CONTRACT Assistant District Engineer	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">a. TOTAL 13</td> <td style="width: 50%; text-align: center;">b. WITH CURRENT FIRM 3</td> </tr> </table>		a. TOTAL 13	b. WITH CURRENT FIRM 3
a. TOTAL 13	b. WITH CURRENT FIRM 3				
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)					
16. EDUCATION (Degree and Specialization) BS/Civil Engineering	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) FL Professional Engineer #87064; OSHA Construction Safety 10 Hour; Erosion & Sediment Control Certified				
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					

Peter Armans has 13 years of experience in the planning, design, rehabilitation, condition assessment, and construction management of water distribution systems, sewer conveyance systems, and stormwater management systems. He provides oversight and review for various inspection technologies and methodologies and has in-depth experience with scoping, budgeting, advertising, and negotiating construction activities and contracts.

19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State) VillaSol CDD (Osceola County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Construction Inspector. As District Engineer, Dewberry's services include stormwater management system design, water and sewer system design, roadway design, landscaping, recreational facilities, street lighting, and inspection services.	<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION (City and State) Country Greens CDD (Sorrento Springs Planned Development) (Sorrento, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Construction Inspector. Sorrento Springs is a 680-acre planned development within the Country Greens CDD in Lake County, Florida. Developed by Hewitt Properties, Inc., the project contains 678 single-family lots, and an 18-hole golf course and clubhouse facilities. The Country Greens CDD encompasses the entire 680 acres, and will construct, operate, and maintain infrastructure to support the Sorrento Hills community. Our firm provided master planning for the community, which included the development of all "green areas" tied to the golf course and clubhouse. We developed a Community Park area that provided the entire Village a pool area and rustic style centered community building. As the CDD Engineer, our services included engineering, planning, surveying, permitting, landscape architecture, owner coordination with the City of Eustis and Lake County, and approval of all development and construction activities.	<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION (City and State) Viera East CDD (Brevard County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Construction Inspector. Viera has 2,000 single-family units, 900 multi-family units, and over 20,000 square feet of commercial and retail space. With over 600 acres of existing on-site wetlands and lakes, Dewberry permitted the stormwater drainage and wetland modifications of the master stormwater system that consisted of lakes and wetlands to provide storage through the St. Johns River Water Management District (SJRWMD) and Brevard County. As District Engineer, our services include civil engineering, environmental/permitting, planning, surveying, and construction administration.	<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION (City and State) Deer Run CDD (Bunnell, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Construction Inspector. Dewberry serves as the current District Engineer for this +/- 602-acre Master Planned Golf Community with 749 units. Our services include attending monthly District Board meetings, processing pay requisitions and construction pay applications, and providing general consulting services and input to the Board of Directors. Specific assignments include planning, preparing reports and plans, surveying designs and specifications for water management systems and facilities, water and sewer system and facilities, roads, landscaping, recreational facilities, and street lighting.	<input checked="" type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION (City and State) Highland Meadows CDD (Polk County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Construction Inspector. Highland Meadows is a 263.5 acre master planned, residential community located in the city of Davenport in Polk County. The Development is approved as a planned development for 222 single-family unit community.	<input checked="" type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Lisa Kelley, JD	13. ROLE IN THIS CONTRACT Assistant District Engineer	14. YEARS EXPERIENCE <table style="width: 100%;"> <tr> <td style="width: 50%;">a. TOTAL 26</td> <td style="width: 50%;">b. WITH CURRENT FIRM 1</td> </tr> </table>	a. TOTAL 26	b. WITH CURRENT FIRM 1
a. TOTAL 26	b. WITH CURRENT FIRM 1			
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)				
16. EDUCATION (Degree and Specialization) JD, Environmental Law, BS, Environmental Resources Management and Planning	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Florida Bar - #0090737			
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)				

Lisa is a collaborative leader focused on relationships, objectives, and results. Utilizing over 25 years of environmental and leadership experiences, is dedicated to producing high quality results that align with the strategic visions. Problem solver with a focus on building relationships. Proven ability to direct complex projects from concept to full implementation. Recognized for robust can-do attitude, model work ethic, strong analytical and reasoning skills.

19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State) Polk County, Capacity Analysis Report (Polk County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager. Prepared a FDEP required analysis of flow and nutrient loading at the plant. Report also included population and wastewater flow projections using NERUSA Master Plan, PCU Summary reports, and the CFWI Regional water supply projections. The CAR was produced on-budget and ahead of schedule.	<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION (City and State) Polk County Utilities, Water Resources Coordination (Polk County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager. Lisa plans and facilitates water resources coordination meetings. Additionally, she assists the County with permitting and regulatory compliance as needed.	<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION (City and State) St. Johns River Water Management District (SJRWMD)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Assistant Executive Director, Chief of Staff, and Office Director. Lisa planned and directed all administrative, financial, and operational activities. Managed programs and policies districtwide and directly led the Regulatory Division, Real Estate Services Program, Financial Services, Human Resources, Communications, Information Technology, Transportation, Facilities, Fleet, Safety, Business and Administrative Services, Ombudsman/Risk Management, and the Emergency Operations Center. Served as an agency liaison at all levels of local government, with stakeholder groups, and with other interested parties. District spokesperson at meetings, events, ceremonies, and with the media. Served as Acting Executive Director when necessary.	<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION (City and State) Florida Department of Environmental Protection	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2015	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Assistant District Director, Environmental Administrator, Environmental Manager, and Environmental Specialist. Lisa assisted with the overall management of district. Oversaw targeted outreach, compliance and enforcement activities and enforcement matters. Directed informal conferences and settlement negotiations. Designed a compliance program to create statewide consistency. Implemented new policies and procedures focused on improving service, increasing efficiencies, and reducing costs. Led peers to develop a statewide workplan that included policy and legislative negotiations. Ensured quick and accurate communication with elected officials. Coordinated with local governments, regional planning councils, and agencies on multi-agency projects. Spearheaded media and public relation inquiries as spokesperson for district as well as managed communication endeavors and governmental affairs. Conducted various regulatory inspections. Partnered with local environmental agencies to facilitate communication and information exchange and coordinated joint inspections. Maintained extensive knowledge of federal and state environmental laws, rules, and regulations. Administered drinking water Lead and Copper program and spearheaded implementation of federal consumer confidence report (CCR) program.	<input checked="" type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Joe Keezel, PE	13. ROLE IN THIS CONTRACT Senior Roadway Engineer	14. YEARS EXPERIENCE a. TOTAL 26	b. WITH CURRENT FIRM 6
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION (Degree and Specialization) BS/Environmental Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) FL Professional Engineer #57501	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Joe Keezel has more than 25 years of experience designing major transportation systems and thoroughfares, working primarily on FDOT projects. He has managed several major highway projects, including a capacity project that widened a rural four-lane state highway to an urban six-lane section; replaced twin bridges; and updated drainage, signing, pavement markings, and signals. He was Project Manager for two districtwide contracts and prepared construction documents for more than 10 resurfacing, restoration, and rehabilitation projects ranging from two-lane rural to multi-lane urban. Joe also prepared several designs with limited survey using as-built plans, right-of-way (ROW) maps and SLD's, and prepared several projects with SMART plans and letter sets, all of which have been constructed with no claims.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Manatee County, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Roadway Engineer. As District Engineer, our services include water distribution, sanitary sewer collection, reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and survey.		
	West Villages Improvement District (Sarasota County, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Roadway Engineer. The West Villages Improvement District ("District") is located in the City of North Port and unincorporated Sarasota County, Florida. The District encompasses approximately 8,200 +/- acres of land within the City of North Port and 3,300 +/- acres in unincorporated Sarasota County. The services included earthwork, water and sewer facilities and infrastructure (including water treatment plants and wastewater treatment plants), stormwater management, drainage facilities, infrastructure, roadways, signalization improvements, and parking facilities.		
	FDOT District Five, Continuing Engineering Services, Roadway Design (Multiple Counties, FL)	PROFESSIONAL SERVICES 2020	CONSTRUCTION (If applicable) Ongoing
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. Through our continuing services contract with District Five, Dewberry's task work orders included intersection improvements, resurfacing, lighting, signalization, and all tasks associated with highway design projects. Our traffic design services included signing design, pavement marking design, signal warrant analysis, signalization design, lighting justification, lighting design, and traffic studies.		
	Central Florida Expressway Authority (CFX), General Engineering Consultant (Multiple Counties, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Roadway Engineer. Dewberry currently serves as a general engineering consultant to the CFX. In order to support the delivery of CFX's \$3.2 billion, five-year work plan, the scope of services that Dewberry is performing as the general engineering consultant are categorized into seven tasks: bond financing support, engineering/design support, planning support, maintenance program support, general planning, work plan support, and multimodal/transit support.		
	FDOT District One, I-4 Beyond the Ultimate, Segment 5 (Polk County, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
e.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Lead Roadway Engineer. This segment is a 4.5-mile section from west of State Road (SR) 25/US 27 to west of County Road (CR) 532 (Polk/Osceola County Line) in Polk County, including the US 27 Interchange. The proposed I-4/US 27 interchange is a full service partial cloverleaf interchange with loop ramps in the northwest and southeast quadrants. Eleven new bridges, substantial modifications to the ramp terminal intersections, and improvements along US 27 are proposed.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Marybeth Morin, PE	13. ROLE IN THIS CONTRACT Senior Structural Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 26	b. WITH CURRENT FIRM 24
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION (Degree and Specialization) BS/Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) FL Professional Engineer #57547	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Marybeth Morin has 25 years of experience in structural design of transportation structures. She is responsible for the design and plans production of projects from the preliminary stages to final design. These projects include minor grade separations, water crossings, and interchanges. She has experience in AASHTO and Florida I-Beam girders, precast-prestressed slab units and steel I-girders. She also has experience in alternatives development, design-build work, and miscellaneous structures. Miscellaneous structures include sign structure, mast arm, noise, buffer and retaining wall, box culvert, and strain pole foundation design. Marybeth is responsible for project design, coordination, and plans production.

19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State) Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Senior Structural Engineer. Live Oak Lake CDD is a multi-phased, active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center. Marybeth was responsible for the design and overseeing the construction of the vehicular bridge that crosses existing Bullis Road, connecting the northern pool and amenity area with the remainder of the development. The bridge is a single span FIB-36 with spread footing, which reduces vibration and cost, MSE walls with concrete drainage ditch, and splash pads for run off. The bridge utilizes a custom railing with stone veneer, architectural finishes, and custom planters for a high level aesthetic result.		
b.	(1) TITLE AND LOCATION (City and State) Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Manatee County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Senior Structural Engineer. As District Engineer, our services include water distribution, sanitary sewer collection, reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and survey.		
c.	(1) TITLE AND LOCATION (City and State) CFX, Wekiva Parkway (Orange County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2015	CONSTRUCTION (If applicable) 2017
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Senior Structural Engineer. The Wekiva Parkway (SR 429) an alignment, high-speed, limited access facility in northwest Orange County. Segment 203 extends from just north of Ponkan Road to north of Kelly Park Road, a distance of approximately 2.2 miles. The project included bridge structures over the Lake Victor floodplain, a future access road, and Kelly Park Road. A partial cloverleaf interchange was provided at Kelly Park Road. The project included modifications to several local arterials and off-site stormwater management facilities.		
d.	(1) TITLE AND LOCATION (City and State) FDOT, Florida's Turnpike Enterprise (FTE), Suncoast Parkway 2, Section 2 (Citrus County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2016	CONSTRUCTION (If applicable) 2017
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Senior Structural Engineer. This section of the Suncoast Parkway 2 Project was for the design of a new roadway and is located from south of Grover Cleveland Boulevard to north of CR 486, a distance of approximately 8.5 miles. This alignment project included a major intersection and several county road crossings traversing through heavy wooded areas, borrow pits, and subdivisions. Marybeth was responsible for bridge design and plans production.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Molly Banfield	13. ROLE IN THIS CONTRACT Utilities Manager	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">a. TOTAL 5</td> <td style="width: 50%; text-align: center;">b. WITH CURRENT FIRM 5</td> </tr> </table>		a. TOTAL 5	b. WITH CURRENT FIRM 5
a. TOTAL 5	b. WITH CURRENT FIRM 5				
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)					
16. EDUCATION (Degree and Specialization) BS/Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)			

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Molly is experienced with surveying, site design and drafting. Molly is proficient in Microsoft office, AutoDesk, Auto CAD and Revit.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
a.	Deer Run CDD (Bunnell, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Utilities Engineer. Dewberry serves as the current District Engineer for this +/- 602 acre Master Planned Golf Community with 749 units. Our services have included attending monthly District Board meetings, processing of pay requisitions and construction pay applications, and providing general consulting services and input to the Board of Directors. Specific assignments include planning, preparing reports and plans, surveying designs and specifications for water management systems and facilities; Water and sewer system and facilities; roads, landscaping, recreational facilities and street lighting.		
b.	Country Greens CDD (Sorrento Springs Planned Development) (Sorrento, FL)	PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Utilities Engineer. Sorrento Springs is a 680-acre Planned Development within the Country Greens CDD, in Sorrento, Lake County, Florida. Developed by Hewitt Properties, Inc., the project contained 678 single-family lots, and an 18-hole golf course and clubhouse facilities. The Country Greens CDD encompasses the entire 680 acres, and will construct, operate and maintain infrastructure to support the Sorrento Hills community. Our firm provided the Master Planning for the community which included the development of all "green areas" tied to the golf course and clubhouse. We developed a Community Park area that provided the entire Village a pool area and rustic style centered community building. As the CDD Engineer, our services included engineering, planning, surveying, permitting, landscape architecture, owner coordination with City of Eustis and Lake County, and approval of all development and construction activities.		
c.	Viera East CDD (Brevard County, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Utilities Engineer. Viera is a 2,000 single-family units, 900 multi-family units, and over 20,000 square feet of commercial and retail space. With over 600 acres of existing on-site wetlands and lakes, Dewberry permitted the stormwater drainage and wetland modifications of the master stormwater system that consisted of both lakes and wetlands that provided storage through the SJRWMD and Brevard County. As District Engineer, our services include civil engineering, environmental, permitting, planning, surveying, construction administration.		
d.	VillaSol CDD (Osceola County, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Utilities Engineer. As District Engineer, Dewberry's services include stormwater management system design; water and sewer system design, roadway design, landscaping, recreational facilities, street lighting, and engineering contract management and inspection services during construction.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Sean Carrigan, PE	13. ROLE IN THIS CONTRACT Senior Stormwater Engineer	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-right: 1px solid black; text-align: center;">a. TOTAL 16</td> <td style="width: 50%; text-align: center;">b. WITH CURRENT FIRM 4</td> </tr> </table>		a. TOTAL 16	b. WITH CURRENT FIRM 4
a. TOTAL 16	b. WITH CURRENT FIRM 4				
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)					
16. EDUCATION (Degree and Specialization) BS/Civil Engineering	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) FL Professional Engineer #73041				

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Sean Carrigan has 16 years of experience in roadway drainage design, including erosion control, environmental permitting, and Project Development and Environment (PD&E) studies on various roadway projects for FDOT, as well as municipal government clients throughout Florida. Sean's key expertise is in the design of open and closed drainage collection systems, culverts, and stormwater management facilities, performing hydrological/hydraulic analysis for the design and construction of transportation projects, assisting in the coordination and compiling of environmental permitting applications for the approval by permitting agencies. He is skilled in the utilization of MicroStation, ASAD, ICPR, POND5 Modeling, Hy-8, HEC-RAS, GeoHEC-RAS, Culvert Service Life Estimator, Win-TR55, GeoPak Drainage, Corridor Modeling, BMPTRAINS, Bluebeam and Microsoft Office.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
a.	West Villages Improvement District (Sarasota County, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Drainage Engineer. The West Villages Improvement District ("District") is located in the City of North Port and unincorporated Sarasota County, Florida. The District encompasses approximately 8,200 +/- acres of land within the City of North Port and 3,300 +/- acres in unincorporated Sarasota County. The services included earthwork, water and sewer facilities and infrastructure (including water treatment plants and wastewater treatment plants), stormwater management, drainage facilities, infrastructure, roadways, signalization improvements, and parking facilities.		
b.	FDOT District Five, SR 5 at Matanzas Woods Parkway (Flagler County, FL)	PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Drainage Engineer. Through our continuing services contract with District Five, this project involved the design of a multi-lane roundabout at the intersection of SR 5 (US 1) and Matanzas Woods Parkway. The project also included updating pedestrian features at the intersection.		
c.	FDOT District Five, SR A1A at SR 520 Intersection Improvements (Brevard County, FL)	PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Drainage Engineer. Through our continuing services contract with District Five, this project improved the intersection for pedestrians and northbound left turning motorists by removing the free flow right turn lanes, realigning the east approach, and extending the northbound dual left turn lanes at the intersection of SR A1A and SR 520 in accordance with PPM Vol I Chapter 25. Also included in the project was the extension of the existing northbound left turn lane at the intersection of SR A1A and Canaveral Plaza Boulevard (Marion Lane).		
d.	FDOT District One, 10th Avenue Complete Streets Feasibility and PD&E Study (Manatee County, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Drainage Engineer. This study develops and evaluates complete street improvements along 10th Avenue from Riverside Drive to 17th Street West in the City of Palmetto to enhance multimodal mobility along the corridor. The approximately 1.1-mile study proposes complete street applications such as wider sidewalks, bicycle lanes, multimodal paths, enhanced transit amenities, reconfigured on-street parking, traffic calming measures, streetscaping aesthetics, and stormwater control features.		
e.	FDOT District Five, SR 436 Milling and Resurfacing (Seminole County, FL)	PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Drainage Engineer. This project involves adding proposed dual left turn lanes at the intersection of SR 436 and Ronald Reagan Boulevard. The purpose of the project is to improve traffic flow, safety, and mobility at the intersection.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Jose Pereira, PE	13. ROLE IN THIS CONTRACT Senior Utility Engineer	14. YEARS EXPERIENCE <table style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">a. TOTAL 33</td> <td style="width: 50%; text-align: center;">b. WITH CURRENT FIRM 29</td> </tr> </table>		a. TOTAL 33	b. WITH CURRENT FIRM 29
a. TOTAL 33	b. WITH CURRENT FIRM 29				
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Panama City, FL)					
16. EDUCATION (Degree and Specialization) MS/Environmental Engineering; BS/Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) FL Professional Engineer #82808			

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Jose Pereira has 33 years of professional experience in the field of environmental engineering, including the design of water treatment and wastewater collection, pumping, and treatment facilities; pilot-scale and laboratory-scale treatabilities studies; and water and wastewater wet chemistry analysis. He has been actively engaged in the planning, design, construction engineering, and start-up services for numerous municipal wastewater treatment collection, pumping, and treatment systems. Many of these facilities have included innovative treatment processes such as nitrification, de-nitrification, bio-selectors, and other biological nutrient removal. To accommodate new development, Jose has planned and designed entire wastewater collection systems that have included interceptor sewers up to 72 inches in diameter, wastewater pumping facilities, and in-system flow equalization storage basins as large as 16 million gallons.

19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State) Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Manatee County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
Project Engineer. As District Engineer, our services include water distribution, sanitary sewer collection, reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and survey.			
b.	(1) TITLE AND LOCATION (City and State) West Villages Improvement District (Sarasota County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
Project Engineer. The West Villages Improvement District ("District") is located in the City of North Port and unincorporated Sarasota County, Florida. The District encompasses approximately 8,200 +/- acres of land within the City of North Port and 3,300 +/- acres in unincorporated Sarasota County. The services included earthwork, water and sewer facilities and infrastructure (including water treatment plants and wastewater treatment plants), stormwater management, drainage facilities, infrastructure, roadways, signalization improvements, and parking facilities.			
c.	(1) TITLE AND LOCATION (City and State) Highway 390 Water/Wastewater Relocation (Panama City Beach, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2018	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
Project Manager. The Panama City Water and Wastewater System Relocation Project included relocation of the city-owned utilities that were in conflict with the proposed improvements and to tie into the proposed utilities for the FDOT Highway 390 Widening Project. The City was required to relocate their water and wastewater infrastructure due to the FDOT Highway 390 widening project. The project included the installation of approximately 4,400 linear feet (LF) of 12 inch, 8 inch, 6 inch and 2 inch water mains, fire hydrants, valves, fittings, and new potable water services.			
d.	(1) TITLE AND LOCATION (City and State) Wastewater Improvements (Parker, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2017	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
Project Engineer. Dewberry worked with the City of Parker to inspect the condition of the city's existing wastewater system and to identify areas that required upgrades and replacement. Dewberry prepared a Facilities Plan with recommendations, projected costs, and priorities for improvements and assisted the City in securing funds through the SRF. The work consisted of design for approximately 7,000 LF of sewer force main replacement, 2,450 LF of directional bores, lift station upgrades, and manhole rehabilitation.			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Nicole Gough, PWS	13. ROLE IN THIS CONTRACT Senior Environmental Scientist	14. YEARS EXPERIENCE <table style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">a. TOTAL 24</td> <td style="width: 50%; text-align: center;">b. WITH CURRENT FIRM 6</td> </tr> </table>		a. TOTAL 24	b. WITH CURRENT FIRM 6
a. TOTAL 24	b. WITH CURRENT FIRM 6				
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)					
16. EDUCATION (Degree and Specialization) BS/Parks and Recreation/Resource Management, Specialization in NPS Level II Law Enforcement	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Wetland Scientist #2585; FL Certified Prescribed Burn Manager #20144567; FL Certified Pesticide Applicator #PB11275; FL Certified Stormwater Management Inspector #3799; Railroad Worker's Safety Certified; Federal Red Card				
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					

Nicole Gough has 24 years of experience in project management related to ecological evaluation, planning, permitting, and oversight of regional transportation and infrastructure projects, large agricultural projects, and land development. Nicole previously served as a wetlands biologist and regulatory reviewer for both the South Florida Water Management District (SFWMD) and SJRWMD. While working with both private and public entities, Nicole has garnered extensive permitting experience in all aspects of federal, state, and local permitting, including National Pollutant Discharge Elimination System (NPDES). Additional expertise includes threatened and endangered species surveys, wetland determinations, biology, botany, conservation biology, ecology, emergency management, Endangered Species Act compliance for Letter of Map Revision (LOMR)/Conditional Letter of Map Revision (CLOMR), GIS data collection and mapping, preparation of technical specifications and contract documents, and stakeholder coordination/facilitation.

19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State) Narcoossee CDD (Orlando, FL)	(2) YEAR COMPLETED <table style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%; text-align: center;">CONSTRUCTION (If applicable) N/A</td> </tr> </table>		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A			
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <div style="border: 1px solid black; padding: 2px;"> <input checked="" type="checkbox"/> Check if project performed with current firm </div>				
Environmental Scientist. The Narcoossee CDD is located in Orlando, Florida, and consists of approximately 416 acres. The project is projected to have 540 single-family units, 860 multi-family units, and 278,000 square feet of retail and office space. The Narcoossee CDD encompasses the entire 416 acres and will construct, operate, and maintain infrastructure to support all of its communities. As the CDD Engineer, our services include engineering evaluations, owner coordination with City of Orlando and Orange County, and approval of all development and construction activities.					
b.	(1) TITLE AND LOCATION (City and State) Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	(2) YEAR COMPLETED <table style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%; text-align: center;">CONSTRUCTION (If applicable) N/A</td> </tr> </table>		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A			
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <div style="border: 1px solid black; padding: 2px;"> <input checked="" type="checkbox"/> Check if project performed with current firm </div>				
Environmental Scientist. Live Oak Lake CDD is a multi-phased active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center located just off of Live Oak Lake. Phases 1 – 8 consists of a mix of 50-foot, 70-foot and duplex units totaling 2,023 units. Dewberry's services include entitlements, planning, surveying, site/civil engineering, roadway design, bridge design, signal design, environmental/permitting, landscape/hardscape design, assistance with the City master upsizing agreements, and construction administration.					
c.	(1) TITLE AND LOCATION (City and State) Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Sarasota and Manatee County, FL)	(2) YEAR COMPLETED <table style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%; text-align: center;">CONSTRUCTION (If applicable) Ongoing</td> </tr> </table>		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing			
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <div style="border: 1px solid black; padding: 2px;"> <input checked="" type="checkbox"/> Check if project performed with current firm </div>				
Environmental Scientist. Lakewood Ranch is an unincorporated 17,500-acre community in Sarasota and Manatee County. Established in 1995, there is an 8,500-acre master planned community within the ranch, consisting of seven villages with a variety of housing types and five CDDs. It contains A-rated schools, shopping, business parks, hospital and medical center, three different golf courses, an athletic center with fitness, aquatics, and lighted tennis courts. Lakewood Ranch has over 150 miles of sidewalks and trail, community parks, lakes, and nature preserves abundant with native wildlife. As District Engineer, our services include engineering, planning, surveying, permitting, landscape architecture, owner coordination with City/County, and approval of all development and construction activities.					
d.	(1) TITLE AND LOCATION (City and State) West Villages Improvement District (Sarasota County, FL)	(2) YEAR COMPLETED <table style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%; text-align: center;">CONSTRUCTION (If applicable) Ongoing</td> </tr> </table>		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing			
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <div style="border: 1px solid black; padding: 2px;"> <input checked="" type="checkbox"/> Check if project performed with current firm </div>				
Environmental Scientist. The West Villages Improvement District ("District") is located in the City of North Port and unincorporated Sarasota County, Florida. The District encompasses approximately 8,200 +/- acres of land within the City of North Port and 3,300 +/- acres in unincorporated Sarasota County.					

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Bill Hinkle, PSM	13. ROLE IN THIS CONTRACT Survey Manager	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">a. TOTAL</td> <td style="width: 50%; text-align: center;">b. WITH CURRENT FIRM</td> </tr> <tr> <td style="text-align: center;">42</td> <td style="text-align: center;">15</td> </tr> </table>		a. TOTAL	b. WITH CURRENT FIRM	42	15
a. TOTAL	b. WITH CURRENT FIRM						
42	15						
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)							
16. EDUCATION (Degree and Specialization) N/A		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) FL Professional Surveyor and Mapper #LS4633					
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)							

William Hinkle, a Transportation Survey Project Manager with Dewberry, has over 41 years in various types of surveying and mapping, including over 19 years with the Florida Department of Transportation (FDOT) in District One. His experience includes right-of-way maps, right-of-way control maps, mitigation site surveys, geodetic surveys, design surveys, right-of-way surveys, subsurface utility engineering surveys, horizontal and vertical control, including utilization of electronic field book, topographic, and construction surveying. William served as District One's Location Surveyor for six years, where his responsibilities included managing three to four District-Wide Surveying and Mapping Contracts, planning, scheduling, supervising, and quality control of 45 plus or minus projects yearly of various right-of-way and design surveys. He supervised and coordinated assignments of the Survey Department's Electronic Survey section and the engineering/land surveying assignments of two to four Department field survey crews.

19. RELEVANT PROJECTS							
a.	(1) TITLE AND LOCATION (City and State) Dowden West CDD (Orlando, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">PROFESSIONAL SERVICES</td> <td style="width: 50%; text-align: center;">CONSTRUCTION (If applicable)</td> </tr> <tr> <td style="text-align: center;">Ongoing</td> <td style="text-align: center;">N/A</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	Ongoing	N/A
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)					
	Ongoing	N/A					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Survey Manager. Dowden West is a 736-acre master planned, residential community, consisting of 1,446 residential units and divided into 10 villages. As District Engineer, our services include water distribution, sanitary sewer collection, reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and survey.		<input checked="" type="checkbox"/> Check if project performed with current firm					
b.	(1) TITLE AND LOCATION (City and State) Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">PROFESSIONAL SERVICES</td> <td style="width: 50%; text-align: center;">CONSTRUCTION (If applicable)</td> </tr> <tr> <td style="text-align: center;">Ongoing</td> <td style="text-align: center;">N/A</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	Ongoing	N/A
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)					
	Ongoing	N/A					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Survey Manager. Live Oak Lake CDD is a multi-phased active adult community consisting of residential units, green open space tracts with community facilities and a community amenity center located just off of Live Oak Lake. Phases 1 – 8 consists of a mix of 50-foot, 70-foot and duplex units totaling 2,023 units. Dewberry's services include entitlements, planning, surveying, site/civil engineering, roadway design, bridge design, signal design, environmental/permitting, landscape/hardscape design, assistance with the City master upsizing agreements, and construction administration.		<input checked="" type="checkbox"/> Check if project performed with current firm					
c.	(1) TITLE AND LOCATION (City and State) Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Sarasota and Manatee County, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">PROFESSIONAL SERVICES</td> <td style="width: 50%; text-align: center;">CONSTRUCTION (If applicable)</td> </tr> <tr> <td style="text-align: center;">Ongoing</td> <td style="text-align: center;">Ongoing</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	Ongoing	Ongoing
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)					
	Ongoing	Ongoing					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Survey Manager. Lakewood Ranch is an unincorporated 17,500-acre community in Sarasota and Manatee County. Established in 1995, there is an 8,500-acre master planned community within the ranch, consisting of seven villages with a variety of housing types and five CDDs. It contains A-rated schools, shopping, business parks, hospital and medical center, three different golf courses, an athletic center with fitness, aquatics, and lighted tennis courts. Lakewood Ranch has over 150 miles of sidewalks and trail, community parks, lakes, and nature preserves abundant with native wildlife. As District Engineer, our services include engineering, planning, surveying, permitting, landscape architecture, owner coordination with City/County, and approval of all development and construction activities.		<input checked="" type="checkbox"/> Check if project performed with current firm					
d.	(1) TITLE AND LOCATION (City and State) West Villages Improvement District (Sarasota County, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">PROFESSIONAL SERVICES</td> <td style="width: 50%; text-align: center;">CONSTRUCTION (If applicable)</td> </tr> <tr> <td style="text-align: center;">Ongoing</td> <td style="text-align: center;">N/A</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	Ongoing	N/A
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)					
	Ongoing	N/A					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Survey Manager. The West Villages Improvement District ("District") is located in the City of North Port and unincorporated Sarasota County, Florida. The District encompasses approximately 8,200 +/- acres of land within the City of North Port and 3,300 +/- acres in unincorporated Sarasota County. The services included earthwork, water and sewer facilities and infrastructure (including water treatment plants and wastewater treatment plants), stormwater management, drainage facilities, infrastructure, roadways, signalization improvements, and parking facilities.		<input checked="" type="checkbox"/> Check if project performed with current firm					

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Michael Urchuk, RLA	13. ROLE IN THIS CONTRACT Senior Landscape Architect	14. YEARS EXPERIENCE	
		a. TOTAL 32	b. WITH CURRENT FIRM 6
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION (Degree and Specialization) BS/Landscape Architecture	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) FL Registered Landscape Architect #LA6666675		

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Michael Urchuk has 32 years of experience and has a varied background in landscape architecture and planning. As a Project Manager, he is responsible for coordination across design disciplines and acts as a liaison between the owner, design team, and contractor. He is also responsible for coordinating design efforts and project submittals. Michael's experience as a landscape architect includes retail office, residential, mixed-use, streetscapes, and recreational uses as well as hardscape and irrigation design. Hardscape designs include corporate plazas, streetscapes, fountains, amenity areas for multi-family projects, and urban plazas. Michael also provides construction administration services on multiple levels to include shop drawing and RFI review, field reports, final punch lists, and on-site project coordination meeting.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
a.	Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	<input checked="" type="checkbox"/> Check if project performed with current firm		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Landscape Architect. Live Oak Lake CDD (Twin Lakes Development) is a multi-phased active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center located just off of Live Oak Lake. Phases 1 – 8 consists of a mix of 50-foot, 70-foot and duplex units totaling 2,023 units. Dewberry's services include entitlements, planning, surveying, site/civil engineering, roadway design, bridge design, signal design, environmental/permitting, landscape/hardscape design, assistance with the City master upsizing agreements, and construction administration.		
b.	VillaSol CDD (Osceola County, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	<input checked="" type="checkbox"/> Check if project performed with current firm		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Landscape Architect. As District Engineer, Dewberry's services include stormwater management system design, water and sewer system design, roadway design, landscaping, recreational facilities, street lighting, and engineering contract management and inspection services during construction.		
c.	Osceola County Fire Training Facility (Osceola County, FL)	PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) 2019
	<input checked="" type="checkbox"/> Check if project performed with current firm		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Landscape Architect. This project included the design of a new Fire Training Facility for the Osceola County Fire Department. Located on approximately 11 acres, site elements include an Open Air Training Course, a 9,500 square feet fire station with three fire bays, fire station training building, burn tower, and several shaded pavilions.		
d.	Lancaster Park East (St. Cloud, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	<input checked="" type="checkbox"/> Check if project performed with current firm		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Landscape Architect. This project consists of 461 single family units and community facilities. Dewberry was tasked with designing and permitting the site layout, stormwater management facilities, utilities, grading, drainage, easement vacations, Federal Emergency Management Agency (FEMA), CLOMR and LOMR approvals. Dewberry provided planning and entitlements, landscape/hardscape design, site/civil engineering, and construction administration.		
e.	CFX, Roadway Operations Facility (Orlando, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	<input checked="" type="checkbox"/> Check if project performed with current firm		
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Landscape Architect. As the General Engineering Consultant to CFX, Dewberry has provided both architectural and civil engineering services for the CFX Roadway Operations Facility. The new facility includes a 6,500 square foot office building, fueling station, small vehicle maintenance bays, warehouse, three enclosed storage buildings totaling 23,000 square feet, and laydown yard.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Sarah Maier	13. ROLE IN THIS CONTRACT GIS Technician/Planner	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-right: 1px solid black; text-align: center;">a. TOTAL 19</td> <td style="width: 50%; text-align: center;">b. WITH CURRENT FIRM 17</td> </tr> </table>		a. TOTAL 19	b. WITH CURRENT FIRM 17
a. TOTAL 19	b. WITH CURRENT FIRM 17				
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)					
16. EDUCATION (Degree and Specialization) BS/Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) N/A			

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Sarah Maier has experience in development entitlements for a variety of land uses and project sizes, including Developments of Regional Impact (DRIs), comprehensive policy plan amendments, zonings, planned developments, and conceptual land use planning. Sarah's responsibilities have ranged from policy and code amendments, GIS analyses as it pertains to land use planning and growth forecasting, and includes projects involving commercial, industrial, residential, and mixed uses.

19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State) Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-right: 1px solid black; text-align: center;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%; text-align: center;">CONSTRUCTION (If applicable) Ongoing</td> </tr> </table>		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing			
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <div style="border: 1px solid black; padding: 5px;"> <input checked="" type="checkbox"/> Check if project performed with current firm </div>				
<p>Project Planner/GIS Technician. Live Oak Lake CDD (Twin Lakes Development) is a multi-phased active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center located just off of Live Oak Lake CDD. Phases 1 – 8 consists of a mix of 50-foot, 70-foot and duplex units totaling 2,023 units. Dewberry's services include entitlements, planning, surveying, site/civil engineering, roadway design, bridge design, signal design, environmental/permitting, landscape/hardscape design, assistance with the City master upsizing agreements, and construction administration.</p>					
b.	(1) TITLE AND LOCATION (City and State) Dowden West CDD (Orlando, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-right: 1px solid black; text-align: center;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%; text-align: center;">CONSTRUCTION (If applicable) N/A</td> </tr> </table>		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A			
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <div style="border: 1px solid black; padding: 5px;"> <input checked="" type="checkbox"/> Check if project performed with current firm </div>				
<p>Project Planner/GIS Technician. Dowden West is a 736-acre master planned, residential community, consisting of 1,446 residential units and divided into 10 villages. As District Engineer, our services include water distribution, sanitary sewer collection, reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and survey.</p>					
c.	(1) TITLE AND LOCATION (City and State) Deer Run CDD (Bunnell, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-right: 1px solid black; text-align: center;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%; text-align: center;">CONSTRUCTION (If applicable) Ongoing</td> </tr> </table>		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing			
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <div style="border: 1px solid black; padding: 5px;"> <input checked="" type="checkbox"/> Check if project performed with current firm </div>				
<p>GIS Technician. Dewberry serves as the current District Engineer for this +/- 602-acre Master Planned Golf Community with 749 units. Our services have included attending monthly District Board meetings, processing pay requisitions and construction pay applications, and providing general consulting services and input to the Board of Directors. Specific assignments include planning, preparing reports and plans, surveying designs and specifications for water management systems and facilities, water and sewer system and facilities, roads, landscaping, recreational facilities, and street lighting.</p>					
d.	(1) TITLE AND LOCATION (City and State) Country Greens CDD (Sorrento Springs Planned Development) (Sorrento, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-right: 1px solid black; text-align: center;">PROFESSIONAL SERVICES 2022</td> <td style="width: 50%; text-align: center;">CONSTRUCTION (If applicable) N/A</td> </tr> </table>		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) N/A
	PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) N/A			
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <div style="border: 1px solid black; padding: 5px;"> <input checked="" type="checkbox"/> Check if project performed with current firm </div>				
<p>GIS Technician. Sorrento Springs is a 680-acre planned development within the Country Greens CDD, in Lake County, Florida. Developed by Hewitt Properties, Inc., the project contained 678 single-family lots, an 18-hole golf course, and clubhouse facilities. The Country Greens CDD encompasses the entire 680 acres and will construct, operate and maintain infrastructure to support the Sorrento Hills community. Our firm provided the Master Planning for the community which included the development of all "green areas" tied to the golf course and clubhouse. We developed a Community Park area that provided the entire Village a pool area and rustic style centered community building. As the CDD Engineer, our services included engineering, planning, surveying, permitting, landscape architecture, owner coordination with City of Eustis and Lake County, and approval of all development and construction activities.</p>					

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Barry Roy	13. ROLE IN THIS CONTRACT Construction Inspector	14. YEARS EXPERIENCE	
		a. TOTAL 38	b. WITH CURRENT FIRM 38
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION (Degree and Specialization) BS/Environmental Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) N/A	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

Barry Roy is responsible for all construction management and administration activities of the firm's Central Florida operations. He has more than 38 years of diversified experience in public and private waterworks, sewage, roadway, and drainage construction projects. Barry is experienced in the construction of water and wastewater transmission mains, trunk gravity sewers, master pumping stations, stormwater management systems, street drainage systems, roadways, and associated structures. He routinely performs cost estimating, construction inspections, value engineering, quality control, construction administration, and prepares contract documents and bid packages. He is able to translate this experience into the successful completion of projects.

19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State) Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Construction Manager. Live Oak Lake CDD (Twin Lakes Development) is a multi-phased active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center located just off of Live Oak Lake CDD. Phases 1 – 8 consists of a mix of 50-foot, 70-foot and duplex units totaling 2,023 units. Dewberry's services include entitlements, planning, surveying, site/civil engineering, roadway design, bridge design, signal design, environmental/permitting, landscape/hardscape design, assistance with the City master upsizing agreements, and construction administration.		
b.	(1) TITLE AND LOCATION (City and State) Country Greens CDD (Sorrento Springs Planned Development) (Sorrento, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Construction Manager. Sorrento Springs is a 680-acre planned development within the Country Greens CDD, in Lake County, Florida. Developed by Hewitt Properties, Inc., the project contained 678 single-family lots, an 18-hole golf course, and clubhouse facilities. The Country Greens CDD encompasses the entire 680 acres and will construct, operate and maintain infrastructure to support the Sorrento Hills community. Our firm provided the Master Planning for the community which included the development of all "green areas" tied to the golf course and clubhouse. We developed a Community Park area that provided the entire Village a pool area and rustic style centered community building. As the CDD Engineer, our services included engineering, planning, surveying, permitting, landscape architecture, owner coordination with City of Eustis and Lake County, and approval of all development and construction activities.		
c.	(1) TITLE AND LOCATION (City and State) Highland Meadows CDD (Polk County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Construction Manager. Highland Meadows is a 263.5-acre master planned, residential community located in the city of Davenport in Polk County. The Development is approved as a planned development for 222 single-family unit community. Dewberry services included civil engineerin, construction estimates and administration, coordination of environmental, jurisdictional lines, and permitting, due diligence, permitting, planning, landscaping plans, and surveying.		
d.	(1) TITLE AND LOCATION (City and State) Deer Run CDD (Bunnell, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Construction Manager. Dewberry serves as the current District Engineer for this +/- 602-acre Master Planned Golf Community with 749 units. Our services have included attending monthly District Board meetings, processing of pay requisitions and construction pay applications, and providing general consulting services and input to the Board of Directors. Specific assignments include planning, preparing reports and plans, surveying designs and specifications for water management systems and facilities, water and sewer system and facilities, roads, landscaping, recreational facilities, and street lighting.		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT
KEY NUMBER

#1

21. TITLE AND LOCATION (City and State)

Dowden West CDD (Orlando, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION (If applicable)
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

George Flint

c. POINT OF CONTACT TELEPHONE NUMBER

407.841.5524

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



Dowden West is a 736.28-acre master planned, residential community with 1,446 residential units located in the City of Orlando. The development is 10 villages within the approved planned development for Starwood, which encompasses approximately 2,558 acres and is entitled for 4,400 residential units.

As District Engineer, we have been responsible for providing the master utility design for the water, sewer, and reuse systems, in addition to master stormwater modeling for an approximately 6,500-acre watershed that the Dowden West CDD. This modeling was used for both stormwater management design and FEMA floodplain determination.

Other services include landscape architecture design for the common open spaces and community parks, the design of community roads that also include the extension of the four-lane Dowden Road through the community, and boundary surveys, topographic surveys, tree surveys, and other additional surveys as needed.

- COST** \$500,000 (Consultant Fees to Date)

- SERVICES**

- Boundary Surveys
- Environmental/Permitting
- Landscape Architecture
- Roadway Design/Improvements
- Stormwater Management
- Topographic Surveys
- Tree Surveys
- Utility Design

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

#2

21. TITLE AND LOCATION (City and State)

Lakewood Ranch CDD 1, 2, 4, 5, and 6 (Sarasota and Manatee County, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION (If applicable)
Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Lakewood Ranch CDD

b. POINT OF CONTACT NAME

Steve Zielinski

c. POINT OF CONTACT TELEPHONE NUMBER

941-907-0202 Ext 229

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



Lakewood Ranch is an unincorporated 31,000-acre master planned community located on Florida's Gulf Coast in Sarasota and Manatee Counties, established in 1995. The five CDDs we serve cover an 8,500-acre community within the larger Lakewood Ranch Development. The overall development contains A-rated schools, shopping, business parks, hospital and medical center, golf courses, athletic centers, aquatics, and lighted tennis courts.

As the CDD Engineer for the five CDD's, Dewberry's services include engineering, surveying, permitting, owner coordination with the County's review, and approval of construction activities. Dewberry's services also include water and wastewater improvements and upgrades, roadway and storm sewer redesign and repair, stormwater inspections, review and upgrades, coordination of traffic issues including signalization with County officials, oversight of other engineers, assistance with bidding, contractor selection, construction oversight, pay application review, and final project certification and closeout.

▪ **COST** \$906,730 (Consultant Fees to Date)

▪ **SERVICES**

Civil Engineering
Compliance Monitoring
Construction Estimates and Administration
Coordination and Monitoring of Environmental Jurisdictional Areas through Permitting Agencies
Design Evaluations and Analysis
Drainage/Stormwater Management
Monthly Board Meeting Attendance
Permitting
Planning
Surveying
Utilities

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Dewberry Engineers Inc..	Sarasota, FL	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

#3

21. TITLE AND LOCATION (City and State)

Westside Haines City CDD (Winter Haven, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION (If applicable)
Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

Jillian Burns

c. POINT OF CONTACT TELEPHONE NUMBER

407.841.5524 ex. 115

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



The Westside Haines City CDD is 613.43 acres located in Winter Haven, Florida. The District currently contains approximately 613.43 acres and is expected to consist of 2,752 residential lots of various sizes for single-family lots and townhome lots with recreation/amenity areas, parks, and associated infrastructure for the various villages.

Dewberry is the CDD Engineer for this project. Our services include civil engineering, permitting, roadway design, stormwater monitoring, permit, recreational facilities, and infrastructure review reports.

- **COST** \$44,500.00 (CONSULTANT FEES TO DATE)
- **SERVICES**
 - Civil Engineering
 - Permitting
 - Roadway Design
 - Stormwater Monitoring and Permit
 - Recreational Facilities
 - Infrastructure Review Reports

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

#4

21. TITLE AND LOCATION (City and State)

Highland Meadows CDD (Polk County, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION (If applicable)
Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Rizette & Company, Inc

b. POINT OF CONTACT NAME

Richard Hernandez

c. POINT OF CONTACT TELEPHONE NUMBER

407.472.2471 Ext. 0864

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



Highland Meadows is a 263.5-acre master planned, residential community located in the city of Davenport in Polk County. The development is approved as a planned development for 222 single-family unit community. The CDD is located on the south side of County Road 547 - Holly Hill Road and the north side of Olsen Road. The community consists of CDD owned roadways, stormwater ponds and conservation areas. Dewberry has provided services to the District in the review and repair of roadways, stormwater systems, street signage, and landscape architecture improvements. We have assisted in the bidding and construction of the many infrastructure facilities within the community.

Dewberry is the CDD Engineer for this project. Our services include civil engineering, construction estimates and administration, coordination of environmental, jurisdictional lines and permitting, due diligence, permitting, planning, landscaping plans, and surveying.

• **COST** \$350,000 (CONSULTANT FEES)

• **SERVICES**

Civil Engineering
Construction Estimates and Administration
Coordination of Environmental Jurisdictional Lines and Permitting
Due Diligence
Permitting
Planning
Landscaping Plans
Surveying

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT
KEY NUMBER

#5

21. TITLE AND LOCATION (City and State)

Narcoossee CDD (Orlando, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION (If applicable)
Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

Jason Showe

c. POINT OF CONTACT TELEPHONE NUMBER

407.841.5524

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



The Narcoossee CDD is located in Orange County, Florida, and consists of approximately 416 acres. The project is projected to have 540 single-family units, 860 multi-family units, and 278,000 square feet of retail and office space. The Narcoossee CDD encompasses the entire 416 acres. We will provide services as needed for the construction and will operate and maintain infrastructure to support all of its communities.

Dewberry is the CDD Engineer for this project. Our services include engineering evaluations, owner coordination with City of Orlando and Orange County, and approval of all development and construction activities.

- **COST** \$475,000 (Consultant Fees to Date)
- **SERVICES**
 - Civil Engineering
 - Construction Administration
 - Development Planning
 - Infrastructure Review Reports
 - Landscape Architecture
 - Permitting
 - Stormwater Monitoring and Permit Compliance Reports
 - Surveying

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

#6

21. TITLE AND LOCATION (City and State)

Deer Run CDD (Bunnell, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION (if applicable)
Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

Ernesto Torres

c. POINT OF CONTACT TELEPHONE NUMBER

904.940.5850 ext. 403

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



Dewberry serves as the current District Engineer for this +/- 602 acre Master Planned Golf Community with 749 units. Our services have included attending monthly District Board meetings, processing of pay requisitions and construction pay applications, and providing general consulting services and input to the Board of Directors.

Specific assignments include planning, preparing reports and plans, surveying designs and specifications for water management systems and facilities, water and sewer system and facilities, roads, landscaping, recreational facilities and street lighting, and other community infrastructure provided by the District, as authorized in Chapter 190 F.S.; and affiliated projects to include engineering contract management and inspection services during construction.

- COST** \$120,000 (Consultant Fees to Date)

- SERVICES**

- Community Infrastructure
- Construction Administration
- Cost Estimates
- Landscaping
- Planning
- Recreational Facilities
- Reports and Plans
- Roadway Design
- Street Lighting
- Surveying Designs
- Water Management Systems and Facilities
- Water and Sewer Systems

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

#7

21. TITLE AND LOCATION (City and State)

Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION (If applicable)
Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Governmental Management Services

b. POINT OF CONTACT NAME

Jillian Burns

c. POINT OF CONTACT TELEPHONE NUMBER

407.841.5524 ex. 115

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



- **COST** \$2.1 million (Consultant Fees to Date)
- **SERVICES**
 - Assistance with the City Master Upsizing Agreements
 - Civil Engineering
 - Construction Administration
 - Entitlements
 - Environmental/Permitting
 - Landscape/Hardscape Design
 - Maintenance of Traffic Planning
 - Planning
 - Signal Design
 - Surveying

Live Oak Lakes CDD (Twin Lakes Development) is a multi-phased, active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center located just off of Live Oak Lake. The development is situated just east of Hickory Tree Road and west of Live Oak Lake and Sardine Lake in Osceola County. Phases 1 – 8 consists of a mix of 50', 70' and duplex units totaling 2,023 units.

A 42,000+ square foot amenity clubhouse is currently being constructed alongside the oversized pool and cabana area, which includes a bar for food and beverages. The outdoor rec space is under construction just to the south. This area was designed to include bocci ball, pickle ball, horseshoes, tennis courts, and a half basketball court. It also provides walking trails, a boat dock, and a dock for fishing.

In addition to civil engineering services, we also provided roadway design, bridge design, and signal design within the first phase. We were responsible for the roadway widening design of Hickory Tree Road, where services also included drainage and utility extensions. We extended New Nolte Road from the existing intersection east through the first phase of construction. This 150' ROW is master planned to be a four lane divided major collector road in the future. We also designed and oversaw the construction of the vehicular bridge that crosses existing Bullis Road, connecting the northern pool and amenity area with the remainder of the development. We provided signal design for the New Nolte and Hickory Tree Road Intersection, which also includes golf cart paths and golf cart path crossings at the updated intersection.

Utilities have been master designed for the build out of the development, which will include city master transmission mains for the 24" potable water main and 24" reclaim main, along with five sanitary lift stations to service the phases of the development as they are constructed. Phase 1 of the project utilizes two sanitary lift stations, a portion of the 24" potable and reclaim mains. The first lift station is located on the west side of Hickory Tree Road. The second lift station is located along the extension of Nolte Road east of Hickory Tree Road. This lift station has been

designed to accept additional flows from future phases of this development. This lift station pumps into a force main down the Nolte Road extension and connects to the existing 20" force main located within the Hickory Tree ROW.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

#8

21. TITLE AND LOCATION (City and State)

West Villages Improvement District (Sarasota County, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION (If applicable)
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

William Crosley, District Manager

c. POINT OF CONTACT TELEPHONE NUMBER

941-244-2805

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



The West Villages Improvement District ("District") is located in the City of North Port and unincorporated Sarasota County, Florida. The District encompasses approximately 8,200 +/- acres of land within the City of North Port and 3,300 +/- acres in unincorporated Sarasota County. The services included earthwork; water and sewer facilities and infrastructure (including water treatment plants and wastewater treatment plants); stormwater management and drainage facilities and infrastructure; roadways, signalization improvements, and parking facilities, recreational amenity and park improvements; governmental facility improvements (such as fire stations and police stations); landscaping, hardscaping, and signage, improvements; environmental services; and other similar infrastructure for a mixed-use development.

• **COST** \$52,000.00 (Consultant Fees to Date)

• **SERVICES**

Water and Sewer Facilities and Infrastructure
 Stormwater Management and Drainage Facilities and Infrastructure
 Roadways,
 Signalization improvements
 Recreational Facilities
 Park improvements
 Governmental Facility Improvements
 Landscape/Hardscape Design
 Signage
 Environmental Services

Additional engineering services may include attendance at Board, staff, and other meetings; participation in the District's issuance of new and maintenance of existing financing; monitoring District projects; overseeing construction and/or acquisition activities; preparation of certifications, documents, and reports in furtherance of District engineering activities; and providing other engineering services as may be authorized by the Board.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Dewberry Engineers Inc.	(2) FIRM LOCATION (City and State) Orlando, FL	(3) ROLE District Engineer
b.	(1) FIRM NAME Dewberry Engineers Inc.	(2) FIRM LOCATION (City and State) Sarasota, FL	(3) ROLE District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

#9

21. TITLE AND LOCATION (City and State)

VillaSol CDD (Osceola County, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION (If applicable)
Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

InfraMark

b. POINT OF CONTACT NAME

Robert Koncar

c. POINT OF CONTACT TELEPHONE NUMBER

407.566.4122

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



VillaSol CDD is located in Osceola County, Florida, which is just minutes from the Orlando International Airport, area attractions and theme parks, and offers amenities like no other community in the area.

Nestled along Boggy Creek, residents have access to a boat dock where they can travel down to East Lake Toho. Resort style amenities include tennis court, basketball court, clubhouse, pool, and soft gate with guard house.

Some of Dewberry's specific assignments for this project include planning, preparing reports and plans, designs and specifications for water management systems and facilities; water and sewer system and facilities, roads, landscaping, recreational facilities and street lighting, other community infrastructure provided by the District, as authorized in Chapter 190 F.S.; and affiliated projects to include engineering contract management and inspection services during construction.

- **COST** \$375,000 (Consultant Fees to Date)

- **SERVICES**

- Community Infrastructure
- Construction Administration
- Cost Estimates
- District Board Meetings
- Landscape Architecture
- Planning
- Recreational Facilities Design
- Reports and Plans
- Roadway Design
- Street Lighting Design
- Surveying
- Water Management Systems and Facilities
- Water and Sewer Systems

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT
KEY NUMBER

#10

21. TITLE AND LOCATION *(City and State)*

Osceola Chain of Lakes CDD (Osceola County, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION *(if applicable)*
Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Hanover Lakes

b. POINT OF CONTACT NAME

Tony Lorio

c. POINT OF CONTACT TELEPHONE NUMBER

407.988.1408

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



Osceola Chain of Lakes CDD is 177 acres, master planned residential community located in Osceola County, Florida. Being constructed over five phases, the development has 541 total units consisting of both 50' and 60' lots. While Dewberry was not the design engineer, we have assisted the team and also serve as the CDD engineer. As District Engineer, our services include roadway improvements, water and reuse distribution design, sanitary sewer collection system design, master stormwater management design, environmental/permitting, and landscaping/hardscaping/irrigation design.

- **COST** \$35,000.00

- **SERVICES**

Environmental/Permitting
 Landscaping/Hardscaping/Irrigation Design
 Master Stormwater Management Design
 Roadway Improvements
 Sanitary Sewer Collection System Design
 Water and Reuse Distribution Design

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL <i>(From Section E, Block 12)</i>	27. ROLE IN THIS CONTRACT <i>(From Section E, Block 13)</i>	28. EXAMPLE PROJECTS LISTED IN SECTION F <i>(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)</i>									
		1	2	3	4	5	6	7	8	9	10
Rey Malavé, PE	District Engineer	●	●	●	●	●	●	●	●	●	●
Peter Armans, PE	Assistant District Engineer	●		●	●	●	●			●	●
Lisa Kelley	Assistant District Engineer			●	●				●		
Joe Keezel, PE	Sr. Roadway Engineer		●						●		
Marybeth Morin, PE	Sr. Structural Engineer	●	●		●			●	●	●	
Molly Banfield	Utilities Manager			●	●	●			●		
Sean Carrigan, PE	Sr. Stormwater Engineer								●		
Jose Pereira, PE	Sr. Utility Engineer	●	●	●					●	●	
Bill Hinkle, PSM	Survey Manager	●	●					●	●		
Nicole Gough, PWS	Sr. Environmental Scientist	●	●	●	●	●	●	●	●	●	●
Michael Urchuk, RLA	Sr. Landscape Architect	●	●		●	●	●	●	●	●	
Sarah Maier	GIS Technician/Planner	●	●	●	●	●	●	●	●	●	●
Barry Roy	Construction Inspector	●	●	●	●	●	●	●	●	●	●

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NO.	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1	Dowden West CDD , Orlando, FL	6	Deer Run CDD , Bunnell, FL
2	Lakewood Ranch CDD 1, 2, 4, 5, 6 , Sarasota and Manatee County, FL	7	Live Oak Lake CDD (Twin Lakes Development) , Osceola County, FL
3	Westside Haines City CDD , Haines City, FL	8	West Villages Improvement District , Sarasota County, FL
4	Highland Meadows CDD , Polk County, FL	9	VillaSol CDD , Osceola County, FL
5	Narcoossee CDD , Orlando, FL	10	Osceola Chain of Lakes CDD , Osceola County, FL

FIRM QUALIFICATIONS

Dewberry is a leading, multi-disciplined firm with a proven history of providing professional services to a wide variety of public- and private-sector clients. Established in 1956, Dewberry is headquartered in Fairfax, Virginia, with 50 locations and over 2,000 professionals nationwide, including our local office in Orlando. Recognized for combining unsurpassed commitment to client service with deep subject matter expertise, Dewberry is dedicated to solving clients' most complex challenges and transforming their communities.

Dewberry's Florida operation is backed by the resources and stability of a national firm and specializes in site/civil, environmental, utility infrastructure, transportation engineering, surveying, architecture, and land development services. Dewberry has 15 office locations and over 300 employees in Florida, bringing expertise, qualifications, and resources to cities and counties throughout the state. Dewberry supports large and small projects in the following primary service areas:

- Alternative delivery
- Architecture
- Building engineering
- Disaster response and emergency management
- Energy services
- Environmental services
- Geospatial services
- Mechanical, electrical, and plumbing services
- Program management
- Site/civil services
- Surveying/mapping
- Sustainability
- Transportation
- Water/wastewater/reclaimed water services

We put clients first, we build strong and lasting relationships to become trusted advisors to our clients. Personal commitment to our clients and standing behind our work are central principles of the "Dewberry Way."

Relevant Experience

The absolute best predictor of future success is past performance and we have a lot of experience in all areas required for this contract. Whether we are providing professional design engineering services or as a previous District Engineer, our track record speaks for itself.

**DEWBERRY HAS
300+ EMPLOYEES
IN FLORIDA**

During past years in business, **no other Central Florida firm has been more involved in Florida's explosive development.** This is demonstrated by the work we have performed for hundreds of clients over four decades. We have developed a unique general approach to land development projects. Our approach is tried-and-true, and it has proven, time-and-time-again, to reduce the coordination efforts for our clients and, importantly, it produces successful projects.

Dewberry has also developed a "Land Development Process" Manual. All our professional staff members are required to know our quality procedures and to stay abreast of regulatory changes. The purpose of this manual is to describe the method and process in which Dewberry provides planning, design, and construction related services for land development projects. This process minimizes the opportunity for missed deadlines, decreases errors and omissions on the plans, plats, calculations and permits, and maximizes the opportunity to produce high quality, buildable projects, resulting in satisfied clients and a positive company reputation in the engineering community.

We have a defined, workable Quality Control Plan. Every submittal is checked by an independent reviewer using our written quality control procedures. These procedures include Sufficiency Checklists to ensure that the documents are complete. The quality control checks are scheduled within the project master schedule to ensure that time is allocated to make revisions. All of our staff use Quality Control Manuals to ensure that the project is being prepared correctly the first time. All of this detail means that our clients can be confident that they are getting the best possible product from Dewberry.

The following CDD projects are representative of our relevant project experience:

- Baytree CDD, Brevard County
- Cascades at Groveland CDD, Lake County
- Country Greens CDD, Lake County

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

- Covington Park CDD, Hillsborough County
- Deer Run CDD, Flagler County
- Dowden West CDD, Orlando
- East Park CDD, Orange County
- Greater Lakes – Sawgrass Bay CDD, Lake Wales
- Highland Meadows CDD, Polk County
- Lake Emma CDD, Groveland
- Lakewood Ranch CDDs 1, 2, 4, 5, 6, Sarasota and Manatee County
- Lakewood Ranch Stewardship, Sarasota and Manatee County
- Live Oak Lake CDD, Osceola County
- Montecito CDD, Brevard County
- Narcoossee CDD, Orange County
- On-Top-of-the-World CDDs, Marion County
 - Chandler Hills East CDD, Marion County
 - Indigo East CDD, Marion County
 - Bay Laurel Center CDD, Marion County
- Osceola Chain of Lakes, Osceola County
- Reedy Creek Improvement District, Osceola County
- Reunion Resort CDD, Osceola County
- Verandas CDD, Pasco County
- Viera CDD, Brevard County
- VillaSol CDD, Osceola County
- West Villages Improvement District, Sarasota County

Project Approach

We have prepared an organizational approach to fit the specific categories of the organization and operations to support both large and small engineering projects. Through our many years of serving as District Engineer, we've been successful at becoming an extension of the CDD's Project Management group, with the ability to understand project needs and proposing only on what is necessary to complete the task at hand. Our management team is committed to a quality product that is consistent with Yarbrough Lane CDD's policies and procedures.

Serving as District Engineer is **Rey Malavé, PE**. Rey has 43 years of experience in civil engineering and a diversified background in the design and permitting of infrastructure systems, including public facilities, utility systems, office buildings, commercial developments,

recreational facilities, and industrial developments. He has extensive experience with permitting agencies, including FDEP, FDOT, Florida Water Management Districts, and other local agencies. He has served as the District Engineer for over 25 CDDs and Improvement Districts in Florida.

Transportation Services

Dewberry has provided roadway and bridge design services to numerous governmental agencies throughout Florida for over 30 years. Our projects have ranged from minor intersection improvements and milling and resurfacing of existing roadways to capacity improvements and complex, multilevel interchanges. The extensive experience of our staff in the design, preparation of construction documents, and post design services for roadways, bridges, and associated systems provides Yarbrough Lane with the expertise to handle any type of transportation related assignment. Our transportation design staff, coupled with the survey, drainage, environmental, and permitting capabilities, allows us to efficiently complete any assignment, as all disciplines required are available in-house.

Traffic design may include one or more of the following items, dependent upon a specific project: signing design, pavement marking design, signal warrant analysis, signalization design, lighting justification, lighting design, and traffic studies. We have extensive experience in these phases of the project and we are qualified to perform all aspects of traffic engineering.

Engineering services related to structural design may be required for bridge widenings, bridge rail replacements, box culvert extensions, retaining walls, sheet piling, overhead sign structures, multi-post guide signs, signal poles, mast arms light poles and foundations for signs, signal poles, and lighting. We have an experienced in-house staff to provide these services.

Water/Wastewater Services

Our team can provide both utility analyses of existing master systems, preparation and updates to master plans, as well as preparation of utility construction plans. Dewberry can analyze the existing utility systems and make recommendations for upgrades or replacement. We have designed numerous utility collection and transmission facilities, gravity sewers, force mains, reuse water, and potable water systems. We have also designed numerous wastewater and water pump stations. We also have experience in the transformation of septic tank systems by the installation of new sewer systems.

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED

Stormwater Management Services

Our integrated stormwater management services range from large basin studies to the design of collection systems. Our team has performed analysis on various projects throughout Florida. We have designed culvert replacements to extensions on numerous roadway projects, ranging from two-lane rural widening to multi-lane expressways.

Drainage design and permitting are critical parts of any project. We will provide assistance to the District in coordination with MS4 support, total maximum daily loads, numeric nutrient criteria support, drainage, erosion and sediment control, stormwater basin modeling, assessment and evaluation drainage systems, design and construction plans for stormwater management systems, and coordination with state and federal agencies.

Assumptions and/or omissions in this area can cause significant delays in the project schedule, increase costs during construction, and even lead to possible litigation against the District. We are experienced in identifying, analyzing, and addressing drainage impacts associated with a variety of project types. Our drainage staff is knowledgeable of Water Management District criteria and we are adept at developing creative and innovative solutions to drainage problems. We also have experience preparing flood studies with FEMA. At the heart of our approach is a thorough document review of the existing plans, USGS Quadrangle Maps, USDA Soil Survey, FEMA Flood Insurance Maps and aerial photographs. With this data in hand, we will perform a field review during the pre-scope meeting, identify all drainage and permitting issues, and discuss possible drainage solutions with the District. Existing drainage patterns, ponding concerns and erosion problems will be documented. We will contact the District's Maintenance Engineer to discuss any concerns regarding the project area.

Survey and Mapping Services

Dewberry has provided continuing surveying services for many counties and municipalities throughout the State of Florida. Our large in-house survey staff, with numerous crews out of our Orlando office, are well-versed in the rigors of on-call assignments and the immediate response time they require. We utilize state-of-the-art equipment to provide cost effective surveying, ROW mapping, utility designation, and subsurface utility engineering (SUE) for roadway, municipal, and civil development projects. We have extensive experience in boundary surveys, topographic design surveys, tree surveys, inventory surveys, and underground utility mapping. Our survey team has a dedicated staff of photogrammetrists who specialize in aerial photogrammetry, fixed and aerial LiDAR, and GIS mapping.

Our services for surveying and mapping may include: as-built surveys, boundary surveys, eminent domain surveys, GIS, legal description preparation, plat preparation, property sketches, ROW mapping, SUE, topographic surveys, and utility surveys.

SUE technology combines geophysics, surveying, and civil engineering to better locate underground utilities. This service helps our clients avoid costly utility conflicts and construction delays caused by inaccurately plotted utilities. Our 3-D Laser Scanning equipment allows our survey crews to accurately collect field data comprehensively and, most importantly, safely. Dewberry is one of a select few firms in the state to have this technology.

Environmental/Permitting Services

From determining wetland lines to the understanding of current rules and regulations for water management districts, our staff has full understanding and experience in providing these services for cities and other governmental agencies. We have obtained permits with the various local, state, and federal agencies for a variety of projects. We understand how to prepare permit applications, work closely with the agencies and obtain permits for your projects. Dewberry will track the permit status for each agency, keep the District informed of the progress of all permits and respond promptly to all requests for additional information.

As part of our efforts for Yarborough Lane CDD, we will assist in determining the permits needed for each development project along with the anticipated schedules for obtaining each permit. Additionally, we have experience in permitting with governmental agencies such as the Water Management Districts, FDEP, Florida Fish and Wildlife Conservation Commission (FFWCC), U.S. Army Corps of Engineers (USACE), and FDOT. We have staff that consists of both engineers and environmental scientists, many of which have worked previously for various permitting agencies.

Landscape Architecture/Planning

Dewberry has extensive landscape architecture experience throughout Florida. Our project experience includes residential, retail office, mixed-use, streetscapes, and recreational uses as well as hardscape and irrigation design. Our hardscape designs have included corporate plazas, streetscapes, fountains, amenity areas for multi-family projects, and urban plazas.

Our planning services to Yarborough Lane CDD will include presentations to CDD Commissioners and public meetings, where we would provide assistance to the District for the understanding of technical issues,

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

proposed developments, projected roadway designs, possible ROW changes, and to provide a professional and expert opinion on issues that may be needed by the District. Dewberry can assist the District with the following planning services:

- Comprehensive planning
- Review of comprehensive plan amendments
- Preparing land development regulations, including form based codes, GIS, and mapping services
- Transportation planning
- Revitalization/redevelopment planning

Construction Administration/CEI

We have continually provided construction administration services to our clients on most of the projects we have designed. Dewberry understands the importance of establishing and maintaining budgets. As a project is constructed, it is imperative that our team monitor the project budget and keep the District consistently informed. We have worked with many cities and counties on providing all construction services, including the assistance in the preparation of bid documents, prebid meetings, pre-construction meetings, construction administration, site observation, pay application review, and approvals. We also provide shop drawing reviews and approvals per construction documents. We will provide assistance to District staff in the administration of construction contracts. Our team is currently providing these services to many municipalities across the state of Florida.

Our construction administration staff is prepared to support the District in various construction management related tasks. We routinely perform these services for both our public and private clients. Our services include:

- Construction Inspection
- Shop Drawing Review
- Pay Application Verification
- Construction Scheduling
- Utility Company Coordination
- Final Regulatory Acceptance
- Record Drawings
- Project Value Engineering
- Bid Document Preparation
- Bid Summarization and Analysis
- Contract Preparation

Task Initiation

Our Project Approach will vary due to the type of assignment; however, the important first steps in task initiation involve data gathering and scope development.

Data Gathering

This phase consists of defining the project objectives, identifying elements involved in the task, conducting a field review meeting (if required) and developing a detailed scope of services.

This phase will begin once a specific task or project has been identified by the District. Once identified, we will coordinate with the District to obtain all existing information. This data collection effort is very important in that it provides us valuable information prior to developing the scope of services.

If applicable or desired, an on-site field review meeting will be held jointly with the District and other appropriate agencies to discuss the task objectives and identify areas of concern. Discussions regarding the projects background, scope requirements, project constraints, and other relevant issues will be held to reach an understanding of the overall project goals. Based on the data collection effort and the initial on-site field meeting, the specific plan elements required for the task will be identified and agreed to with the District prior to developing a scope of services.

Scope Development

A detailed scope of services, fee estimate, and schedule for each task will be developed based on the data gathering efforts and discussions. This scope and work effort will be heavily influenced by the quality of the data collected and the specific needs of each task. Man-hour estimates will be provided for each discipline involved. The scope and work effort will be prepared and negotiated quickly, so as not to affect the schedule.

Other Considerations

COST CONTROL

We constantly review our designs and look for ways to save our clients time and money. We exercise common sense engineering to provide practical design solutions and not merely based on the way things have always been done in the past.

PROJECT COSTS

We understand the financial constraints that clients face, due to the budget cuts and rising construction and ROW costs. We will review all designs, prepared by Dewberry or others, for cost savings measures that will

(If a firm has branch offices, complete for each specific branch office seeking work.)

STANDARD FORM 330 (REV. 8/2016) PAGE 1

SECTION 2: Firm Licenses



State of Florida

Department of State

I certify from the records of this office that DEWBERRY ENGINEERS INC. is a New York corporation authorized to transact business in the State of Florida, qualified on December 26, 2000.


The document number of this corporation is F00000007242.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on April 24, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-sixth day of July, 2022*




Secretary of State

Tracking Number: 5909086428CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LB8011**
Expiration Date February 28, 2023

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

DEWBERRY ENGINEERS INC.
800 N MAGNOLIA AVE STE 1000
ORLANDO, FL 32803-3251

nicole fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes

Please be advised that as of February 2021, the Florida Board of Professional Engineers (FBPE) does not require companies to renew their engineering licensure and therefore no longer have printable licenses nor applicable expiration dates, only a requirement that they be currently listed on the Board's registry. Dewberry Engineers Inc. is up-to-date on professional registration to the board, which can be confirmed with a Florida Department of Business & Professional Regulation (DBPR) licensee search.



Florida dbpr DBPR ONLINE SERVICES

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Licensee Details

Licensee Information

Name: DEWBERRY ENGINEERS INC. (Primary Name)
Main Address: 8401 ARLINGTON BLVD.
FAIRFAX Virginia 22031
County: OUT OF STATE
License Mailing:
License Location:

License Information

License Type: Registry
Rank: Registry
License Number: 8794
Status: Current
License Date: 02/09/2001
Expires:

Special Qualifications Qualification Effective

Alternate Names



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Licensee Details

Licensee Information

Name: BEIGHT, JAMES L. (Primary Name)
Main Address: DEWBERRY ARCHITECTS INC (DBA Name)
8401 ARLINGTON BLVD
FAIRFAX Virginia 22031-4666
County: OUT OF STATE
License Mailing:
License Location:

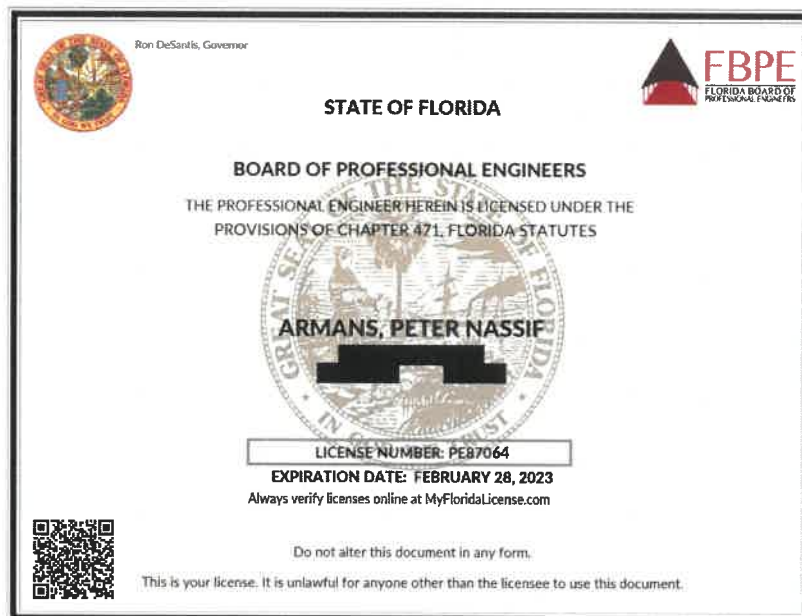
License Information

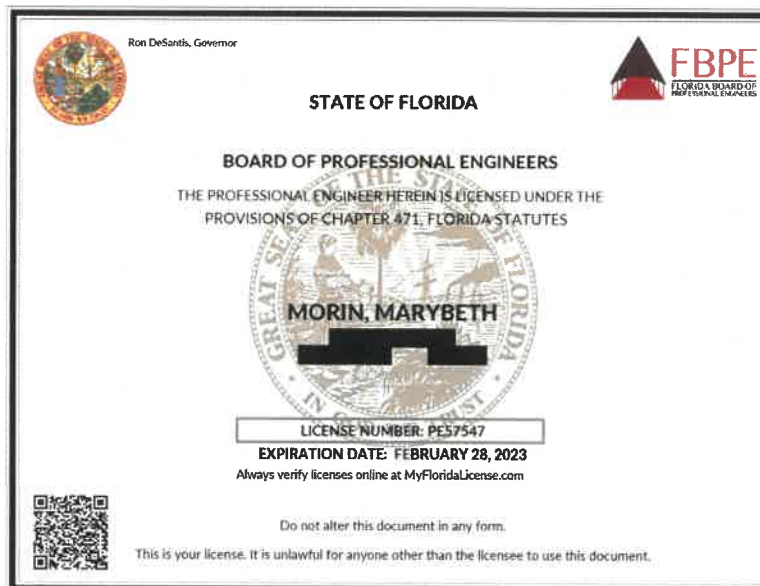
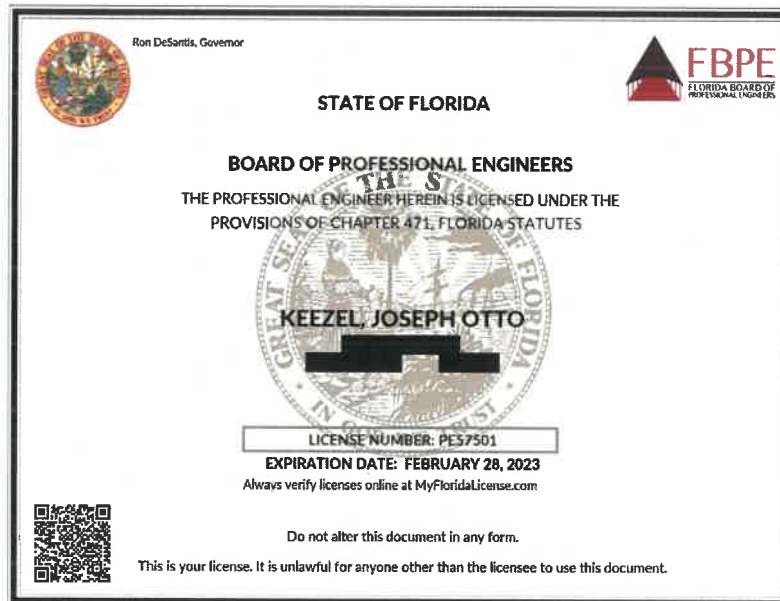
License Type: Architect
Rank: Architect
License Number: AR0012022
Status: Current, Active
License Date: 12/07/1987
Expires: 02/28/2023

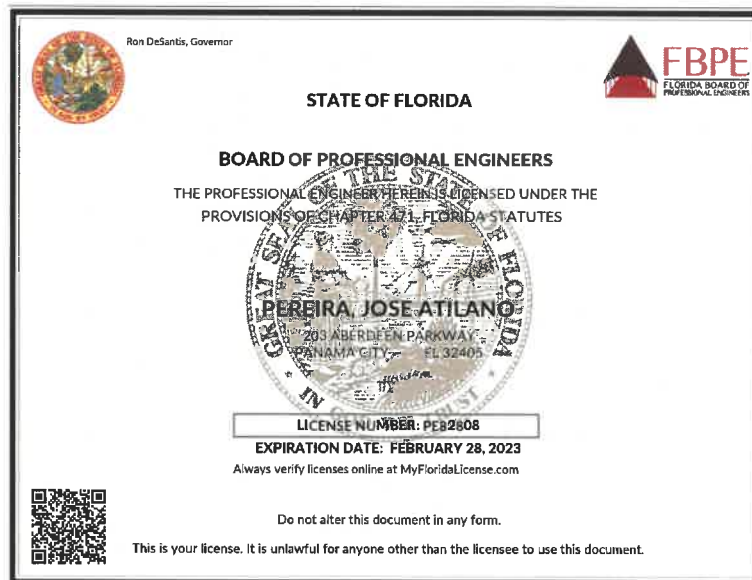
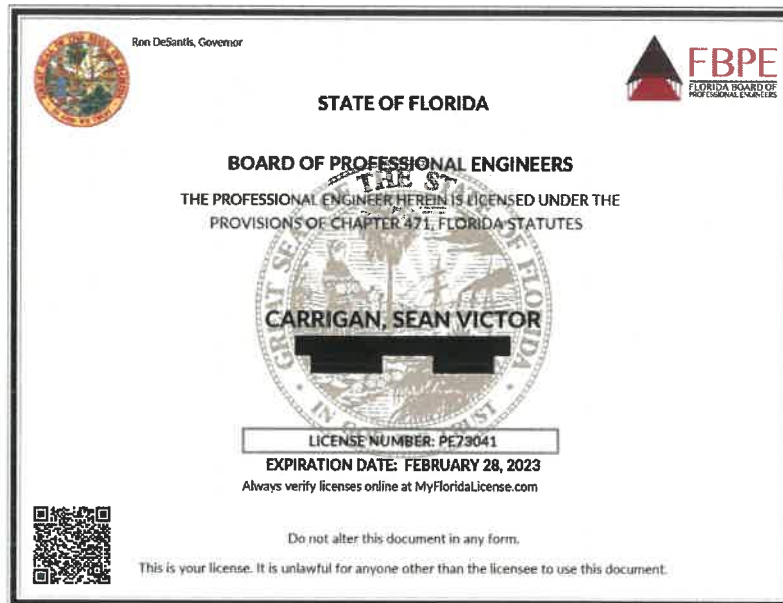
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Individual Licenses









Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS4633**
Expiration Date February 28, 2023

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

WILLIAM PAUL HINKLE

nicole fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



SECTION 3: Qualifications and Experience



QUALIFICATIONS AND EXPERIENCE

Ability and Adequacy of Professional Personnel

We have carefully selected our team of professionals and technical experts to match our experience and expertise with the qualifications required. Our firm has a varied array of experience, disciplines, and available resources available to provide the required services to the Yarborough Lane CDD. Our team can provide engineering design, planning management, technical, and administrative services as requested by Yarborough Lane CDD and will make a commitment to prioritize the CDD's needs.

Our District Engineer, **Rey Malavé, PE**, Associate Vice President at Dewberry, has 42 years of civil engineering experience for both public and private clients and has served as the project manager for numerous private commercial and residential developments across Florida. This includes Dowden West CDD in Orlando, Live Oak Lake CDD (Twin Lakes Development) in Osceola County, Cascades at Groveland CDD in Groveland; Baytree CDD in Brevard County, and the Lakewood Ranch CDDs in Sarasota and Manatee Counties.

Rey has a proven track record for meeting budgets and schedules on complex and short time frame design projects. He is known for his ability to quickly adapt to changing schedules, design parameters, and client needs. Rey's diversified background in engineering design includes all aspects of land development engineering including master drainage, stormwater management design, site grading, water and reclaim distribution, sewer collection/transmission systems, and project reviews for permitting agencies.

Serving as Assistant District Engineer is **Peter Armans, PE**. He has 12 years of experience in planning, design, rehabilitation, condition assessment, and construction management of water distribution systems, sewer conveyance systems, and stormwater management systems. He provides oversight and review for various inspection technologies and methodologies and has in-depth experience with scoping, budgeting, advertising, and negotiating construction activities and contracts.

Why Dewberry?



District Engineer for 25+ CDDs across Florida



Local, experienced District Engineer ready to work for you



Comprehensive understanding of CDD's infrastructure and operational needs



300+ employees in 15 offices within Florida, including a local office in Orlando



Cohesive group of professionals integrated across service areas to leverage success for our clients



60+ years helping clients build and shape communities

Our project management and organizational structure within each key service areas demonstrates our thorough understanding of the scope of this contract and our desire to meet the objectives of the project assignments.

Our senior experienced professionals are all well versed in addressing their particular specialty area and have associates working under their direction to efficiently tackle any assignment from Yarborough Lane CDD. This organizational structure has a long history of success as a model that Dewberry has implemented across the country for similar CDDs and public agencies.

We will continue to develop and apply innovative concepts and techniques to effectively and efficiently design and manage all tasks. It is important to note that Dewberry is a full-service civil engineering firm that can meet your needs for any project – large or small. Dewberry can react quickly to your requests and provide all technical support under one roof.



FIGURE 3.1 We build strong and lasting relationships with our clients. The caliber of our people and combining unsurpassed client service with deep subject matter expertise is what sets us apart. We operate with the highest level of ethics and transparency. Our integrity—and that of our people—is second to none. Personal commitment to our clients and standing behind our work are two central tenants of our cultural statement, “Dewberry at Work.”

For more information on our project management team, we have provided resumes in our Standard Form 330 included in **Section 1: Standard Form 330** of our proposal.

Certified Minority Business

Dewberry Engineers Inc. is not a certified minority business.

Willingness to Meet Time and Budget Requirements

Dewberry recognizes the importance of maintaining project budgets. We have a long history of providing on-schedule services and projects that fit within the client's budget. Over 85% of our work is from repeat clients ... a testament to our ability to work within a budget and schedule.

The following proven actions will be used by our team to control the project budget:

- **Experienced Staff:** The most effective means of meeting the design budget and schedule is by using experienced staff with the knowledge, training, and equipment necessary to perform their assigned tasks. Dewberry's Project Team has these attributes.
- **Construction Budget Controls:** We are acutely aware of the volatile construction materials market and its impact on construction budgets. As such, we periodically update our cost data to ensure that the most current unit prices are being used for the construction cost estimates.
- **Project Schedule:** One way we keep costs in line is by developing and maintaining a schedule for each task. We build a design quality control checking date into every schedule prior to the submittal date for all project deliverables. We have found that focusing on the submittal date often results in rushed or incomplete quality control checks of the plans. Therefore, we will schedule a quality check date at least two weeks prior to the submittal date to make sure that the process is completed. This also allows our District Engineer and team to focus on the quality control date, resulting in plenty of time for the process to work and thus further committing to the project's budget.

Past Experience and Performance

For more than 45 years, our land development professionals have combined an unsurpassed commitment to serving Florida developers with a deep subject matter expertise in a broad spectrum of professional services. We have served as District Engineer for over 25 CDDs across Florida, varying in size from 200 acres to close to 10,000 acres. We are experienced in CDDs from the creation to the continued operations.

Our clients benefit from our local experience and presence, and our familiarity with entitlement issues, plan development and review processes, and local codes and ordinances. We offer creative and cost-effective designs that transform communities.

We provide our residential clients with a range of services that include land planning, entitlement approval, infrastructure design and permitting, surveying, stormwater modeling, environmental review and permitting, sustainable design, landscape architecture, and cost and schedule estimating. We envision and help realize

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SOUTHEAST DESIGN
FIRM OF THE YEAR

possibilities to enrich communities, restore built and natural environments, and manage positive change.

The following table demonstrates our CDD experience throughout Florida:

CDD/Location	District Engineer	Planning	Due Diligence	Civil Engineering	Roadway Design	Stormwater Design	Environmental/Permitting	Landscape Architecture	Survey	Construction Admin
Baytree CDD , Brevard County, FL	●	●		●	●	●	●			●
Cascades at Groveland CDD , Groveland, FL	●	●	●	●	●	●	●		●	●
Country Greens CDD (Sorrento Springs CDD) , Lake County, FL	●	●	●	●	●	●	●	●	●	●
Covington Park CDD , Hillsborough County, FL	●	●		●	●	●	●	●	●	●
Deer Run CDD , Flagler County, FL	●	●		●	●	●		●	●	●
Dowden West CDD , Orange County, FL	●	●	●	●	●	●	●	●	●	●
East Park CDD , Orange County, FL	●	●		●			●		●	●
Greater Lakes - Sawgrass Bay CDD , Lake Wales, FL	●	●		●			●		●	●
Highland Meadows CDD , Polk County, FL	●	●		●	●	●	●	●	●	●
Lake Emma CDD , Groveland, FL	●	●	●	●	●	●	●		●	●
Lakewood Ranch CDDs 1, 2, 4, 5, 6 , Manatee County, FL	●	●		●			●	●	●	●
Lakewood Ranch Stewardship , Manatee County, FL	●	●		●	●	●			●	
Live Oak Lake (Twin Lakes Development) CDD , Osceola County, FL	●	●	●	●	●	●	●	●	●	●

CDD/Location	District Engineer	Planning	Due Diligence	Civil Engineering	Roadway Design	Stormwater Design	Environmental/Permitting	Landscape Architecture	Survey	Construction Admin
Montecito CDD, Brevard County, FL	●			●					●	●
Narcoossee CDD, Orange County, FL	●	●		●			●		●	●
On-Top-of-the-World CDDs, Marion County, FL	●	●		●	●	●			●	●
Osceola Chain of Lakes, Osceola County, FL	●	●	●	●	●	●	●	●	●	●
Reedy Creek Improvement District, Osceola County, FL	●	●		●			●		●	●
Reunion Resort CDD, Osceola County, FL	●	●		●		●			●	●
East 547 CDD, Polk County, FL	●	●		●			●		●	●
Eden Hills CDD, Polk County, FL	●	●		●			●		●	●
VillaSol CDD, Osceola County, FL	●	●		●	●	●		●	●	●
West Villages Improvement District, Sarasota County, FL	●	●	●	●	●	●	●	●	●	●

Geographic Location

With 15 office locations and over 300 employees in Florida, we bring expertise, qualifications, and resources to clients throughout the State.

Located in our Orlando office, Rey and Peter will be responsive, make frequent visits, and be readily available for meetings, presentations, or site visits. Additionally, our project team includes local, Orlando staff members proposed for this contract, which leads all components of our assignments to be developed concurrently by a cohesive team.

By utilizing our extensive presence within Central Florida, our approach to the District's projects will combine our understanding of the various project assignments with our experience in identifying the District's needs to develop the appropriate project team for each assignment. This allows us to minimize the time needed from project request to "boots on the ground" activity.

In addition, our Project Team is supported by nationally-recognized subject matter experts and dedicated quality control staff who have the required capacity to provide the array of required services to YARBOROUGH LANE. This depth of organization permits us to call upon specialists and a broad base of support to satisfy diverse or manpower intensive tasks.

Current and Projected Workloads

Dewberry has an excellent track record of meeting time and budget requirements on the projects we have highlighted in this response and will meet this goal with the YARBOROUGH LANE CDD. **We are fully available for this contract!**

Our team, supported by a strong in-house team of infrastructure design specialists, planners, surveyors, environmental scientists, ROW mappers, roadway engineers, MOT engineers, and construction inspection personnel, has the capacity to address all of the District's needs throughout the term of this contract.

Due to the capacity and availability of our proposed staff, we can commit to the District our dedicated team members for these important projects.

Volume of Work Previously Awarded to Consultant by District

Although Dewberry has not worked for the YARBOROUGH LANE CDD, we have extensive working experience with numerous CDDs. As demonstrated throughout our proposal, we currently serve as the District Engineer for over 25 CDDs in Florida, which allows us to provide YARBOROUGH LANE with the unique experience, familiarity, and understanding of the type of services that will be requested.



 **Dewberry**

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